

SKAMANIA COUNTY BOARD OF COMMISSIONERS
240 NW Vancouver Ave.
Stevenson, WA 98648
Agenda for August 16, 2022

Commissioner Meetings are open to the public either in person or using ZOOM with the following numbers:

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

Meeting ID: 889 0632 1210 – **New Meeting ID as of 06/01/2021**

Join Zoom Meeting

- Audio only from your computer <https://us02web.zoom.us/j/88906321210>

WRITTEN PUBLIC COMMENTS ACCEPTED AND ENCOURAGED BY MONDAY PRECEDING THE MEETING AT NOON. If you wish written comments to be listed on the agenda, they need to be submitted to the Clerk of the Board by noon on Thursday preceding the Tuesday/Wednesday meeting, otherwise they will be held for the following Tuesday/Wednesday. Email comments to: slack@co.skamania.wa.us When a holiday falls on Monday, the regular meeting is held on Wednesday of that week.

Monday, August 15, 2022

12:00 Noon – Washington State Association of Counties Virtual Assembly conference call pertaining to Washington’s Opioid Distributor Settlement

Tuesday, August 16, 2022

9:30 AM Call to Order
 Pledge of Allegiance
 Public Comment (3 minutes)

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

1. Contract with Skamania County EMS for 2022-2023 Title III funding
2. Contract with Skamania County Fire District #1 for 2022-2023 Title III funding
3. Contract with North County Emergency Medical Services for 2022-2023 Title III funding
4. Contract with Skamania County Sheriff for 2022-2023 Title III funding
5. Contract with Underwood Conservation District for 2022-2023 Title III funding
6. Amend agreement with Washington State Military Department to update Disaster Declaration with Designated Applicant Agents and County Commissioner signatures for files
7. Agreement with Columbia Land Trust for Noxious Weed Control on Pierce Island in Skamania County
8. Contract with Bell Design Company for project management services for land division at the Wind River Business Park

Voucher Approval
 Discussion of Opioid Distributor Settlement
 Meeting Updates

10:00 AM Department Head Reports
 11:00 AM Washington Counties Risk Pool Updates with Derek Bryan, Executive Director

Adjourn

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number 2022-2023

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

3. Contractor Information:

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

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

5. Term of Contract: From: July 1, 2022 To: June 30, 2023

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

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

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

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

7. Amount Budgeted in Current Year: \$82,070

Amount Not Budgeted in Current Year	\$-0-	Source: _____
Total Non-County Funds Committed:	\$82,070	Source: Title III
Total County Funds Committed:	\$-0-	
TOTAL FUNDS COMMITTED:	\$82,070	

8. County Contact Person: Name: Debbie Slack
Title: Contract Administrator/ Clerk of the Board

9. Department Approval: Debbie Slack
Department Head or Elected Official Signature

10. Special Comments:

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

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

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

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

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

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

WHEREAS the Secure Rural Schools Act (SRS) was reauthorized by Public Law 117-58, Section 302 and signed by the President on November 15, 2021; and

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

NOW THEREFORE BE IT RESOLVED, pursuant to Public Law 117-58, Section 302 and RCW 39.34.030, the COUNTY and SCEMS hereby agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide emergency medical services, rescue and ambulance transport services, motor vehicle incidents, recreational and technical rescue incidents, associated training, equipment purchases and call reimbursements directly related to services provided under this contract as listed in the Project Work Plan (included in the attached project application).on all Forest Service lands within the Skamania County Emergency Medical District.

RESPONSIBILITIES OF SCEMS

- A. Provide response to calls for Advanced Life Support (ALS) medical transport, motor vehicle extrication, rope rescue, trail/overland rescue, ambulance transport, and other emergency response activities performed on the national forest; and necessary and adequate equipment, vehicles, training, and emergency personnel for response to an incident scene.

- B. Complete a written report on each official interaction with the public and compile it into an annual report of activities that occurred within the SCEMS District.
- C. Provide proof of liability insurance in the amount of at least \$1,000,000 per incident and per occurrence. Said insurance shall list the COUNTY, its public officials, agents and employees, as a named as additionally insured.
- D. Prepare and submit completed reports, requests for reimbursement and supporting documentation for review and approval in accordance with Section 3 of this Agreement.
- E. Maintain records of the actual cost for providing services under this Agreement to help establish future costs.
- F. Provide all other services outlined in 2022/2023 Title III Project Application.
- G. Provide supervision, direction and training to reduce liability exposure up to and including harassment and discrimination and injury.

3. AWARD AND PAYMENT TERMS

This agreement shall be funded by Title III funds under Public Law 106-393 Secure Rural Schools and Community Self-Determination Act of 2000, reauthorized by Public Law 115-141 and signed into law by the President on March 23, 2018, and reauthorized by Public Law 117-58 and signed into law by the President on November 15, 2021. Each Agency shall be responsible to provide through its budget, the funds necessary to provide the services provided under this Agreement. The COUNTY and SCEMS shall each be responsible to establish and maintain a budget to implement this Agreement.

- A. The COUNTY will pay the SCEMS no more than \$82,070 on a reimbursable basis for salaries and benefits, supplies, materials, training, travel, contracted services, equipment and other operating costs.
- B. SCEMS shall submit a request for reimbursement at least bi-annually.
- C. The COUNTY shall reimburse the SCEMS at least bi-annually, and within 30 days of receipt of an approved complete, and correct billing from SCEMS.
- D. SCEMS shall submit the final request for the 2022/2023 contract reimbursement no later than July 6, 2023.

4. AGREEMENT PERIOD

This Agreement shall begin on July 1, 2022 and continue until June 30, 2023. This agreement may be extended upon the mutual written consent of the parties.

5. ADMINISTRATOR

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

6. INSURANCE

A. SCEMS shall maintain in effect during the term of this Agreement and provide proof of liability insurance in the amount of at least \$1,000,000 per incident and per occurrence. Said insurance shall list the COUNTY, its public officials, agents and employees as named as additionally insured.

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

7. NONDISCRIMINATION

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

8. DISPUTE RESOLUTION

Disputes shall be determined by a Dispute Board in the following manner: Each party to this contract shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. This dispute resolution procedure shall not modify or reduce either party's rights to judicial proceedings.

9. TERMINATION

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

10. INDEPENDENT CONTRACTOR

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

11. ASSIGNMENT

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

12. PROPERTY RIGHTS

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

13. INDEMNIFICATION

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

14. ACQUISITION, HOLDING AND DISPOSITION OF ASSETS

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

15. NOTICES

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

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

16. ENTIRE AGREEMENT

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

17. MODIFICATION

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

18. SEVERABILITY

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

19. WAIVER

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

20. APPLICABLE LAW

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

APPROVED this 16th day of August 2022.
BOARD OF COUNTY COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON

APPROVED this 15th day of August 2022
SKAMANIA COUNTY PUBLIC
HOSPITAL DISTRICT dba SKAMANIA
COUNTY EMERGENCY MEDICAL
SERVICES

Chair

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

ATTEST:

Debbie Slack

APPROVED AS TO FORM ONLY:

Adam Kick, Prosecuting Attorney

Clerk of the Board



SKAMANIA EMERGENCY MEDICAL SERVICES & RESCUE

SKAMANIA COUNTY PUBLIC HOSPITAL DISTRICT

253 SW First Street • PO BOX 338 • Stevenson, Washington 98648

Office: 509-427-5065 Fax: 509-427-2767 Email: info@skamaniaems.com

Skamania County
Board of Commissioners
Clerk of the Board
PO BOX 790
Stevenson, WA 98648

April 21, 2022

Honorable Commissioners and Clerk of the Board:

Skamania EMS & Rescue is grateful for the opportunity to apply for project year 2022/23 Title III funding. As we have in years prior, we are asking that you award us funding to offset the costs of providing and preparing for emergency medical and rescue services on federally managed lands within Skamania County. These funds, if awarded, will be used to cover wages, equipment, response contracted rescue services expenses for areas within our district, which encompasses all of Skamania County.

Not only do the services we provide bring a benefit to the residents and visitors of our community, but the services and equipment we provide, as well as the training we take part in is imperative to the safety of our personnel and those first responders that we work so closely with.

Within the application materials, you will find historical funding requests and expense detail for the prior four project years. As we requested last year, we would welcome consideration for project adjustments as noted in our contract, and in section (17) of the 2022/23 application, which states, in part *"This budget represents estimated costs. Line items may be adjusted dependent upon need, call volume and training opportunities."*

In closing, Skamania EMS & Rescue is grateful for the opportunity you have provided and look forward to discussing our proposal with you in the upcoming months. Should you have any advance questions, please feel free to reach out to me at your convenience.

Sincerely,

Ann Lueders
Superintendent

SKAMANIA COUNTY, WASHINGTON
Title III Project Submission Form
For Projects in 2022-2023

Secure Rural Schools and Community Self-Determination Act.

Submission deadline: April 28, 2022

Submit to: Skamania County Board of Commissioners
PO Box 790
Stevenson, WA 98648

1. Project Number: (assigned by County) _____
2. Project Name: EMS & RESCUE RESPONSE, SKAMANIA COUNTY
3. Project Sponsor: Skamania Co Public Hospital District (dba: Skamania EMS & Rescue)
4. Sponsor's Contact Information:
 - a. Contact Name: Ann Lueders, Superintendent
 - b. Contact Address: PO BOX 338, 253 SW First Street, Stevenson, WA 98648
 - c. Contact Phone: 509.427.5065 (Office) 509.281.2394 (Mobile)
 - d. Contact Email: annlueders@skamaniaems.com
 - e. Contact Fax: N/A

5. a. Project Location: (attach project area map if applicable) federally owned land in the Gifford Pinchot National Forest and Columbia River Gorge Scenic Areas.

- b. National Forest/District (if applicable): Gifford Pinchot

- c. Other Lands? State Tribal Federal County City Private

6. Project meets following authorized use of funds* (check all applicable uses)
 - Reimbursable Search, Rescue, and Emergency Services on National Forest Lands
 - Firewise Activities
 - Training Costs and Equipment Purchases directly related to emergency services
 - Community Wildfire Protection Plans

*See application instructions package for expanded definition of authorized uses

7. Project Description (Address each question)

- a. Describe the project
- b. Identify project readiness
- c. Identify project partners and how they will work together
- d. Identify if this is a continuation of a previously funded Title III project.

For many years, Skamania EMS & Rescue has been awarded Title III funding to address the needs of residents and, more particularly, visitors to Skamania County. These contracts were authorized to provide high quality medical care and rescue services to the residents and visitors of Skamania County who needed services while recreating or traveling on federally owned lands within our response areas. As Title III funding is based on reimbursement for services provided, we maintain appropriate call logs and expenditure records to seek payment on our contract. We are submitting an application for the upcoming project year (22/23) and have included a request that our funding be fluid, with an allowance to use it for training costs, equipment purchases and call reimbursements directly related to the services we provide under this contract, and for contracted services to cover our district in the areas above and beyond Old Man Pass.

The provision of service and associated training, materials, equipment and operational costs usually exceed the allotted contract amount, resulting in taxpayers for Skamania County subsidizing these services. Securing future contracts with the Board of Commissioners for Skamania County will be beneficial for both SCEMS (as an agency) and the public that we serve. Having the ability to recover service and readiness costs expended on lands that provide limited, if any, other form of revenue has continued to solidify our abilities to provide services in these areas.

Through a strong network of mutual aid and contract partners SCEMS is prepared to respond to calls for service within its designated response areas while working to decrease response times as much as possible. SCEMS currently has agreements in place with Klickitat County EMS, Klickitat County FD #1 (Trout Lake), Klickitat County FD #3 (Husum/BZ/NW Lake), all Skamania County Fire Agencies, Cascade Locks Fire & EMS, and North Country EMS. Additionally, we have a strong working relationship with the Skamania County Sheriff's Office. We continue to build a renewed and strong relationship with the SAR resources that are now directly under the guidance of the Sheriff.

SCEMS is requesting renewed funding of this project so that the provision of services and reimbursement of associated costs may continue uninterrupted. Funding of this project provides a benefit to taxpayers of Skamania County, who will not have to bear the entirety of costs associated with emergency medical response and rescue on federal lands.

8. Statement of Project Goals and Objectives (address each question)

- a. What are the expected outcomes of the project?
- b. How does the project meet the purposes of the legislation?
- c. How is the project in the best public interest? Identify benefits to community and federal lands.

Reauthorization of funding at the level requested for this project would continue well-established responses to areas of our county that are owned by the federal government, while putting federal funding back into emergency services in our local communities. Funding that goes back into these services clearly benefits our local residents by reducing or eliminating that portion of their property tax payments used to subsidize emergency medical and rescue services.

This project meets the purposes of the legislation by allowing local resources to submit for reimbursement of funds expended for services provided on federal lands, training and equipment expenses. It also provides benefit to federal land managers by having high quality, consistent response to emergency medical and rescue calls that happen routinely on their lands.

Additionally, we are requesting funds to assist with the purchase of Advanced Rescue Equipment, and more directly an all-terrain vehicle that will replace our aging units, which we received from the US Army Corps of Engineers Surplus equipment program greater than ten years ago. The purchase of an updated all-terrain vehicle would increase our agency related rescue capabilities, and provide greater advantages in our assistance to the Skamania County Sheriff's SAR team in three ways:

- 1) By equipping the unit with specialized winter equipment, we would improve year round response capabilities. With the increased winter recreation opportunities and interest in our community, year round response capabilities are a must.
- 2) The planned unit would increase safety and efficiency for our responders by providing the ability to carry up to six (6) personnel to locations where responders are often needed in mass. By having adequate restraint and cargo space to carry personnel and gear, we increase our safety margin, improve response capabilities, and may increase positive patient outcomes.
- 3) Patient transport capabilities are greatly improved with purchase of this unit. Our current units are not engineered specifically for rescue/medical response and lack the ability for a patient attendant. Given the nature of rescue calls, and the likelihood for traumatic injury, a unit specifically designed with patient transport in mind would be critical for our rescue functions.

9. Measurement of Project Accomplishments/Expected Goals:

OUTCOME	Explanation
Total Miles:	See attached map, Exhibit A
Total Acres:	See attached map, Exhibit A
Number of Labor Days:	Variable, Call Dependent
Estimated Participants:	20-25 (available, participants dependent on call needs)
Other (Specify):	None

10. Estimated Project Start Date: Immediately.

11. Estimated Project Completion Date: On going.

12. Readiness to Proceed: Are permits, environmental clearances, signed agreements, volunteers, etc. in place? Yes No (if No, explain)

13. Applicants qualifications and past experience with similar type projects (describe)

SCEMS has provided emergency medical and rescue services to the residents and visitors of Skamania County since the 1950's. These services are provided on private, state, and federally owned lands in Skamania County. Services provided consist of Advanced Life Support (ALS) medical transport, motor vehicle & machinery extrication, rope rescue, trail/overland rescue, special event staffing, public education, and are implemented through a strong commitment to the community. SCEMS provides these services through its personnel and strong agency partnerships

from around the county and region. SCEMS itself employs approximately 25 personnel in combination. Our roster is made up of volunteer, part-time, and full-time employees. SCEMS's current roster has 2 volunteers, 6 part-time employees, and 16 full-time employees.

14. Title III Funding Request:

- a. **Total Skamania County 2022-2023 Title III Funds Requested: \$47,500**
(Total financial project costs are estimated at \$66,012). SCEMS anticipates contributing \$13,538 in budget and an additional \$5,000 + in value of in-kind contributions or via separate donations, for response needs that are in excess of our award and costs that are directly and indirectly related.)

Monitoring Plan:

- b. **How will you measure your project success and the quantifiable outcomes identified in Question 8?**
- c. **How will you report this information back to the Skamania County Commissioners:**

SCEMS does a quality assurance/quality improvement review of all medical incidents that we provide service for. These reviews are performed by our agency training officer and medical program director to ensure the highest and most appropriate level of treatments were performed. When our agency performs a technical rescue (rope, water rescue, etc.) we also perform a peer review of the incident to ensure quality services were provided. We will continue these processes while soliciting feedback from agencies we work with to further streamline our performance. We also strive to keep up to date with industry practices through training and established networks.

At the end of the contract cycle, as requested SCEMS would present the commissioners with a report of our years' activity related to this project. Additionally, we could fulfill any requests made during the contract cycle

PROJECT WORK PLAN

15. Lists the tasks and time frame. Name Individual(s), consultant(s), organization(s) responsible

<u>Tasks</u>	<u>Time Frame – Dates</u>	<u>Responsible Party/Name</u>
Respond and provide aid and transport to medical emergencies	Ongoing	Skamania EMS & Rescue (and contracted agencies)
Respond to motor vehicle incidents	Ongoing	Skamania EMS & Rescue
Respond to recreational and technical rescue incidents	Ongoing	Skamania EMS & Rescue
Seek and obtain training to renew/expand skills/abilities	Ongoing	Skamania EMS & Rescue
Obtain equipment necessary to successfully perform activities	Ongoing	Skamania EMS & Rescue

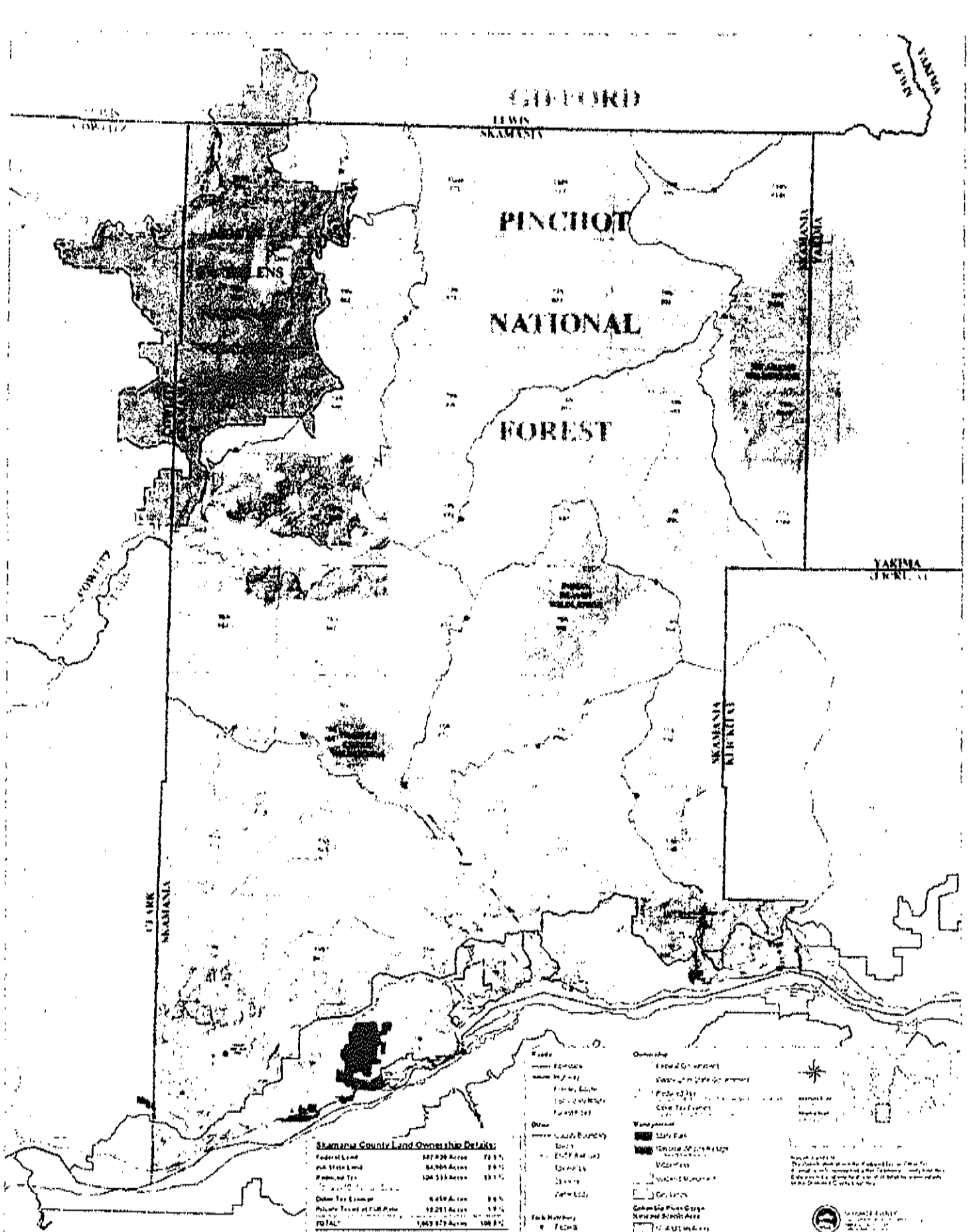
Project Budget (Include any in-kind personnel, good, services)

Item	County Title III Funds Requested	Other County Or Local agency Funds	State, Federal Or Other Contributions	Total Available Funds
17. Salaries	7,855			7,855
18. Benefits		6,542		6,542
19. Materials & Supplies				
20. Contracted Services	7,500	2,500		10,000
21. Travel				
22. Interfund Costs				
23. Other operating Costs	7,120			7,120
24. Operations Subtotal				
25. Indirect Sponsor Costs for non-county projects (non-profits, other government agencies, etc) (project administration/ overhead not to exceed 12.5%)	N/A	N/A	N/A	N/A
26. Capital Costs (specify) All Terraine Vehicle	25,000	4,496	5,000	34,496
27. Total Project Budget	47,475	13,538	5,000	66,013

28. Identify Source(s) and amounts of other County or local agency contributions in budget: In kind contributions from the agency's existing and projected budget; as well as registration fees for training of non-member personnel who respond with partner agencies; service fees for the provision of rescue services to non-residents.

29. Identify Source(s) of state, federal, and other contributions in budget: Pending grant request, application.

30. Attach a worksheet that shows calculations for budget line items (i.e. personnel positions, hours, rates of pay, benefits, listing of contracted services and amounts.) As attached, Exhibit B



Skamania County Land Ownership Details:

Federal Land	187,826 Acres	73.3%
WA State Land	84,904 Acres	33.1%
Private Land	104,313 Acres	41.1%
Indian Reservations	0 Acres	0%
Other Tax Exempt	4,459 Acres	1.7%
Private Tract of US Forest	12,211 Acres	4.7%
Private Tract of State Forest	1,211 Acres	0.5%
TOTAL	256,723 Acres	100.0%

EXHIBIT A:
SKAMANIA COUNTY EMS, TITLE III APPLICATION

Skamania County Public Hospital District

EMS and Rescue Response in Skamania County, Washington

EXPENSE 2022/23 PROJECT (07/2022-06/2023)

<u>Total Estimated Project:</u>	<u>\$</u>	<u>66,012</u>	<u>Project Budget Detail</u>	<u>Hours</u>
Personnel - Paramedic	\$	3,686	On Duty @ \$40.95 Regular	60/20
Personnel - EMT	\$	2,779	On Duty @ \$32.08 Regular	60/20
Personnel - AEMT	\$	1,390	On Duty @ \$32.08 Regular	30/10
Apparatus	\$	7,120	Daily Rate w/o Operator	N/A
Contracted Services	\$	10,000	Interlocal Agreements for Service	
Training Expense	\$	-		
Equipment Expense	\$	34,496	All-Terraine Vehicle (Includes estimated tax)	
Overhead	\$	6,542	11% - NOT BILLED BACK, REFERENCE ONLY	

HISTORICAL DATA

BUDGET 2021/22 PROJECT (07/2021-06/2022)

Total Funding Request: \$ 53,275

CONTRACT AWARD: \$46,773

Total Project Expense: Pending

BUDGET 2020/21 PROJECT (07/2020-06/2021)

Total Funding Request: \$ 45,882

CONTRACT AWARD: \$41,667

Total Project Expense: \$ 37,611.00

BUDGET 2019/20 PROJECT (07/2019-06/2020)

Total Funding Request: \$ 30,748

CONTRACT AWARD: \$30,000

Total Project Expense: \$ 33,782.00

BUDGET 2018/19 PROJECT (07/2018-06/2019)

Total Project Budget: \$ 25,059

CONTRACT AWARD: \$25,000

Total Project Expense: \$ 38,755.00

BUDGET 2017/18 PROJECT (07/2017-06/2018)

Total Project Budget: \$ 23,750

CONTRACT AWARD: \$13,000

Total Project Expense: \$ 7,743.86

DATE: May 17, 2022

TO: The Skamania County Pioneer
PO Box 250
Stevenson, WA 98648

FROM: Skamania County Commissioners
Clerk of the Board
PO Box 790
Stevenson, WA 98648

Please publish the following documents on the dates indicated:

1. Set date for Public Hearing – legal notice – publish May 25th and June 1nd 2022
2. Please sent bill to:
Skamania County Commissioners
Attn: Debbie Slack
P.O. Box 790
Stevenson, WA 98648

Public Hearing on; July 19, 2022

**AGREEMENT
SKAMANIA COUNTY FIRE DISTRICT #1**

THIS AGREEMENT is entered into between Skamania County, hereinafter referred to as the COUNTY, and Skamania County Fire District #1, hereinafter referred to as SCFD #1.

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

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

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

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

WHEREAS the Secure Rural Schools Act (SRS) was reauthorized by Public Law 117-58, Section 302 and signed by the President on November 15, 2021; and

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

NOW THEREFORE BE IT RESOLVED, pursuant to Public Law 106-393, Section 301-302 and RCW 39.34.030, the COUNTY and SCFD #1 hereby agree as follows:

1. PURPOSE

Provide response to areas of the Gifford Pinchot National Forest and Forest Service owned lands in the Columbia Gorge Scenic Area that border Fire District #1 boundaries, which are not protected by an assigned fire district, for fire, rescue and medical emergencies, including calls for trail rescue, rope rescue, motor vehicle collisions, hazardous materials, public assistance calls, and to reallocate funds to training that supports the project should the call volume be less than anticipated.

2. RESPONSIBILITIES OF SCFD #1

- A. Provide response to calls for fire emergencies, motor vehicle collisions, recreational incidents, technical rescues, industry related incidents and provide first response to medical emergencies.
- B. Complete a written report on each official interaction with the public and compile it into an annual report of activities that occurred.

- C. Provide proof of liability insurance in the amount of at least \$1,000,000 per incident and per occurrence. Said insurance shall list the COUNTY, its public officials, agents and employees, as a named as additionally insured.
- D. Prepare and submit completed reports, requests for reimbursement and supporting documentation for review and approval in accordance with Section 3 of this Agreement.
- E. Maintain records of the actual cost for providing services under this Agreement to help establish future costs.
- F. Provide all other services outlined in 2022/2023 Title III Project Application.

3. AWARD AND PAYMENT TERMS

This agreement shall be funded by Title III funds under Public Law 106-393 Secure Rural Schools and Community Self-Determination Act of 2000 and reauthorized by Public Law 117-58 and signed into law by the President on November 15, 2021. Each Agency shall be responsible to provide through its budget the funds necessary to provide the services provided under this Agreement. The COUNTY and SCFD #1 shall each be responsible to establish and maintain a budget to implement this Agreement.

- A. The COUNTY will pay the SCFD #1 no more than \$12,358 on a reimbursable basis for salaries and benefits, supplies, materials, contracted services, travel, training, and other operating costs.
- B. SCFD #1 shall submit a request for reimbursement at least bi-annually.
- C. The COUNTY shall reimburse the SCFD #1 at least bi-annually and within 30 days of receipt of an approved complete; and correct billing from SCFD #1.
- D. SCFD #1 shall submit a final request for the 2022/2023 contract reimbursement no later than July 6, 2023.

4. AGREEMENT PERIOD

This Agreement shall begin on July 1, 2022 and continue until June 30, 2023. This agreement may be extended upon the mutual written consent of the parties.

5. ADMINISTRATOR

Pursuant to RCW 39.34.030(4), Debbie Slack shall serve as the administrator under this agreement for the COUNTY and Dustin Shields shall serve as the administrator under this agreement for the SCFD #1.

6. INSURANCE

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

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

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

7. NONDISCRIMINATION

During the performance of this Agreement, both parties shall comply with the SCFD #1's Nondiscrimination Plan and with all applicable federal, state, and local laws. Requirements of the SCFD Nondiscrimination Plan are hereby incorporated by reference.

8. DISPUTE RESOLUTION

Disputes shall be determined by a Dispute Board in the following manner: Each party to this contract shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. This dispute resolution procedure shall not modify or reduce either party's rights to judicial proceedings.

9. TERMINATION

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

10. INDEPENDENT CONTRACTOR

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

11. ASSIGNMENT

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

12. PROPERTY RIGHTS

All written reports and other documents (other than documents containing private or confidential medical information) prepared by SCFD #1 in performance under this Agreement shall be copied to the COUNTY and shall be the joint property of SCFD #1

and the COUNTY. SCFD #1 agrees and grants to the COUNTY the right to reproduce, use, disclose all or any part of any report, data, or other information provided to the County pursuant to this paragraph.

13. INDEMNIFICATION

SCFD #1 shall indemnify, hold harmless, and defend the COUNTY, its officers and employees, against any and all liability, loss, cost, damages, expenses, claims or actions, including attorney's fees, to the extent arising out of any act or omission of SCFD #1 in the execution, performance, or failure to perform under this Agreement.

14. ACQUISITION, HOLDING AND DISPOSITION OF ASSETS

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

15. NOTICES

FOR SKAMANIA COUNTY FIRE DISTRICT #1	FOR SKAMANIA COUNTY
<p><u>Notices and payments should be sent to:</u> Dustin Shields Skamania County Fire District #1 P.O. Box 309 Carson, WA 98610 Phone: 509-427-8698 or Cell: (509) 427-8855 (Mobile) E-mail: chief@skamaniafire1.com</p>	<p><u>Notices and reimbursement requests should be sent to:</u> Skamania County Commissioners Attn: Debbie Slack P.O. Box 790 Stevenson, Washington 98648 Phone: 509-427-3700 E-mail: slack@co.skamania.wa.us</p>

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

16. ENTIRE AGREEMENT

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

17. MODIFICATION

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

18. SEVERABILITY

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

19. WAIVER

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

20. APPLICABLE LAW

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

APPROVED this 16th day of August 2022.

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

**SKAMANIA COUNTY
FIRE DISTRICT #1**

Chair

Chair

Commissioner

Commissioner

Commissioner

Commissioner

Chief

ATTEST:

APPROVED AS TO FORM ONLY:

Adam Kick
Prosecuting Attorney

Debbie Slack
Clerk of the Board



Skamania County Fire District # 1
PO Box 309
Carson, WA 98610

509.427.8698 Station 1-1

April 26, 2022

Skamania County
Board of Commissioners
Clerk of the Board
PO Box 790
Stevenson, WA 98648

Honorable Commissioners and Clerk of the Board:

Skamania County Fire District #1 is grateful for the opportunity to apply for project year 2022-2023 Title III funding. During the last application period, Fire District #1 elected not to ask for funds, and instead, wrote a letter supporting Skamania EMS & Rescue in our joint endeavors. This year, we are asking that you award us funding to offset the costs of providing and preparing for District response to calls for wildfires, rescues, and motor vehicle accidents on federally managed lands within Skamania County. If awarded, funding will cover costs associated with wages, equipment and apparatus deployment for the covered areas bordering and within Fire District 1, to include the south Gifford Pinchot National Forest and Columbia River Gorge National Scenic Area.

Volunteer fire districts are disappearing in the state of Washington, and nation-wide, due to both rising costs and compliance with standards and regulations. Skamania County Fire District #1 remains committed to preserving high-quality fire service and motor vehicle accident response for our residents and visitors, while actively seeking alternative funding sources to defray the costs to our constituents. Title III funding is one of these important sources.

Included with our application you will find a map of Skamania County Fire District #1 and our extended service area (Exhibit A). You will also find our proposed project budget (Exhibit B). While call volume does fluctuate from year to year, Fire District #1 receives an average of 10 calls per year in our extended service areas, with an average time per event of approximately two hours. We used these numbers to calculate the figures in our proposed budget. We have included a request in our application to allow for some flexibility with funding, if awarded, enabling the District to make responsible decisions with appropriated funds.

Finally, Fire District #1 would like to express our gratitude for the opportunity you have provided, and we look forward to discussing our proposal with you in the upcoming months. Until then, please reach out to me with any questions you may have at your convenience.

Humbly,

LaRene Huber
LaRene Huber
Secretary

on behalf of Dustin Shields, Chief

SKAMANIA COUNTY, WASHINGTON
Title III Project Submission Form
For Projects in 2022-2023

Secure Rural Schools and Community Self-Determination Act
Public Law 005-141

Submission deadline: April 28, 2022

Submit to: Skamania County Board of Commissioners
PO BOX 790
Stevenson, WA 98648 or email: slack@co.skamania.wa.us

1. Project Number: (assigned by County)
2. Project Name: South Gifford Pinchot/Columbia Gorge Scenic Area Fire & Rescue
3. Project Sponsor: Skamania County Fire District # 1
4. Sponsor's Contact Information
 - a. Contact Name: **Dustin Shields, Chief**
 - b. Contact Address: **PO Box 309, Carson, WA 98610**
 - c. Contact Phone: **509.427.8698 (Station 1-1) 509.427.8855 (Mobile)**
 - d. Contact Email: **chief@skamaniafire1.com**
info@skamaniafire1.com
 - e. Contact Fax: **None**
5. Project Location
 - a. Location: **Federally-managed public lands in the Gifford Pinchot National Forest and Columbia Gorge Scenic Area surrounding Fire District #1. (See attached map, Exhibit A)**
 - b. National Forest/District (if applicable): **Gifford Pinchot National Forest**
 - c. Other Lands: State XX Tribal XX Federal XX County XX City XX Private XX
6. Project meets the following authorized use of funds * (see instructions for expanded definitions of authorized uses/check all applicable uses):
 - Reimbursable Search, Rescue and Emergency Srvcs/National Forest Land
 - Firewise Activities
 - Training Costs and Equipment Purchases directly related to emergency services
 - Community Wildfire Protection Plans

*See application instructions package for expanded definition of authorized uses

7. Project Description (address each question)

a. Describe the project:

In years past, Skamania County Fire District #1 has been awarded Title III funds to address calls for service in federally managed lands in the Gifford Pinchot National Forest and Columbia Gorge Scenic Area surrounding Fire District #1. The District is submitting an application for the upcoming project year (2022-2023) to address the needs of residents and visitors to the areas. Because call volume fluctuates from season to season, and Title III funding is based on reimbursement, the district requests that our funding be fluid; with an allowance to use it for call reimbursements and equipment purchases directly related to operational readiness for the services we provide under this contract.

The federally managed areas of the Gifford Pinchot National Forest and the Columbia Gorge Scenic Area that border the taxing district boundaries where we provide response for fire and rescue emergencies are not covered by an assigned fire district, and are without a funding mechanism. Areas surrounding our response area are some of the highest travelled and utilized areas in the National Forest and the Gorge.

Dispatching local resources is key in providing quality immediate response to emergencies for our county residents and visitors. In addition to providing fire suppression services for structural and wild land firefighting, Fire District #1 responds to many types of calls, including motor vehicle collisions, hazardous materials, public assistance calls, and manpower assistance to rescue calls.

Funding of this project provides a benefit to taxpayers of Skamania County, who will not have to bear the entirety of costs associated with fire and rescue response on federal lands.

b. Identify project readiness:

Fire District #1, through mutual aid, works closely with Skamania EMS & Rescue and the Skamania County Sheriff's Office to provide the best possible emergency services for residents and visitors in known locations that are requiring immediate assistance. Fire District #1 employs 10 apparatus designed to work in a variety of terrains and environments specific to our region. Additionally, all FD#1 officers and tenured personnel are well trained in ICS. These services are established programs that the fire district has supported for years.

c. Identify project partners and how they will work together:

As noted in Section 7, Item B.

d. Identify if this is a continuation of a previously funded Title III Project:

As noted in Section 7, Item A.

8. Statement of Project Goals and Objectives (address each question)

a. What are the expected outcomes of the project?

Funding this project would not only continue services being provided, but allow us to continue to grow and meet the increasing needs for service on our forest lands. It is a mechanism to provide immediate response to parties in need, while decreasing the burden of the local community being the only funding mechanism.

b. How does the project meet the purposes of legislation?

PL 106-393, Sec. 103 outlines the payments to counties for the benefit of public safety, law enforcement, education and other public purposes. Our project, for the provision of fire suppression and rescue services clearly meets the purpose of Title III funding and defines the overall intent of PL 106-393, restoring stability and rendering a measure of reimbursement to counties affected by federal land ownership and dwindling tax revenue.

c. How is the project in the best public interest? Identify benefits to community and federal lands?

First responders, and primarily Fire District # 1 have the capability to reach injured visitors and fire incidents in the southern portion of the Gifford Pinchot National Forest and Columbia Gorge Scenic Area quickly. Recreational use of these areas increase year after year, and so, too, does the financial burden to Skamania County residents.

9. Measurements of project accomplishments/expected goals:

OUTCOME	EXPLANATION
Total Miles:	See attached map, Exhibit A
Total Acres:	See attached map, Exhibit A
Number of Labor Days:	Variable (call dependent)
Estimated Participants:	20 + Volunteer Firefighters
Other (Specify):	None

10. Estimated project start date: Immediate (ongoing project within funding period)

11. Estimated project completion date: None (ongoing project within funding period)

12. Readiness to proceed: Are permits, environmental clearances, signed agreements, volunteers, etc. in place:

Yes

No (if No, explain): _____

13. Applicants qualifications and past experience with similar type projects (describe):
Skamania County Fire District #1 has been providing service in and around our community since 1959.

We have 20 active and well trained members who take a great amount of pride in providing quality emergency services to those in need. For numerous years we have provided responses for incidents of every type, including those on national forest lands relating to fire, recreation, and industry.

We work well with our fire/ems emergency response partners through mutual aid agreements, and have a good working relationship with the Skamania County Sheriff's Office.

14. Title III Funding Request:

a. Total Skamania County 2022-2023 Title III Funds Requested: **\$13,443**

15. Monitoring Plan:

a. How will you measure your project success and the quantifiable outcomes identified in Question 8?

Fire District #1 does an in-house review of all incidents that we provide service for. We will continue this process while soliciting feedback from agencies we work with to further streamline our performance. We strive to keep up-to-date with industry practices through training and established networks.

b. How will you report this information back to the Skamania County Commissioners?

At the end of each contract cycle, the fire district would present the commissioners with a report of our activity and fulfill any requests made throughout the year. Call detail, staff response and equipment use will be submitted at time of invoice as well.

16. Project Work Plan (list the task and time frame. Name individuals, consultants and organizations responsible):

TASKS	TIME FRAME (DATES)	RESPONSIBLE PARTY/NAME
Fire Response	On going	Fire District # 1 Personnel
Rescue Response	On going	Fire District # 1 Personnel

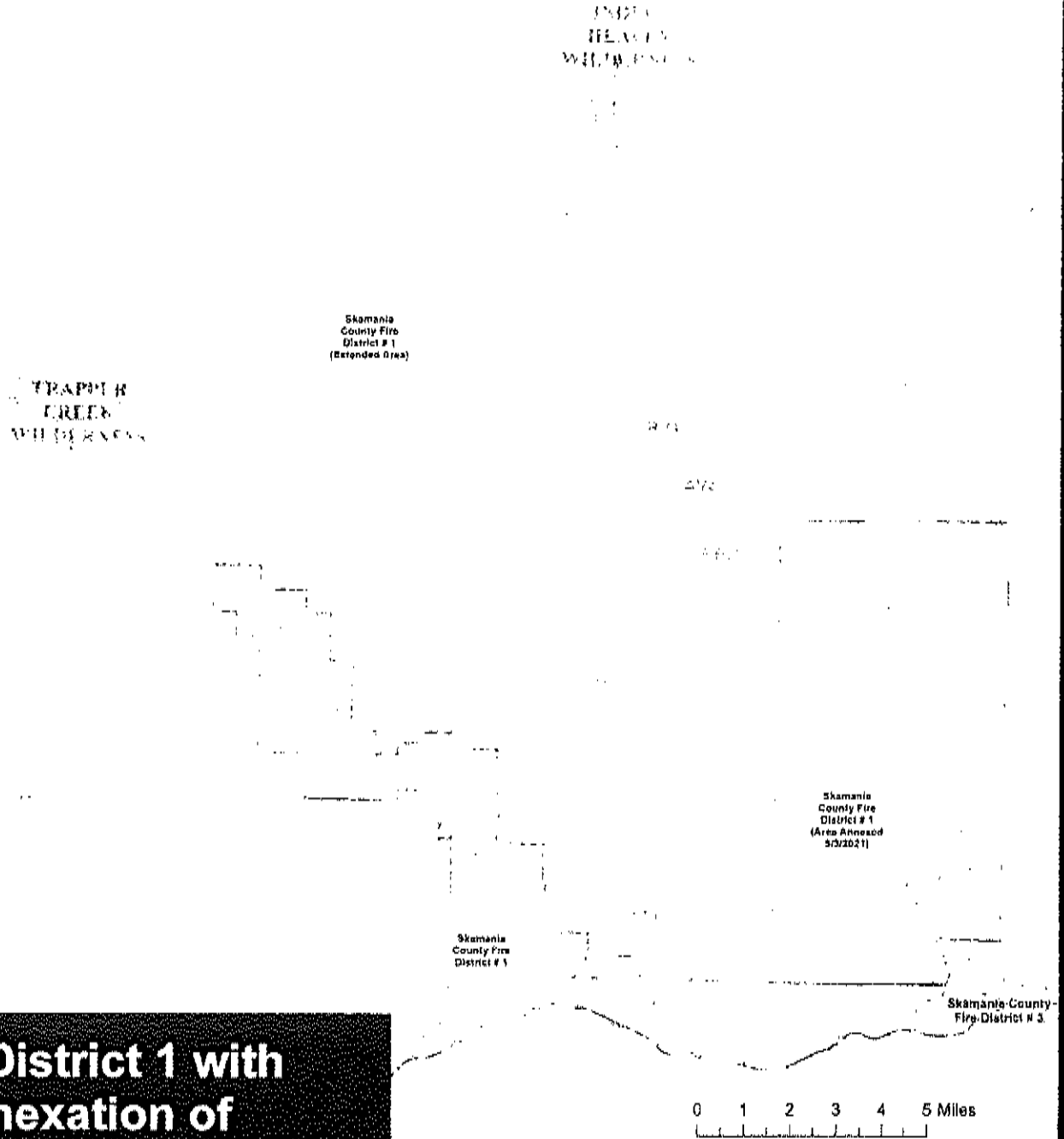
(Continued – Next Page)

Project budget (include any in-kind personnel, goods, services)

ITEM	COUNTY TITLE III FUNDS REQ.	OTHER COUNTY/LOCAL AGENCY FUNDS	STATE/FEDERAL OR OTHER CONTRIBUTIONS	TOTAL AVAILABLE FUNDS
17. Salaries	\$3,640	\$0	\$0	\$0
18. Benefits	** SEE INDIRECT COSTS **			
19. Materials/Supplies	\$3,000	\$0	\$0	\$0
20. Contracted Svcs	\$0	\$0	\$0	\$0
21. Travel	\$0	\$0	\$0	\$0
22. Interfund Costs	\$0	\$0	\$0	\$0
23. Other Operating	\$6,225	\$0	\$0	\$0
24. Operations Sub Total	\$0	\$0	\$0	\$0
25. Indirect Sponsor Costs for non-county projects (non-profits, other gov't agencies) <small>Admin./Overhead not to exceed 12.5%</small>	\$578	\$0	\$0	\$0
26. Capital Costs (specify) _____	\$0	\$0	\$0	\$0
27. Total Project Budget	\$13,443	\$0	\$0	\$

28. Identify source(s) and amount(s) of other County or local agency contributions in budget:
None.
29. Identify source(s) and amount(s) of state, federal and other contributions in budget:
None.
30. Attach a worksheet that shows calculations for budget line items (i.e. personnel positions, hours, rates of pay, benefits, listing of contracted services and amounts):
See attached, Exhibit B.

EXHIBIT A



Fire District 1 with Annexation of Mill A /Willard and Extended Area

- Fire District 1
- Fire District 1- Extended Service Area
- Federal Land
- State Land

DISCLAIMER: This map product was prepared by Skamania County and is for information purposes only. It may not have been prepared for use by suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.
Data Source and Map by Skamania County Assessor's & GIS, A. Hoffman, 10/13/2021



EXHIBIT B
Skamania County Fire District # 1
South Gifford Pinchot & Columbia Gorge Scenic Area
Fire and Rescue

TOTAL BUDGET

\$13,443

TOTAL BUDGET

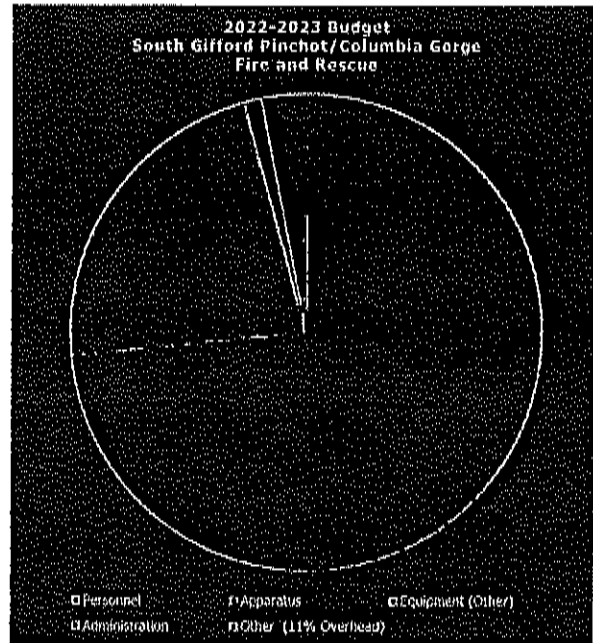
Personnel	\$3,640
Apparatus	\$6,225
Equipment (Other)	\$3,000
Administration	\$160
Other (11% Overhead)	\$418
TOTAL	\$13,443

PERSONNEL BUDGET

Incident Commander (\$42/Hour)	\$840
Officer/Captains (\$32/Hour)	\$640
Firefighter I (\$20/Hour) 2 Responding	\$800
Firefighter II (\$17/Hour) 4 Responding	\$1,360
Office Manager/Finance (\$32/Hour)	\$160
TOTAL	\$3,800

APPARATUS BUDGET

Rescue (\$56/Hour)	\$560
Pumper (\$139/Hour)	\$695
Tender/Tactical (\$112/Hour)	\$1,120
Brush (\$69/Hour)	\$690
Engine/Type I (\$133/Hour)	\$2,660
Engine/Type II (\$118/Hour)	\$0
Command Vehicle (\$50/Per Call)	\$500
TOTAL	\$6,225



Project Budget: 2022-2023 Title III
South Gifford Pinchot/Columbia Gorge Fire and Rescue

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number: 2022-2023

-Contract Status: (Check appropriate box) Original Renewal Amendment

2. Contractor Information: Contractor: North Country Emergency Medical Services
Contact Person: Shaun Ford
Title: Chief
Address: PO Box 189
Address: Yacolt, WA 98675
Phone: 360-686-3271

3. Brief description of purpose of the contract and County's contracted duties: Provide ambulance and rescue services within the Gifford Pinchot National Forest with special emphasis on certain Mt. St. Helens recreation areas during the months of July, August and early September. All other months NCEMS will respond from other stations as needed and available.

4. Term of Contract: From: July 1, 2022 To: June 30, 2023

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

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

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

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

6. Amount Budgeted in Current Year: \$76,165
Amount Not Budgeted in Current Year: \$-0-
Total Non-County Funds Committed: \$76,165 Source: Title III
TOTAL FUNDS COMMITTED: \$76,165

7. County Contact Person: Name: Debbie Slack
Title: Contract Administrator/Clerk of the Board

8. Department Approval: [Signature]
Department Head or Elected Official Signature

9. Special Comments:

AGREEMENT

NORTH COUNTRY EMERGENCY MEDICAL SERVICES

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

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

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

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

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

WHEREAS the Secure Rural Schools Act (SRS) was reauthorized by Public Law 117-58, Section 302 and signed by the President on November 15, 2021; and

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

NOW THEREFORE BE IT RESOLVED, pursuant to Public Law 117-58, Section 302 and RCW 39.34.030, NCEMS and the COUNTY hereby agree as follows:

1. PURPOSE

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

2. RESPONSIBILITIES OF NCEMS

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

1. Provide ambulance and/or rescue services, staffed with Emergency Medical Technicians, 365 days per year.
 2. During the months of July, August and early September provide ambulance and rescue services from the Pine Creek Information Center.
 3. During all other months provide ambulance and rescue services as needed and available from other stations.
- B. Complete a written report on each official interaction with the public and compile it into an annual report of activities that occurred within the NCEMS area.
 - C. Provide proof of liability insurance in the amount of at least \$1,000,000 per incident and per occurrence. Said insurance shall list the COUNTY, its public officials, agents and employees, as a named as additionally insured.
 - D. Prepare and submit completed reports, requests for reimbursement and supporting documentation for review and approval in accordance with Section 3 of this Agreement.
 - E. Maintain records of the actual cost for providing services under this Agreement to help establish future costs.
 - F. Provide all other services outlined in 2022-2023 Title III Project Application.
 - G. Provide supervision, direction and training to reduce liability exposure up to and including harassment and discrimination and injury.

3. AWARD AND PAYMENT TERMS

This agreement shall be funded by Title III funds under Public Law 106-393 Secure Rural Schools and Community Self-Determination Act of 2000 and reauthorized by Public Law 117-58 and signed into law by the President on November 21, 2021. Each Agency shall be responsible to provide through its budget the funds necessary to provide the services provided under this Agreement. The COUNTY and NCEMS shall each be responsible to establish and maintain a budget to implement this Agreement.

- A. The COUNTY will pay NCEMS no more than \$76,165 on a reimbursable basis for salaries and benefits, supplies, materials, contracted services, training and other operating costs.
- B. NCEMS shall submit a request for reimbursement at least quarterly.
- C. The COUNTY shall reimburse the NCEMS not more than monthly and at least quarterly within 30 days of receipt of an approved complete, and correct billing from NCEMS.
- D. NCEMS shall submit a final request for 2022/2023 contract reimbursement no later than July 6, 2023.

4. AGREEMENT PERIOD

This Agreement shall begin on July 1, 2022 and continue until June 30, 2023. This contract may be extended upon the mutual written consent of the parties.

5. ADMINISTRATOR

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

6. INSURANCE

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

7. NONDISCRIMINATION

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

8. DISPUTE RESOLUTION

Disputes shall be determined by a Dispute Board in the following manner: Each party to this contract shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. This dispute resolution procedure shall not modify or reduce either party's rights to judicial proceedings.

9. TERMINATION

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

10. INDEPENDENT CONTRACTOR

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

11. ASSIGNMENT

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

12. PROPERTY RIGHTS

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

13. INDEMNIFICATION

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

14. ACQUISITION, HOLDING AND DISPOSITION OF ASSETS

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

15. NOTICES

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

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

16. ENTIRE AGREEMENT

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

17. MODIFICATION

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

18. SEVERABILITY

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

19. WAIVER

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

20. APPLICABLE LAW

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

APPROVED this 16th day of August 2022.

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

**NORTH COUNTRY EMERGENCY
MEDICAL SERVICES**

Chair

Shaun Ford, Chief

Commissioner

Date: _____

Commissioner

ATTEST:

Debbie Slack
Clerk of the Board

APPROVED AS TO FORM ONLY:

Prosecuting Attorney

SKAMANIA COUNTY, WASHINGTON
Title III Project Submission Form
For Projects in 2022

Secure Rural Schools and Community Self-Determination Act
Public Law 005-141

Submission deadline: April 28, 2022

Submit to: Skamania County Board of Commissioners
PO Box 790
Stevenson, WA 98648 or email: slack@co.skamania.wa.us

1. Project Number: (assigned by County)
2. Project Name: NCEMS St. Helens Project
3. Project Sponsor: North Country Emergency Medical Service
4. Sponsor's Contact Information
a. Contact Name: Shaun Ford
b. Contact Address: PO Box 189, Yacolt, WA 98675
c. Contact Phone: 360-686-3271
d. Contact Email: s.ford@northcountryems.org
e. Contact Fax: 360-686-8127

5. a. Project Location: (attach project area map if applicable) <u>refer to attached map</u>
b. National Forest/District (if applicable) St. Helens District of the Gifford Pinchot National Forest, Mount St. Helens Volcanic Monument, Mount St. Helens Ranger District
c. Other Lands? State <input type="checkbox"/> Tribal <input type="checkbox"/> Federal <input type="checkbox"/> County <input type="checkbox"/> City <input type="checkbox"/> Private <input type="checkbox"/>

6. Project meets following authorized use of funds* (check all applicable uses)
<input checked="" type="checkbox"/> Reimbursable Search, Rescue, and Emergency Services on National Forest Lands
<input type="checkbox"/> Firewise Activities
<input type="checkbox"/> Training Costs and Equipment Purchases directly related to emergency services
<input type="checkbox"/> Community Wildfire Protection Plans
<input type="checkbox"/>
<small>*See application instructions package for expanded definition of authorized uses</small>

7. Project Description (Address each question)

a. Describe the project

North Country EMS will provide ambulance and rescue services staffed with trained emergency medical service personnel to areas of Skamania County as depicted in the attached service area map with special emphasis on certain Mount St. Helens recreational areas during the months of July, August and early September. All other months NCEMS will respond from other stations as needed and available. The staff is provided extensive area familiarization and other specific training in EMS/Rescue related emergencies in this unique area. The crews are housed in a residence provided by the US Forest Service in the lower compound at the Pine Creek Information Center during the summer months.

b. Identify project readiness

North Country EMS is an Advanced Life Support (ALS) transport and rescue service that is specialized in rural and backcountry EMS. We have highly skilled and experienced paramedics and emergency medical technicians (EMTs) and some of the best equipment available. North Country EMS has provided emergency medical service to this area since 1976. Throughout the years, we have grown to meet the needs of those seeking recreational activities, tourists, employees and residents of this area by providing emergency medical and rescue services.

c. Identify project partners and how they will work together

Since the beginning of our service in 1976 we have worked very closely with the US Forest Service and the Skamania County Sheriff's Office to provide emergency services to this area. The staff from the Mount St. Helens National Volcanic Monument have been very cooperative in assisting with housing our crews and providing critical information on trauma and medical incidents prior to our arrival. The Skamania County Sheriff's Office and North Country EMS have worked very well together in search and rescue operations in the National Forest along with other incidents that involve both agencies.

d. Identify if this is a continuation of a previously funded Title III project

This will be a continuation of previous projects.

7. Statement of Project Goals and Objectives (address each question)

a. What are the expected outcomes of the project?

The expected outcomes of the project are the same as in past years, which is to provide the most professional, responsive and effective emergency medical and rescue service to designated areas in Skamania County with emphasis on the Mount St Helens National Volcanic Monument during the months of July, August, and early September.

b. How does the project meet the purposes of the legislation?

As stated in the Title III portion of the Secure Rural Schools and Community Self Determination Act of 2000 search, rescue, and emergency services are eligible to receive funds.

c. How is the project in the best public interest? Identify benefits to community and federal lands.

It is in the public interest to have emergency medical service available close by in the summer months due to the high volume of visitors and the potential for injury and illness. The area serviced by North Country EMS has an influx of visitors during the summer months. With the high number of visitors, there are always injuries or medical emergencies. In 2021 North Country EMS had 27 calls for service with the highest volume June through September while our crews were stationed at Pine Creek. These calls may range from traumatic injuries sustained while hiking or climbing or from motorcycle or motor vehicle accidents to heart attacks and other emergency medical problems. North Country EMS also provides search and rescue to the Mount St. Helens area working closely with the Skamania County Sheriff's Office.

8. Measurement of Project Accomplishments/Expected Goals:

OUTCOME	Explanation
Total Miles:	n/a
Total Acres:	n/a
Number of Labor Days:	365
Estimated Participants:	n/a
Other (Specify):	

to. Estimated Project Start Date: July 1, 2022

11. Estimated Project Completion Date: June 30, 2023

12. Readiness to Proceed: Are permits, environmental clearances, signed agreements, volunteers, etc. in place? *1 Yes D No (if No, explain)

13. Applicants qualifications and past experience with similar type projects (describe)

North Country EMS is an Advanced Life Support (ALS) service that is specialized in rural and back country EMS. We have skilled and experienced paramedics and EMTs and the best equipment available.

North Country EMS has provided emergency medical service to Skamania County areas since 1976. More specifically, we have served the area since the eruption of Mount St Helens in 1980. Throughout the years, we have grown to meet the needs of those recreating in the area, the tourists, employees and residents, by providing emergency medical and rescue services.

North Country EMS has performed under the same grant guidelines for many years. We have continued to upgrade the equipment, communications, and services provided.

14. Title III Funding Request:

a. Total Skamania County 2022-2023 Title III Funds Requested: \$82,850

15. Monitoring Plan:

a. How will you measure your project success and the quantifiable outcomes identified in Question 8?

When the crews have an emergency medical or rescue call, they complete a St. Helens Project report. These reports are used to document all activities performed during the year. Any medical/trauma incident will be documented on a patient care report and reviewed by our Chief/Battalion chiefs. The leaders of the rescue team will review any rescue related incidents.

b. How will you report this information back to the Skamania County

Commissioners:

The Chief will compile an annual report of activities that will describe all activity for the year which occurred in Skamania County with emphasis on the St. Helens project area.

PROJECT WORK PLAN

16. Lists the tasks and time frame. Name Individual(s), consultant(s), organization(s) responsible

<u>Tasks</u>	<u>Time Frame - Dates</u>	<u>Responsible Party/Name</u>
Staff Pine Creek Station	Full time staffing, July, August & early September 2022	North Country EMS
End regular schedule staffing at Pine Creek Station	September 2022	North Country EMS
Respond and assist in fall, winter, and spring months as available and needed	September 2022-June 2023	North Country EMS
Hiring and orientation of employees	May/June 2023	North Country EMS
Begin Staffing Pine Creek Station	Weekends May/June 2023 while training	North Country EMS

Project Budget (Include an, in-kind personnel, good, services)

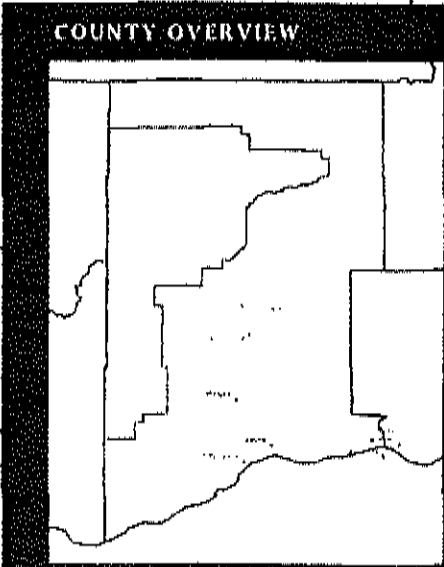
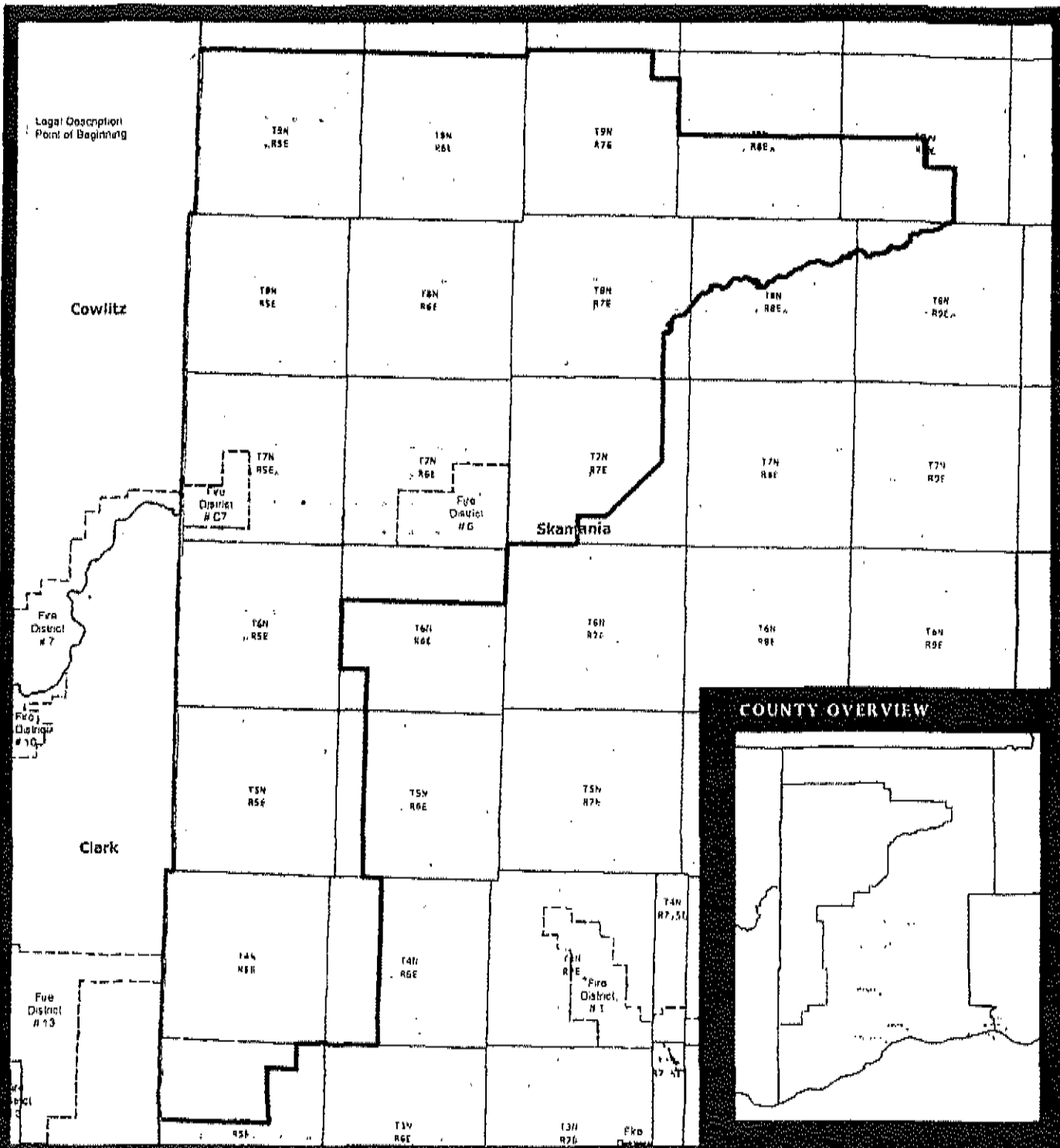
Item	County Title III Funds Requested	Other County Or Local agency Funds	State, Federal Or Other Contributions	Total Available Funds
17. Salaries	\$42,000			
18. Benefits	\$ 10,000			
19. Materials & Supplies	\$14,250			
20. Contracted Services	\$7,500			
21. Travel				
22. Interfund Costs				
23. Other operating Costs	\$9,100			
24. Operations Subtotal				
25. Indirect Sponsor Costs for non-county projects (non-profits, other government agencies, etc) (project administration/ overhead not to exceed 12.5%)	N/A	N/A	N/A	N/A
26. Capital Costs (specify) 				
27. Total Project Budget	\$82,850			

28. Identify Source(s) and amounts of other County or local agency contributions in budget:
 \$500 in ambulance fees, \$10,000 Skamania Hospital District contract, \$500 investment interest.
 The total annual budget is \$93,850.

29. Identify Source(s) of state, federal, and other contributions in budget:

30. Attach a worksheet that shows calculations for budget line items (i.e. personnel positions, hours, rates of pay, benefits, listing of contracted services and amounts.)

Budget worksheet attached.



LEGEND

- EMS District
- Townships Sections
- Fire Districts
- Major River

Skamania County Emergency Medical Service District 1 Boundary

1 2 3 4 5 12 Miles

REMARKS: This map product was prepared by Skamania County and is for informational purposes only. It may not have been prepared for legal purposes and should not be used as a substitute for legal advice. The user assumes all liability for any and all uses of this map product.

Absolute Scale
1:210,000
Relative Scale
1 in = 4.82 miles



SKAMANIA COUNTY
Department of Assessment (GIS)
Created by: Rick Lullitz
Creation date: 02/23/2011
Located in Skamania County

NORTH COUNTRY EMERGENCY MEDICAL SERVICE
2022 Skamania County EMS District #1 Budge - Fund 6272

REVENUE

Account Code	Description	Amount
3321070	TITLE III GRANT - SKAMANIA COUNTY	\$82,850.00
3422100	SKAMANIA HOSPITAL DISTRICT CONTRACT	\$10,000.00
3426000	AMBULANCE FEES	\$500.00
3611100	INVESTMENT INTEREST	\$500.00
	TOTAL INCOME	\$93,850.00

EXPENSE

Account Code	Description	Amount
100	SALARIES	\$42,000.00
200	BENEFITS	\$10,000.00
300	SUPPLIES	\$10,750.00
323	Medical supplies	\$1,500.00
326	Expendable supplies	\$150.00
328	Uniforms	\$800.00
329	Operating supplies	\$100.00
330	Building supplies	\$1,000.00
351	Vehicle supplies	\$500.00
352	Tires	\$200.00
353	Radio supplies	\$500.00
359	Other equipment supplies/ parts	\$2,000.00
360	Fuel	\$4,000.00
410	PROFESSIONAL SERVICES	\$5,000.00
411	OVERHEAD EXPENSE FOR OPERATIONS	\$17,000.00
450	RENTAL/ LEASE AGREEMENTS	\$2,600.00
460	INSURANCE	\$3,400.00
480	CONTRACT REPAIRS	\$3,000.00
490	MISCELLANEOUS	\$100.00
	TOTAL EXPENDITURES	\$93,850.00

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number 2022-2023

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

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

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

5. Term of Contract: From: July 1, 2022 To: June 30, 2023

6. Contract Award Process: (Check appropriate box)

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

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

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

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

7. Budget Committed in Current Year: \$63,895.40
Amount Not Budgeted in Current Year \$ -0-
Total Non-County Funds Committed: \$63,895.40 Source: Title III
Total County Funds Committed: \$
TOTAL FUNDS COMMITTED: \$63,895.40

8. County Contact Person: Name: Debbie Slack
Title: Contract Administrator/Clerk of the Board

9. Department Approval: [Signature]
Department Head or Elected Official Signature

10. Special Comments: _____

**AGREEMENT
SKAMANIA COUNTY SHERIFF**

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

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

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

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

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

WHEREAS the Secure Rural Schools Act (SRS) was reauthorized by Public Law 117-58, Section 302 and signed by the President on November 15, 2021; and

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

NOW THEREFORE BE IT RESOLVED, pursuant to Public Law 117-58, Section 302 and RCW 39.34.030, the COUNTY and SCS hereby agree as follows:

1. PURPOSE

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

2. RESPONSIBILITIES OF SCS

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

D. Provide all other services outlined in the 2022/2023 Title III Project Application.

3. AWARD AND PAYMENT TERMS

This agreement shall be funded by Title III funds under Public Law 106-393 Secure Rural Schools and Community Self-Determination Act of 2000 and reauthorized by Public Law 117-58 and signed by the President on November 15, 2021. Each Agency shall be responsible to provide through its budget the funds necessary to provide the services provided under this Agreement. The COUNTY and SCS shall each be responsible to establish and maintain a budget to implement this Agreement.

A. The COUNTY will pay the SCS no more than \$63,895.40 on a reimbursable basis for salaries and benefits, supplies, materials, contracted services, travel, training and other operating costs.

B. SCS shall submit a request for reimbursement at least quarterly.

C. The COUNTY shall reimburse the SCS not more than monthly and at least quarterly within 30 days of receipt of an approved complete and correct billing from SCS. The COUNTY will submit an operating transfer letter signed by the Board of Commissioners' Chair or designee to the Treasurer's office to transfer the reimbursement from the Title III fund to the Sheriff's Current Expense budget.

D. SCS shall submit a final request for June 2023 reimbursement no later than July 6, 2023.

4. AGREEMENT PERIOD

This Agreement shall begin on July 1, 2022 and continue until June 30, 2023. This agreement may be extended upon the mutual written consent of the parties.

5. ADMINISTRATOR:

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

6. TERMINATION

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

7. ENTIRE AGREEMENT

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

APPROVED this 16th day of August 2022.

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

SKAMANIA COUNTY SHERIFF

Chair

David S. Brown, Sheriff

Commissioner

Date: _____

Commissioner

ATTEST:

Debbie Slack
Clerk of the Board

APPROVED AS TO FORM ONLY:

Prosecuting Attorney

**SKAMANIA COUNTY, WASHINGTON
Title III Project Submission Form
For Projects in 2022-2023**

Secure Rural Schools and Community Self-Determination Act of 2000
Public Law 106-393

Submission deadline: April 28, 2022
Submit to: Skamania County Board of Commissioners
PO Box 790
Stevenson, WA 98648

1. Project Number: (assigned by County)
2. Project Name: Sheriff's Emergency Services
3. Project Sponsor: Skamania County Sheriff
4. Sponsor's Contact Information
a. Contact Name: David S. Brown
b. Contact Address: POB 790, Stevenson, WA 98648
c. Contact Phone: 509-427-9490
d. Contact Email: daveb@co.skamania.wa.us
e. Contact Fax: 509-427-4369

<p>5. a. Project Location: Gifford Pinchot National Forest and Columbia Gorge Scenic Area lands within Skamania County.</p> <p>b. National Forest/District: Same as above</p> <p>c. Other Lands? State <input checked="" type="checkbox"/> Tribal <input type="checkbox"/> Federal <input type="checkbox"/> County <input checked="" type="checkbox"/> City <input type="checkbox"/> Private <input checked="" type="checkbox"/></p> <p>A percentage of search and rescue calls for service as well as calls for other emergency services occur on lands adjacent to the National Forest and Gorge Scenic Area. The resources requested in this proposal may be occasionally utilized to assist in these areas.</p>
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<p>6. Project meets following authorized use of funds* (check all applicable uses)</p> <p><input checked="" type="checkbox"/> Reimbursable Search, Rescue, and Emergency Services on National Forest Lands</p> <p><input type="checkbox"/> Community Service Work Camp</p> <p><input type="checkbox"/> Easement Purchases</p> <p><input type="checkbox"/> Forest Related Educational Opportunities</p> <p><input type="checkbox"/> Fire Prevention and County Planning</p> <p><input type="checkbox"/> Community Forestry</p> <p>*See application instructions package for expanded definition of authorized uses</p>
--

7. Project Description (Address each question)

- a. Describe the project
- b. Identify project readiness
- c. Identify project partners and how they will work together
- d. Identify if this is a continuation of a previously funded Title III project.

The Skamania County Sheriff proposes to maintain Road Deputy wages and overtime, including maintenance and replacement of supporting equipment and services utilized to provide response to emergencies including Search and Rescue missions upon National Forest lands in Skamania County. The primary responsibilities of personnel will be response to emergency services and coordination of, search and rescue incidents. The geographical area of primary responsibility is the Gifford Pinchot National Forest and the Columbia River Gorge National Scenic Area within the boundaries of Skamania County. All SAR Coordinator Deputies will maintain appropriate training in Search and Rescue Coordination, emergency medical treatment, and training in the nationally recognized ICS and NIMS. This will allow the officers to be utilized in a command level position at the scene of incidents related to Search and Rescue, wildfires, and other emergencies

8. Statement of Project Goals and Objectives (address each question)

- a. What are the expected outcomes of the project?
- b. How does the project meet the purposes of the legislation?
- c. How is the project in the best public interest? Identify benefits to community and Federal lands.

The ongoing objective is to continue to enhance and improve necessary and appropriate emergency response capabilities of the Skamania County Sheriff to include search and rescue in the Gifford Pinchot National Forest and Columbia River Gorge National Scenic Area. We also continue to provide initial response to medical calls, reported wildfires and other public safety services. We intend to seek reimbursement for search and rescue, law enforcement patrols, training, equipment purchases related to emergency services and continuing necessary maintenance and replacement of equipment, material, and supplies expended, damaged or destroyed in response to incidents on National Forest System lands.

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9. Measurement of Project Accomplishments/Expected Goals:

OUTCOME	Explanation
Total Miles:	10,000
Total Acres:	1.1 million
Number of Labor Days:	365
Estimated Participants:	18
Other (Specify):	

10. Estimated Project Start Date: July 1, 2022

11. Estimated Project Completion Date: June 30, 2023

1. Readiness to Proceed: Are permits, environmental clearances, signed agreements, volunteers, etc. in place? **Yes** **No (if No, explain)**

2. Applicants qualifications and past experience with similar type projects (describe)

The Sheriff has the responsibility for Search and Rescue operations within Skamania County per the Revised Code of Washington (38.52.400). Skamania County and the Columbia River Gorge continue to have their recreational opportunities heavily promoted by the Forest Service as well as the business community. Recreational use continues to increase.

The current program has provided the Sheriff the opportunity to utilize Title 3 funds to provide necessary response to calls on National Forest System lands.

3. Title III Funding Request:

Total Skamania County 2022 Title III Funds Requested: \$69,503

4. Monitoring Plan:

a. How will you measure your project success and the quantifiable outcomes identified in Question 8?

Tracking the response of deputies to emergency calls, monitoring the length of time it takes to complete SAR calls, continued measuring of overtime costs for response to emergency calls in the GPNF and CRGNSA and overall cost analysis of the project.

b. How will you report this information back to the Skamania County

Commissioners:

The Commissioners will be provided with a report detailing the activities of the program upon request.

PROJECT WORK PLAN		
5. Lists the tasks and time frame. Name Individual(s), consultant(s), organization(s) responsible		
<u>Tasks</u>	<u>Time Frame – Dates</u>	<u>Responsible Party/Name</u>
Coordination of SAR missions	Ongoing	Skamania County Sheriff
Response to emergency calls on National Forest lands	Ongoing	Skamania County Sheriff
Collaboration with other SAR resources outside of Skamania County	Ongoing	Skamania County Sheriff
Initial and ongoing training of Search and Rescue Coordinators in Sheriff's Office	Ongoing	Skamania County Sheriff
Maintenance and acquisition of emergency response equipment	Ongoing	Skamania County Sheriff

Project Budget (Include any in-kind personnel, good, services)

Item	County Title III Funds Requested	Other County Or Local agency Funds	State, Federal Or Other Contributions	Total Available Funds
17. Salaries	\$31,387			\$31,387
18. Benefits	\$8,116			\$ 8,116
19. Materials & Supplies	\$21,000			\$21,000
20. Equipment Replace	\$3,500			\$3,500
21. Equipment Repair	\$1,500			\$1,500
22. Equipment Maint.	\$1,500			\$1,500
23. Other operating Costs	\$2,500			\$2,500
24. Operations Subtotal	\$69, 503			\$69,503
25. Indirect Sponsor Costs	\$0			\$0

(project administration/ overhead not to exceed 12.5%)				
26. Capital Costs (specify) <hr/> <hr/>				
27. Total Project Budget	\$69,503			\$69,503

28. Identify Source(s) and amounts of other County or local agency contributions in budget: none

29. Identify Source(s) of state, federal, and other contributions in budget:
 There currently are no known state or other federal contributions factored into this proposed budget.

30. Attach a worksheet that shows calculations for budget line items (i.e. personnel positions, hours, rates of pay, benefits, listing of contracted services and amounts.)

Position	Hours	Wages	Benefits	Contracted Svcs
SAR Deputy	400	22,674	5,843	
Overtime	200	8,713	2,273	

DATE: May 17, 2022

TO: The Skamania County Pioneer
PO Box 250
Stevenson, WA 98648

FROM: Skamania County Commissioners
Clerk of the Board
PO Box 790
Stevenson, WA 98648

Please publish the following documents on the dates indicated:

1. Set date for Public Hearing -- legal notice -- publish May 25th and June 1st 2022
2. Please sent bill to:
Skamania County Commissioners
Attn: Debbie Slack
P.O. Box 790
Stevenson, WA 98648

Public Hearing on; July 19, 2022

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number 2022-2023

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

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

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

5. Term of Contract: From: July 1, 2022 To: June 30, 2023

6. Contract Award Process: (Check appropriate box)

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

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

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

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

7. Budget Committed in Current Year: \$35,468
Amount Not Budgeted in Current Year \$ -0- Source: _____
Total Non-County Funds Committed: \$35,468. Source: Title III
Total County Funds Committed: \$ -0-
TOTAL FUNDS COMMITTED: \$35,468

8. County Contact Person: Name: Debbie Slack
Title: Contract Administrator/Clerk of the Board

9. Department Approval: Debbie Slack
Department Head or Elected Official Signature

10. Special Comments: _____

AGREEMENT

UNDERWOOD CONSERVATION DISTRICT

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

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

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

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

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

WHEREAS the Secure Rural Schools Act (SRS) was reauthorized by Public Law 117-58, Section 302 and signed by the President on November 15, 2021; and

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

NOW THEREFORE BE IT RESOLVED, pursuant to Public Law 117-58, Section 302, and RCW 39.34.030, UCD and the COUNTY hereby agree as follows:

1. PURPOSE

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

2. RESPONSIBILITIES OF UCD

- A. Provide landowner outreach and education by implementing projects to reduce wildfire hazards for residents, homeowners, and land managers, as outlined in the 2022 Title III Project Application and utilize Forest Youth Success involvement for Firewise Project assistance.

- B. Submit an annual report of activities that occurred in Skamania County.
- C. Prepare and submit completed reports, requests for reimbursement and supporting documentation for review and approval in accordance with Section 3 of this Agreement.
- D. Maintain records of the actual cost for providing services under this Agreement to help establish future costs.
- E. Provide all other services outlined in the 2022 Title III Project Application.
- F. Provide supervision, direction, and training to reduce liability exposure up to and including harassment and discrimination and injury.

3. AWARD AND PAYMENT TERMS

This agreement shall be funded by Title III funds under Public Law 106-393 Secure Rural Schools and Community Self-Determination Act of 2000 and reauthorized by Public Law 117-58. Each Agency shall be responsible to provide through its budget the funds necessary to provide the services provided under this Agreement. The COUNTY and UCD shall each be responsible to establish and maintain a budget to implement this Agreement.

- A. The COUNTY will pay the UCD no more than \$35,468 on a reimbursable basis for salaries and benefits, supplies, materials, contracted services, travel, training, and other out of pocket expenses.
- B. UCD shall submit a request for reimbursement at least quarterly.
- C. The COUNTY shall reimburse the UCD not more than monthly and at least quarterly within 30 days of receipt of an approved complete and correct billing from UCD.
- D. UCD shall submit a final request for June 2023 reimbursement no later than July 6, 2023.

4. AGREEMENT PERIOD

This Agreement shall begin on July 1, 2022, and continue until June 30, 2023. This contract may be extended upon the mutual written consent of the parties.

5. ADMINISTRATOR

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

6. INSURANCE

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

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

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

7. **NONDISCRIMINATION**

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

8. **DISPUTE RESOLUTION**

Disputes shall be determined by a Dispute Board in the following manner: Each party to this contract shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. This dispute resolution procedure shall not modify or reduce either party's rights to judicial proceedings.

9. **TERMINATION**

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

10. **INDEPENDENT CONTRACTOR**

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

11. **ASSIGNMENT**

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

12. **PROPERTY RIGHTS**

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

13. INDEMNIFICATION

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

14. ACQUISITION, HOLDING AND DISPOSITION OF ASSETS

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

15. NOTICES - REIMBURSEMENT

UNDERWOOD CONSERVATION DISTRICT	FOR SKAMANIA COUNTY
<u>Notices and payments should be sent to:</u> Underwood Conservation District Attn: Tova Tillinghast P O Box 96 White Salmon, Washington 98672 Phone: 509-493-1936 E-mail: tovatillinghast@gorge.net	<u>Notices and reimbursement requests should be sent to:</u> Skamania County Commissioners Attn: Debbie Slack P.O. Box 790 Stevenson, Washington 98648 Phone: 509-427-3706 E-mail: slack@co.skamania.wa.us

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

16. ENTIRE AGREEMENT

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

17. MODIFICATION

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

18. SEVERABILITY

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

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

19. WAIVER

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

20. APPLICABLE LAW

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

APPROVED this 16th day of August 2022

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

**UNDERWOOD CONSERVATION
DISTRICT**

Chair

Tova Tillinghast, Director

Commissioner

Date: _____

Commissioner

ATTEST:

APPROVED AS TO FORM ONLY:

Clerk of the Board

Prosecuting Attorney

SKAMANIA COUNTY, WASHINGTON
Title III Project Submission Form
For Projects in 2022-2023

Secure Rural Schools and Community Self-Determination Act
 Public Law 005-141

Submission deadline: April 28, 2022

Submit to: Skamania County Board of Commissioners
 PO Box 790
 Stevenson, WA 98648 or email: slack@co.skamania.wa.us

1. Project Number: (assigned by County)
2. Project Name: Skamania County Firewise Community Defensible Space
3. Project Sponsor: Underwood Conservation District
4. Sponsor's Contact Information
a. Contact Name: Dan Richardson (and Tova Tillinghast)
b. Contact Address: PO Box 96, White Salmon, WA 98672
c. Contact Phone: 509-637-7003
d. Contact Email: dan@ucdwa.org (and tova@ucdwa.org)
e. Contact Fax: n/a

5. Project Location: Throughout Skamania County, mostly on private land (with possible work on public property adjacent to homes in wildfire-prone sites).
b. National Forest/District (if applicable) <u>Gifford Pinchot</u>
c. Other Lands? State <input type="checkbox"/> Tribal <input type="checkbox"/> Federal <input type="checkbox"/> County <input checked="" type="checkbox"/> City <input checked="" type="checkbox"/> Private <input checked="" type="checkbox"/>

6. Project meets following authorized use of funds* (check all applicable uses)
<input type="checkbox"/> Reimbursable Search, Rescue, and Emergency Services on National Forest Lands
<input checked="" type="checkbox"/> Firewise Activities
<input type="checkbox"/> Training Costs and Equipment Purchases directly related to emergency services
<input checked="" type="checkbox"/> Community Wildfire Protection Plans
<input type="checkbox"/>
<small>*See application instructions package for expanded definition of authorized uses</small>

7. Project Description

a. Describe the project

The Skamania County Firewise project centers around supporting residents and small Wildland-Urban Interface (WUI) communities in reducing their risk from wildfire. Through this program, Underwood Conservation District (UCD) assists people in strengthening their “defensible space” to preserve life and property in event of a wildland fire. Participation is, of course, strictly voluntary.

Core services provided by this program over the past several years have included:

- A mobile chipper service to reduce brush and woody debris around homes;
- Public tabling and films events, workshops and publications;
- In-person technical assistance for rural homeowners;
- An incentive program for residents to hire professional contractor help in lowering their wildfire risks;
- Coordination of community-scale fuels-reduction projects, as opportunities allow.

For the 2022-23 Firewise Program, UCD proposes to continue these efforts, re-invigorating the incentive program for residents, and also moving forward some proposed community projects in Mill A and elsewhere. Community-scale projects traditionally hosted in the Swift Lake area will be supported, as will other multi-property efforts as they arise.

b. Identify project readiness

UCD is ready to continue Firewise operations immediately, as funding allows. Renewing the Title III funding in summer 2022 will allow residents and communities to continue work through the most intense months of this wildfire season and prepare for 2023.

c. Identify project partners and how they will work together

Key partners evolve over the years, based on their capacity, interest, and conditions on the ground. UCD has partnered with numerous groups and agencies, including Skamania County Forest Youth Success (FYS); several fire protection districts; rural communities and cabin/homeowner associations at Northwestern Lake, Swift Lake, Skamania Landing, Interlaken, Mineral Springs, and elsewhere; Saving Skamania County; and Washington Department of Natural Resources (DNR).

The most important partners are Skamania County residents themselves. Homeowners and residents must be engaged around their homes to reduce wildfire hazards – we are here to support that, but we neither mandate the work nor can we do it for them, most of the time. (We do assist occasional residents who are elderly or otherwise unable to carry out limbing, brushing, etc.). Every mobile chipper visit we arrange, for example, comes after hours of a resident’s own work improving their defensible space.

We will continue identifying and strengthening partnerships wherever we can in 2022-23.

d. Identify if this is a continuation of a previously funded Title III project.

Yes, Skamania County Firewise is the continuation of a previously funded Title III project ("Skamania County Firewise, 2021-22").



The mobile chipper funded by the Skamania County Firewise Program, removing brush piles from around a rural home near Underwood. (UCD staff photo)

8. Statement of Project Goals and Objectives (address each question)

a. What are the expected outcomes of the project?

- The 2022-23 Firewise program will assist least 75 Skamania County households with technical assistance, the mobile chipper service, and/or direct management of community-scale defensible space project.
- UCD staff expect to coordinate at least two community-scale Firewise projects (community clean-up, CWPP-identified projects, shaded fuelbreaks, etc.), based on identified need with a community partner, such as a fire district or homeowners group.
- Conduct outreach at two or more community events, including and at least one UCD-produced workshop.
- Continuing to refresh and update several wildfire information/awareness kiosks' large signage at two or three sites in Skamania County.

b. How does the project meet the purposes of the legislation?

The Secure Rural Schools and Community Self-Determination Act's call to "provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires..."

The Skamania County Firewise Program acts in both the letter and the spirit of this legislation. This program's work is an ongoing effort to empower residents to adapt to wildfire and lower their risks from it. The specifications we use in carrying out this work are drawn from the Act and advisory documents on how to best implement it.

c. How is the project in the best public interest? Identify benefits to community and federal lands.

This program reduces the risks to individual homes and communities in the WUI, which is a compelling public interest, whether measured in terms of personal financial impact, community resilience, and firefighter safety. Wildfire research and experiences around the West shows that there's no such thing as fire-proof. But there is tilting the odds of a home surviving a wildfire by improving defensible space and homeowner awareness. The Skamania County Firewise Program serves people directly, person to person, in working to head off some of the foreseeable threat that wildfire poses to rural homes and communities.

The work carried out under this program also benefits adjacent federal lands, in that Skamania County residents live in proximity to an enormous area of the Gifford Pinchot National Forest. Some communities are surrounded by it. Fire is no respecter of boundaries, and work to reduce the threat of calamitous wildfire benefits all concerned.

9. Measurement of Project Accomplishments/Expected Goals:

OUTCOME	Explanation
Total Miles:	-
Total Acres:	25+ acres, estimated, of private land via the mobile chipper service, and coordinated community work crew projects.
Number of Labor Days:	At least 50 full staff-days from UCD Firewise technicians, plus at least 6-8 full days of chipping labor, and a significantly greater in-kind match labor from homeowners and other partners – at least another 25 work days in homeowner labor, we estimate.
Estimated Participants:	We estimate service to 75 or more households; and, an unknown hundreds of people informed through articles, mailers and other outreach efforts.
Other (Specify):	-

10. **Estimated Project Start Date:** July 15, 2022

11. **Estimated Project Completion Date:** June 15, 2023

12. **Readiness to Proceed: Are permits, environmental clearances, signed agreements, volunteers, etc. in place?** Yes No (if No, explain)

Permits are not generally required to work on wildfire hazard-reduction activities around homes with landowners. We assist landowners, when necessary, to engage relevant environmental compliance authorities (e.g., the National Scenic Area), on a site-by-site basis. We sign agreements with landowners involved with contract crews, youth crews and similar projects they do not perform themselves. Other agreements (e.g., mobile chipper contracting) are produced and signed during the course of the work season; we are familiar with those and anticipate no delays in producing them as needed.

13. **Applicant's qualifications and past experience with similar type projects (describe)**

UCD is a public, local agency operating under state laws and regulations. Firewise is one of several natural resource programs and grants that UCD operates every year. Agency staff receive high marks in periodic state audits. UCD staff implements the Skamania County Firewise Program with professionalism and efficiency.

UCD has operated this program since approximately 2012, with varying levels of funding and outcomes, but with a steady presence. Staff have provided technical advice and assistance to at least several hundred residents over the years. Additionally, UCD has participated in presentations and workshops. More than 800 residences have been served through the mobile chipper service.

Title III Funding Request:

a. **Total Skamania County 2022-2023 Title III Funds Requested: \$38,580.67**

14. **Monitoring Plan:**

a. **How will you measure your project success and the quantifiable outcomes identified in Question 8?**

We track several areas, including:

- Documentation by residents participating in Firewise programs, including approximate acreage and location (community or locale) of fuels-reduction treatments, dollars spent, landowner hours contributed and number of landowners assisted.

- Documentation of Firewise community-scale demonstration project outcomes, such as the number of community members and volunteers involved, acres treated, publicity received and community response.
- The number and approximate location (community or locale) of Skamania County residents participating in the mobile chipper service and the Firewise Incentive Program.
- The number and approximate location of Skamania County residents given individual home wildfire hazard assessments and related one-on-one technical assistance.
- Other pertinent metrics, such as the location, curriculum and number of residents attending free public Firewise workshops completed in Skamania County.

b. How will you report this information back to the Skamania County Commissioners:

By a year-end written report.

PROJECT WORK PLAN

15. Lists the tasks and time frame. Name Individual(s), consultant(s), organization(s) responsible.

<u>Tasks</u>	<u>Time Frame – Dates</u>	<u>Responsible Party/Name</u>
Manage the Mobile Chipper Service – publicity, scheduling, contracting.	Through funding period (July 2022-June 2023).	UCD Staff (FW Coordinator, Technician)
Provide technical assistance to community members for the planning and coordination of Firewise Community projects. Objective: <i>At least two</i> community-scale projects.	Through funding period	UCD Staff in partnership with cooperating communities, agencies
Provide individual Wildfire-Hazard Home Assessments and other technical assistance to Skamania County residents.	Through funding period	UCD Staff (FW Coordinator, Technician)
Provide public presentations and outreach information to Skamania County residents. Objective: participate or host <i>at least two</i> public informational events.	Through funding period	UCD Staff (FW Coordinator, Technician)
Project administration and vouchering.	Monthly: through funding period.	UCD Staff (Admin)

Project Budget (Include any in-kind personnel, good, services)

Item	County Title III Funds Requested	Other County Or Local agency Funds	State, Federal Or Other Contributions	Total Available Funds
17. Salaries	13,147.41			
18. Benefits	5,207.74			
19. Materials & Supplies	750.00			
20. Contracted Services	17,390.00			
21. Travel	250.00			
22. Interfund Costs	0.00			
23. Other operating Costs	0.00			
24. Operations Subtotal	36,745.16			
25. Indirect Sponsor Costs for non-county projects (non-profits, other government agencies, etc) (project administration/ overhead not to exceed 12.5%)	1,835.52	N/A	N/A	N/A
26. Capital Costs (specify)	0.00			
27. Total Project Budget	38,580.67			

28. Identify Source(s) and amounts of other County or local agency contributions in budget:

We attempt to partner with other local agencies (fire districts, e.g.) on outreach and project identification, but we do not get funding from those partners.

29. Identify Source(s) of state, federal, and other contributions in budget:

We have not budgeted for additional matching funds that may be forthcoming from the state for wildfire-reduction programs. The chance of that is real but unquantifiable at this time. Additionally, we are not listing allied or matching funds that might be brought to bear by Washington DNR. This, too, remains a possibility, especially in western Klickitat County.

30. Attach a worksheet that shows calculations for budget line items (i.e. personnel positions, hours, rates of pay, benefits, listing of contracted services and amounts.)

Outcome	Position	Bilateral Project		Bilateral		Travel	Materials and Supplies		Contracted Services		Direct Operating Costs	Total 2021-22 Title III Request
		Project No/yr	Cost	Project No/yr	Cost		Description	Cost	Description	Cost		
Outreach, Education & Project Implementation	Devote Manager	18	792,52	18	498,63	231.00	Office Equipment	50.00	Outreach Advertising & Publicity	320.00		
	Finance Contractor	228	7,749,22	228	2,837,83		Moving & Travel Reimbursement	100.00	Multi-Channel Outreach	4,000.00		
	Finance Technician	180	3,444,52	180	1,283,33		Field Equipment	100.00	Finance Incentive Program	4,000.00		
							Community Project Rental & Equipment	150.00	Event Youth Services	2,640.00		
	Admin	32	1,169,88	32	626,13		Technical Training & Consulting EA	400.00	Finance Community Assistance Case	2,400.00		
	Sub-Total	378.00	13,147.41	378.00	5,287.74	250.00		750.00	17,359.88	1,413.52	14,946.37	
	Total (Cumulative)		\$ 13,147.41		\$ 5,287.74	\$ 250.00	\$ 9,338.18		\$ 17,359.88	\$ 1,413.52	\$ 14,946.37	TOTAL REQUEST

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number 4650-DR-WA

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

3. Contractor Information: Contractor: Emergency Management Division
 Contact Person: Gary Urbas
 Title: Public Assistance Program
 Address: Building 20B, MS: TA-20
 Address: Camp Murry, WA 98430-5122
 Phone: 253-512-7402

4. Brief description of purpose of the contract and County's contracted duties: Disaster Declaration needs to be updated with Designated Applicant Agents and County Commissioner's

5. Term of Contract: From: December 26, 2021 To: March 29, 2026

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

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

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

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

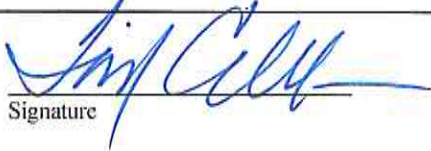
7. Amount Budgeted in Current Year:	\$	
Amount Not Budgeted in Current Year	\$	Source: _____
Total Non-County Funds Committed:	\$	Source: _____
Total County Funds Committed:	\$	
TOTAL FUNDS COMMITTED:	\$	

8. County Contact Person: Name: Tim Elsea
 Title: Public Works Director

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

10. Special Comments: _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Public Works Department	 Signature
<u>AGENDA DATE</u>	August 16, 2022	
<u>SUBJECT</u>	Designated Applicant Agents for FEMA	
<u>ACTION REQUESTED</u>	Approve Applicant Agents for FEMA Contracts	

SUMMARY/BACKGROUND

The Public Assistance Program of the Washington State Military Department (MIL Department) and the Federal Emergency Management Department (FEMA) that grant funding for emergencies by declaration have indicated the following Disaster Declaration needs to be updated with Designated Applicant Agents and the County Commissioner's signatures for their files:

- FEMA 4650 DR-WA Sever Winter Snowstorms, Straight-inline Winds, Flooding, Landslides, and Mudslides

FISCAL IMPACT

No Fiscal Impacts to Skamania County

RECOMMENDATION

Commissioner's sign appropriate section of the Disaster Declarations Agents as indicated by the Washington State Military Department and Federal Emergency Management Agency.

LIST ATTACHMENTS

- 2- Original Grant Agreements (signed in blue ink)
- 1-Skamania County Designation for Agent/Alternate for 4650-DR-WA
- 1-FEMA 4650-DR-WA Signature Authorization Form
- 1-Disaster Assistance Application
- 1-Debarment Form
- 1-W-9
- 1-Statewide Payee Registration
- 1-Audit Cert, & FFATA Reporting Form

**Washington State Military Department
PUBLIC ASSISTANCE GRANT AGREEMENT FACE SHEET**

1. SUBRECIPIENT Name and Address: Skamania County 240 NW Vancouver Avenue Stevenson, WA 98648		2. Grant Agreement Amount: To be determined, based upon approved project worksheets	3. Grant Number: D22-296
4. SUBRECIPIENT, phone/email: (509) 427-3701/mahar@co.skamania.wa.us		5. Grant Agreement Start Date: December 26, 2021	6. Grant Agreement End Date: March 29, 2026
7. DEPARTMENT Program Manager, phone/email: Gerard Urbas, (253) 512-7402 Gary.urbas@mil.wa.gov		8. Unique Entity Identifier (UEI) : QGNENMA6UFU7	9. UBI # (state revenue): 301000403
10. Funding Authority: Washington State Military Department (the "DEPARTMENT"), and Federal Emergency Management Agency (FEMA)			
11. Funding Source Agreement #: FEMA-4650-DR-WA	12. Program Index # 724ZC (Federal) / 722ZE (State) / 724ZD (Admin)	13. Catalog of Federal Domestic Asst. (CFDA) # & Title: 97.036, Public Assistance	14. Federal EIN #: 91-6001363
15. Total Federal Award Amount: N/A		16. Federal Award Date: N/A	
17. Service Districts: (BY LEGISLATIVE DISTRICT): 14th (BY CONGRESSIONAL DISTRICT): 3th		18. Service Area by County(ies): Skamania	19. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES. OMWBE # _____
20. Contract 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. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & quality" <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. Contractor Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER	
24. BRIEF DESCRIPTION: Presidential Disaster Declaration # FEMA-4650-DR-WA Severe Winter Storms, Snowstorms, Straight-line Winds, Flooding, Landslides, and Mudslides. To provide funds to the SUBRECIPIENT for emergency work and the repair or replacement of disaster-damaged facilities, as approved by FEMA in project worksheets describing eligible scopes of work and associated funding. The DEPARTMENT is the Recipient and Pass-through Entity of the Presidential Disaster Declaration # FEMA-4650-DR-WA Severe Winter Storms, Snowstorms, Straight-line Winds, Flooding, Landslides, and Mudslides, and FEMA State Agreement, which are incorporated by reference, and makes 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, references and attachments hereto and have executed this Agreement as of the date and year written below. This Agreement Face Sheet, Special Terms and Conditions (Attachment 1), General Terms and Conditions (Attachment 2), Project Worksheet Sample (Attachment 3), Washington State Public Assistance Applicant Manual dated March 29, 2022 (Attachment 4), and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.			
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		5. Special Terms and Conditions	
2. DHS Standard Terms and Conditions		6. General Terms and Conditions, and,	
3. Presidential Declaration, FEMA State Agreement, and other Documents		7. Other provisions of the contract incorporated by reference.	
4. Statement of Work and/or Project Description as outlined in FEMA approved Project Worksheet(s)			
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.			
FOR THE DEPARTMENT:		FOR THE SUBRECIPIENT:	
Signature _____ Date _____ Stacey McClain, Governor's Authorized Representative Washington State Military Department		Signature _____ Date _____ print or type name: RICHARD MAHAR 8/16/2022	
APPROVED AS TO FORM: Dierk Meierbachtol (signature on file) 6/9/2022 Assistant Attorney General		APPROVED AS TO FORM: _____ SUBRECIPIENT's Attorney Date _____	

**Washington State Military Department
SPECIAL TERMS AND CONDITIONS**

ARTICLE I – KEY PERSONNEL

The individuals listed below shall be considered key personnel and point of contact. Any substitution by either party must be submitted in writing.

SUBRECIPIENT		MILITARY DEPARTMENT	
Name	RICHARD MAHAR	Name	Gerard Urbas
Title	BOCC Chair	Title	Deputy State Coordinating Officer Public Assistance
E-Mail	mahar@co.skamania.wa.us	E-Mail	gary.urbas@mil.wa.gov
Phone	509-427-3701	Phone	(253) 512-7402

ARTICLE II - ADMINISTRATIVE 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 FEMA applicable to the Presidential Declaration including, but not limited to, all criteria, restrictions, and requirements of the "FEMA State Agreement" published by FEMA and the federal regulations commonly applicable to FEMA grants, all of which are incorporated herein by reference. The Presidential Declaration and the FEMA State Agreement are incorporated in this Agreement by reference.

The SUBRECIPIENT shall comply with the Washington State Public Assistance Applicant Manual dated March 29, 2022 incorporated in this Agreement as **Attachment 4**. The DHS Standard Terms and Conditions are incorporated by reference in this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated March 29, 2022.

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

Federal funding is provided by FEMA and is administered by the DEPARTMENT. Under the authority of Presidential Disaster Declaration number FEMA-4650-DR-WA, the DEPARTMENT is reimbursing the SUBRECIPIENT for those approved eligible costs and activities necessary under the Public Assistance Grant Program during the incident period beginning December 26, 2021 to January 15, 2022. Eligible costs and activities will be identified in Project Worksheets approved by FEMA and a Project Worksheet Sample is incorporated as **Attachment 3**. The DEPARTMENT is also providing Advance Payments to the SUBRECIPIENT where provided by FEMA and required and allowed by law. Any interest earned on advance payments (except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450)) shall be promptly, but at least quarterly, remitted to the DEPARTMENT to be paid to FEMA. The subrecipient may keep interest amounts up to \$100 per year for administrative expenses.

STATE AND FEDERAL REQUIREMENTS FOR PUBLIC ASSISTANCE GRANTS:

The following requirements apply to all DHS/FEMA Presidential Disasters administered by the DEPARTMENT:

1. FUNDING

The DEPARTMENT will administer the Public Assistance (PA) Grant Program, provide Advance payments, and reimburse approved eligible Public Assistance costs to the SUBRECIPIENT that are identified under the auspices of Presidential Disaster Declaration Number FEMA-4650-DR-WA and authorized by and consistent with the Stafford Act (P.L. 93-288, as amended) and applicable regulations.

It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made by amendments to the project application as Project Worksheets are completed in the field and projects are authorized by state and federal officials.

Pursuant to the FEMA-STATE AGREEMENT, FEMA will contribute not less than 90 percent of the eligible costs for any eligible project and 100 percent of the federal PA Management Costs, up to 5 percent of the total award amount for each Subrecipient, as provided for in subsection 3.E. of Article II of this Public Assistance Agreement. The SUBRECIPIENT commits to providing the remaining 10 percent non-federal match to any eligible project that has been identified under the Presidential Disaster Declaration number FEMA-4650--DR-WA, subject to the following exceptions:

DEPARTMENT Match: The Washington State Legislature may authorize the DEPARTMENT to provide a match to the SUBRECIPIENT's non-federal share of eligible projects. Provision of a match by the DEPARTMENT, if authorized by the Washington State Legislature, shall not require amendment of this Agreement. If DEPARTMENT match funds are committed to the non-federal share by the DEPARTMENT pursuant to legislative authorization, the DEPARTMENT will formally notify the SUBRECIPIENT of the match in writing which will include information identifying any related reduction in the SUBRECIPIENT's percentage commitment.

Donated Resources: FEMA will credit the SUBRECIPIENT for the value of donated resources (non-cash contributions of property or services) related to eligible Emergency Work to offset the non-Federal cost share of its eligible Emergency Work project worksheets – categories A and B, and for the value of donated resources related to eligible work on a Permanent Work project to offset the non-Federal cost share of that specific Permanent Work project worksheet for which the resources were donated – categories C through G. The Donated Resources are recognized by FEMA in a Project Worksheet. Donated Resources offset the non-federal share of the eligible emergency work approved in Project Worksheets or specific permanent work approved in Project Worksheets. For non-state agency SUBRECIPIENTS, the donated resource value will first be applied to the SUBRECIPIENT's non-federal share, and, if a DEPARTMENT match is authorized, any remaining donated resource value will be applied to the DEPARTMENT's share. The value of the Donated Resources is calculated as described in Public Assistance Program and Policy Guide V.4 (PAPPG), and is capped at the non-Federal share of approved eligible emergency work costs or capped at the non-Federal share of the specific approved eligible permanent work costs, as applicable. The Federal share of the Donated Resources will not exceed the non-federal share of eligible emergency work costs or of specific permanent work costs approved in Project Worksheets. Any excess credit for eligible emergency work costs can be credited only to other eligible emergency work costs, for the same SUBRECIPIENT in the same disaster. The value of excess donated resources cannot be credited toward or transferred to another eligible SUBRECIPIENT, or toward other State obligations. The DEPARTMENT does not match a FEMA donated resource credit.

The Project Worksheet, sample provided in Attachment 3, is required to be completed by FEMA or State Project Specialists.

2. GRANT AGREEMENT PERIOD

- a. Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred during or subsequent to the incident period defined in the FEMA State Agreement and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close-out and audit. This period shall be referred to as the "Grant Agreement Period."
- b. The Grant Agreement Period shall only be extended by (1) written notification of FEMA approval of the Grant Agreement Period followed up with a mutually agreed written amendment, or (2) written

notification from the DEPARTMENT to the SUBRECIPIENT issued by the DEPARTMENT to address extensions of its underlying federal grant performance period or to provide additional time for completion of the SUBRECIPIENT's project(s).

3. PAYMENTS

The DEPARTMENT, using funds granted for the purposes of the Presidential Disaster Declaration from FEMA, shall issue payments to the SUBRECIPIENT in compliance with the Washington State Public Assistance Applicant Manual dated March 29, 2022 (**Attachment 4**) procedures as follows:

- a. **Small Project Payments:** Payments are made for all small projects to the SUBRECIPIENT upon submission and approval of an A19-1A State of Washington Invoice Voucher to the DEPARTMENT, after FEMA has approved funding through approval of Project Worksheets.
- b. **Progress Payments:** Progress payment of funds for costs already incurred on large projects minus 10 percent retainage may be made to the SUBRECIPIENT upon submission by the SUBRECIPIENT of an A19-1A State of Washington Invoice Voucher, a letter of request, and a spreadsheet identifying the claimed costs supporting the payment request and approval by the DEPARTMENT.
- c. **Improved Projects:** Payments on improved projects (capped project) will be pro-rated based upon the percentage of the project that is funded under this disaster grant to the overall project cost. This percentage will be identified when the first payment on the improved project is made. Progress payments will be made as outlined above in Section B.
- d. **Final Payment:** Final Payment on a large project will be made following submission by the SUBRECIPIENT of a certification of completion on the STATEMENT OF DOCUMENTATION / FINAL INSPECTION REPORT form upon completion of project(s), completion of all final inspections by the DEPARTMENT, and final approval by FEMA. Final payment on a large project will include any retainage withheld during progress payments. Final payments may also be conditional upon financial review, if determined necessary by the DEPARTMENT or FEMA. Adjustments to the final payment may be made following any audits conducted by the Washington State Auditor's Office, the United States Inspector General or other federal or state agency.
- e. The SUBRECIPIENT is eligible to receive federal PA Management Costs up to 5 percent of the total award amount obligated for each Subrecipient at the time of its request. PA Management Costs includes any of the following when associated with the PA portion of a major disaster or emergency: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project. Documentation is required to substantiate the eligibility of management activities and associated costs in accordance with PA Management Costs Interim Policy – Standard Operating Procedures.
- f. All payment requests shall be made on an A19-1A form, State of Washington, Invoice Voucher. Payments will be made by electronic fund transfer to the SUBRECIPIENT's account.
- g. Federal funding shall not exceed the total federal contribution eligible for Public Assistance costs under Presidential Disaster Declaration number FEMA-4650-DR-WA.
- h. For state agencies, the DEPARTMENT will, through interagency reimbursement procedures, transfer payment to the SUBRECIPIENT. Payment will be transferred by journal voucher to Agency No. _____, Accounting Fund No. _____.
- i. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.
- j. For travel costs, SUBRECIPIENTS shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive.

- k. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT Key Personnel.
- l. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the SUBRECIPIENT consistent with record retention requirements of this Agreement, and be made available upon request by the DEPARTMENT, and local, state, or federal auditors.
- m. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the DEPARTMENT within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the DEPARTMENT.
- n. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the SUBRECIPIENT, its subrecipient or contractor, or any non-federal entity to which the SUBRECIPIENT makes a subaward, and is invoiced by the vendor.
- o. SUBRECIPIENTs shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The SUBRECIPIENT may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

The DEPARTMENT shall provide Advance Payments as provided by FEMA and as required and authorized by law.

4. CLOSEOUT

To initiate close-out, the SUBRECIPIENT is required to certify in writing, by Project Worksheet Number, date completed and total amount expended on the project, completion of the small projects. To initiate close-out of the large projects, the SUBRECIPIENT shall submit certification of completion on a STATEMENT OF DOCUMENTATION/FINAL INSPECTION REPORT form to the DEPARTMENT.

The DEPARTMENT will then complete a site inspection and a financial review of documentation to support the claimed costs. Certifications on small and large projects are due within sixty days following the completion of the project or receipt of the approved Project Worksheet, whichever date is later.

If SUBRECIPIENT is claiming federal PA Management Costs: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project must be supported by documentation to substantiate the eligibility of management activities and associated costs that has been prepared and assembled in accordance with PA Management Costs Interim Policy – Standard Operating Procedures prior to close-out.

After all of the projects have been certified as complete and approved for closure by FEMA, the DEPARTMENT will forward a final A19-1A State of Washington Invoice Voucher to the SUBRECIPIENT for release of the remaining funds due to the subrecipient for eligible costs, including any retainage previously withheld, and the allowance for federal indirect costs.

5. DOCUMENTATION / REPORTING REQUIREMENTS

For all Advance Payment, the SUBRECIPIENT shall provide documentation and receipts for all costs related to the Advance Payment and provide such to the DEPARTMENT quarterly.

The SUBRECIPIENT is required to retain all documentation which adequately identifies the source and application of Public Assistance funds, including the federal indirect cost reimbursement, for six years following the closure of this disaster grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

The SUBRECIPIENT shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete the FFATA Form located at

<http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> and return to the DEPARTMENT; which is incorporated by reference and made a part of this Agreement.

Quarterly Reports: The SUBRECIPIENT is required to submit to the DEPARTMENT a quarterly report indicating the status of all their large projects. The status shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project and whether cost under runs or over runs are expected. In addition, the SUBRECIPIENT should note in the comment field any challenges or issues associated with the project. Failure to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments to the SUBRECIPIENT until a complete quarterly report is received by the DEPARTMENT. The quarterly report will serve as the basis for any FEMA Office of Chief Financial Officer (OCFO) funds reduction.

6. TIME EXTENSIONS

A time extension request is required to be forwarded to the DEPARTMENT by the SUBRECIPIENT for a project prior to the expiration of the approved completion date. If the project is approved and funded after the statutory approval time period for completion, then a time extension request must be submitted to the DEPARTMENT within fifteen days of receipt of the funding package.

In accordance with 44 CFR 206.204, the DEPARTMENT reserves the right, in its sole discretion, to consider and approve a time extension request after expiration of the approved completion date and within the DEPARTMENT's statutory extension authority. Requests for time extensions beyond the DEPARTMENT's authority will be considered and approved by FEMA, at their sole discretion.

All determinations made regarding time extension requests will be based on a case by case evaluation of specific factual circumstances.

A time extension request must be in writing and identify the Project Worksheet number, the reason the project has not been completed within the prior approved completion period, the reason the time extension request was not submitted prior to the statutory approval time period (if applicable), a current status of the completion of the work, a detailed timeline for completion of the remaining elements, and an anticipated completion date for the completion of the remaining work. Failure to submit a time extension request in a timely manner may result in denial of the time extension request, and loss of funding for the related project.

7. PROCUREMENT

The SUBRECIPIENT shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Exhibit A.11.

8. SUBRECIPIENT MONITORING:

- a. The DEPARTMENT will monitor the activities of the SUBRECIPIENT from award to closeout. The goal of the DEPARTMENT's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the SUBRECIPIENT shall complete and return to the DEPARTMENT 2 CFR Part 200 Subpart F Audit Certification Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.
- c. Monitoring activities may include, but are not limited to:
 - i. review of financial and performance reports;
 - ii. monitoring and documenting the completion of Agreement deliverables;
 - iii. documentation of phone calls, meetings, e-mails, and correspondence;
 - iv. review of reimbursement requests and supporting documentation to ensure eligibility and consistency with Agreement work plan, budget, and federal requirements;
 - v. observation and documentation of Agreement related activities;

- 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 and in 2 CFR Part 200 Subpart F, 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. If the SUBRECIPIENT fails to comply with federal or state statutes or regulations, or the terms and conditions of this Agreement, the DEPARTMENT may impose any additional subaward conditions as described in 2 CFR 200.208. If the DEPARTMENT determines that noncompliance cannot be remedied by imposing additional conditions, it may take one or more of the following actions:
 - i. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.
 - ii. Wholly or partially suspend or terminate the subaward to the SUBRECIPIENT.
 - iii. Initiate suspension or debarment proceedings under 2 CFR 180 or recommend such a proceeding be initiated by the federal awarding agency.
 - iv. Withhold further federal awards for the project or program.
 - v. Take any other remedies that may be legally available.
- f. The DEPARTMENT agrees to:
 - i. Provide technical assistance during all monitoring or evaluation activities. The DEPARTMENT will coordinate and schedule the meetings necessary to conduct and complete all monitoring and evaluation activities.
 - ii. Develop the SUBRECIPIENT's project worksheet(s) (PW) and supporting attachments with FEMA and the SUBRECIPIENT's assistance based upon the costs determined to be eligible.
 - iii. Submit the SUBRECIPIENT's funding package to FEMA.
 - iv. Notify the SUBRECIPIENT when funding approval is received, issue payment per the process described above see Article II, A.4 – Payments, and provide the SUBRECIPIENT with a copy of the approved project worksheet.
 - v. Work with the SUBRECIPIENT to resolve any issues identified during the monitoring process.
 - vi. Review and respond appropriately to the SUBRECIPIENT's requests for time extensions and changes.

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

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

A. FEMA STATE AGREEMENT TERMS AND CONDITIONS

As a subrecipient of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS/FEMA terms and conditions of the Presidential Declaration and the FEMA State Agreement, which are incorporated in and made a part of this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated March 29, 2022 (**Attachment 4**).

Thank you for submitting the Request for Public Assistance (RPA) for supplemental assistance for disaster recovery costs related to disaster number 4650- DR-WA December 2021-Jan 2022 Severe winter storms, Straight-line Winds, Flooding, Landslides, Mudslides, and Near record Snow Event. I am available to answer any questions you may have about the contracts and contract documents.

Please submit the attached documents:

1. Public Assistance Grant Agreement

*Please send two original signed copies of this agreement between the Washington Military Department and your Agency. (Our contract is a boilerplate approved by the Washington State Attorney General's Office to meet the FEMA grant requirements.) The individual authorized to sign contracts, as shown on the Signature Authorization Form, needs to sign two original copies as either a 'wet signature' or as a 'time stamped digital signature' of the Grant Agreement Face Sheet in the lower right section of each agreement. (Please note: If a **wet signature** is used, please mail in two original copies)*

Please fill out sections 4, 8, 9, 14, 17, and 18 on the Grant Agreement Face Sheet.
(Some of this information may have already been filled out for you.)

On the Second page, please fill in the name and contact information for your Agency's designated applicant agent under the Key Personnel Section.

Please return both original copies to the address listed below or by email to heather.dufalo@mil.wa.gov. An original copy will be returned to you with your first funding package, after your contract has been signed by the authorized representative for the Military Department.

The space for legal review is provided, should your organization desire to have your legal representation review the contract before signing. A jurisdiction's legal review is **NOT** required by the State to have this signature line completed. If you do so, then both copies of the contract must be signed by your legal representative.

1. PA Supplemental Contracting Documents

Please complete all required fields of the **Supplemental Contracting Documents** on page one through four of the **Supplemental Contracting Documents**. These four pages populate the required forms that follow. Please review the forms for accuracy, making changes as necessary. The remaining instructions are included on page five of the attachment.

The above documentation; PA Grant Agreement and PA Supplemental Contracting Documents; need to be completed, signed by the authorizing authorities, applicant agent, and alternate applicant agent, where noted, and returned to this office at the following address:

Attention: Mr. Gerard Urbas
Emergency Management Division
Public Assistance Program
Bldg 20-B, MS: TA-20
Camp Murray, WA 98430-5122

Until all documents are returned to this office, fully completed and signed, neither the Project Worksheet approvals, nor any related payments are authorized to be released. If your agency has decided not to pursue funding under this disaster event, please send a letter advising us of your decision and we will close your original grant funding request.

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

A.1 DEFINITIONS

As used throughout this Agreement, the following 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. "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 pass-through entity making a subaward to a subrecipient under this Agreement.
- b. "SUBRECIPIENT" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the DEPARTMENT. However, the definition of "subrecipient" is the same as in 2 CFR 200.93 for all other purposes. "Monitoring Activities" means all administrative, construction, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- c. "Project" means those actions funded through the Public Assistance Program and described in approved Project Worksheets. Projects may include one or more of the following: reimbursement of costs for emergency response, debris removal and/or repair or restoration of damaged public facilities. A project may be a small, large, improved, or alternate project.
- d. "Investment Justification" means grant application investment justification submitted by the SUBRECIPIENT describing the project for which federal funding is sought and provided under this Agreement. Such grant application investment justification is hereby incorporated into this Agreement by reference.

A.2 ADVANCE PAYMENTS

The DEPARTMENT shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement, except as required under 2 CFR 200.305 for federal grants. SUBRECIPIENT shall not invoice the DEPARTMENT in advance of delivery and invoicing of such goods or services, except as authorized under 2 CFR 200.305.

Pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C §5121-5207), Advance Payment process, FEMA may process a SUBRECIPIENT project worksheet which is provided to the state of Washington for direct disbursement to SUBRECIPIENT.

Pursuant to these provisions and RCW 43.88.160(5), these grant funds are not subject to the advance payments prohibition and will be disbursed immediately to SUBRECIPIENT as grants authorized by law with subsequent authentication and certification of expenditures.

A.3 AMENDMENTS AND MODIFICATIONS

The SUBRECIPIENT or the DEPARTMENT may request, in writing, an amendment or modification of this Agreement. Modifications may be requested for Grant Agreement end date, budget or scope change. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the DEPARTMENT and the SUBRECIPIENT. No other understandings or agreements, written or oral, shall be binding on the parties.

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

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

government services, and telecommunication.

A.5 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH

The DEPARTMENT relies upon the SUBRECIPIENT's application in making its determinations as to eligibility for, selection for, and scope of funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

A.6 ASSURANCES

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. In addition, as a SUBRECIPIENT of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS terms and conditions as specified in Appendix F of the Washington State Public Assistance Applicant Manual dated March 29, 2022 incorporated in this Agreement as **Attachment 4**.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

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

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

Further, the SUBRECIPIENT agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The SUBRECIPIENT certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUBRECIPIENT may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The 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>).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the SUBRECIPIENT hereby certifies that to the best of their knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the SUBRECIPIENT will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The SUBRECIPIENT and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, as supplemented by Department of Labor regulations (41 CFR chapter 60); Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871, 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), Title 44 of the Federal Regulations, 2 CFR Part 3002, 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.

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.

In the event of the SUBRECIPIENT's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the DEPARTMENT may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion.

The SUBRECIPIENT is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.10 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 such 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 subcontracts, a provision prohibiting such interest pursuant to this provision.

A.11 CONTRACTING & PROCUREMENT

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

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

1. Contracts for more than the simplified acquisition threshold, 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. 7401-7671g) 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. 7401-7671g) 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 governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
10. Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
11. Notice of Federal awarding agency requirements and regulations pertaining to reporting.
12. Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
13. Access by the DEPARTMENT, the SUBRECIPIENT, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
14. Retention of all required records for six years after the SUBRECIPIENT has made final payments and all other pending matters are closed.
15. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
16. Pursuant to Executive Order 13858 "Strengthening Buy-American Preferences for Infrastructure Projects," the DEPARTMENT encourages SUBRECIPIENTS to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement and other manufactured products produced in the United States, in Public Assistance and Hazard Mitigation Grant Program eligible public infrastructure repair and construction projects affecting surface transportation, ports, water resources including sewer and drinking water and power. Such

preference must be consistent with the law, including cost and contracting requirements of 2 CFR Part 200.

17. The DEPARTMENT reserves the right to review the SUBRECIPIENT procurement plans and documents, and require the SUBRECIPIENT to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 2 CFR 200.326. The SUBRECIPIENT must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the SUBRECIPIENT and DEPARTMENT to make a determination on eligibility of project costs.
18. All sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.12 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.13 DISPUTES

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

A.14 DUPLICATION OF BENEFITS

The SUBRECIPIENT agrees that the funds for which federal or state assistance is requested does not, or will not, duplicate benefits or funds received for the same loss from any other source. The SUBRECIPIENT will pursue, and require sub-recipients to pursue, full payment of eligible insurance benefits for properties or any other losses covered in a project under this Agreement. The SUBRECIPIENT will repay the DEPARTMENT any funds provided under this grant agreement that are duplicated by other benefits, funds, or insurance proceeds. The SUBRECIPIENT will also seek recovery against any party or parties whose negligence or other intentional or tortious conduct may have caused or contributed to the expenditures for which these grants funds are provided. The SUBRECIPIENT will repay the DEPARTMENT any funds recovered by settlement, judgment or other court order in an action to recover funds provided by this grant. The SUBRECIPIENT shall notify the DEPARTMENT as early as possible and work in conjunction with the DEPARTMENT and FEMA to ensure appropriate apportionment of any duplicated or recovered payment.

A.15 HAZARDOUS SUBSTANCES

The SUBRECIPIENT shall inspect and investigate the proposed development/construction site for the presence of hazardous substances. The SUBRECIPIENT shall fully disclose to the DEPARTMENT the results of its inspection and investigation and all other knowledge the SUBRECIPIENT has as to the presence of any hazardous substances at the proposed development/construction project site. The SUBRECIPIENT will be responsible for any associated clean-up costs. "Hazardous Substance" is defined in RCW 70A.305.020.

A.16 LEGAL RELATIONS

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

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

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

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

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

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

A.17 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the DEPARTMENT's Authorized Signature and the Authorized Signature of the assigned SUBRECIPIENT Agent or Alternate for the SUBRECIPIENT Agent, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the SUBRECIPIENT shall have authority to sign reimbursement requests, certification of project completion, time extension requests, amendment and modification requests, requests for changes to project status, and other requests, certifications and documents authorized by or required under this Agreement.

A.18 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the DEPARTMENT may unilaterally reduce the scope of work and budget or unilaterally terminate or suspend 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.19 NONASSIGNABILITY

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

A.20 NONDISCRIMINATION

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

A.21 NOTICES

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

A.22 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.23 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 grant 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 arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and the State of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.24 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.25 PRIVACY

Personal information collected, used or acquired in connection with this agreement shall be used solely for the purposes of this agreement. SUBRECIPIENT and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the DEPARTMENT or as provided by law or court order. SUBRECIPIENT agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The DEPARTMENT reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the SUBRECIPIENT through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the DEPARTMENT. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The SUBRECIPIENT agrees to indemnify and hold harmless the DEPARTMENT for any damages related to the SUBRECIPIENT's unauthorized use, loss or disclosure of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

A.26 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.27 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.

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the DEPARTMENT and FEMA to this project in any release or other publication developed or modified for, or referring to, the project.

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

A.28 RECAPTURE PROVISION

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

A.29 RECORDS AND REPORTS

- 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) year must be followed.

A.30 RECOVERY OF FUNDS

Any person who intentionally causes a condition for which funds are provided under this Agreement shall be liable for the costs incurred by the state and federal governments in responding to such disaster. In addition to its own duty to recover duplicated funds or funds expended due to the intentional or negligent actions of others. SUBRECIPIENT will cooperate in a reasonable manner with the DEPARTMENT and the United States in efforts to recover expenditures under this Grant Agreement.

A.31 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 grant 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 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.32 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.33 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

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

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

The SUBRECIPIENT shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subrecipients or contractors 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.

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

Contracts.Office@mil.wa.gov

Subject: Subrecipient Name, Single Audit and Corrective Action Plan

OR

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

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

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

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

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

A.34 SUBRECIPIENT NOT EMPLOYEE

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

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

A.35 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.36 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's Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the DEPARTMENT, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the

SUBRECIPIENT. Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds. In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.37 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.38 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 the agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the DEPARTMENT prior to the effective date of Agreement termination, and 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 sub-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 sub-contracts so terminated, in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the DEPARTMENT any property which, if the 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.39 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The SUBRECIPIENT shall comply with 2 CFR §200.321 and will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will take all necessary affirmative steps to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The following steps are required by the subrecipient if any contracts with contractors or sub-contractors are entered into under the original contract award:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The SUBRECIPIENT may also set utilization standards, based upon local conditions or may utilize the State of Washington MWBE goals, as identified in. WAC 326-30-041.

A.40 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.41 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.

PROJECT WORKSHEET SAMPLE

U.S. DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET				O.M.B. No. 1660-0017	
PAPERWORK BURDEN DISCLOSURE NOTICE					
Public reporting burden for this form is estimated to average 90 minutes per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, disclose, or to provide information to us. You may send comments regarding the accuracy of the burden estimate and or any aspect of the collection, including suggestions for reducing the burden to: Information Collections Management, U. S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (OMB Control Number 1660-0017). You are not required to respond to this collection of information unless a valid OMB number appears in the upper right corner of this form. NOTE: Do not send your completed form to this address.					
DISASTER	PROJECT NO.	PA ID NO.	DATE	CATEGORY	
F - R					
DAMAGED FACILITY			WORK COMPLETE AS OF:		
			_____ : _____ %		
SUBRECIPIENT		COUNTY			
LOCATION			LATITUDE	LONGITUDE	
DAMAGE DESCRIPTION AND DIMENSIONS					
SCOPE OF WORK					
Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input type="checkbox"/> No Special Considerations issues included? <input type="checkbox"/> Yes <input type="checkbox"/> No Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input type="checkbox"/> No Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input type="checkbox"/> No					
PROJECT COST					
#	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
				TOTAL COST	
PREPARED BY		TITLE	SIGNATURE		
SUBRECIPIENT REP.		TITLE	SIGNATURE		

Mr. Gerard Urbas
Washington Military Department
Public Assistance Program
MS: TA-20 Building 20-B
Camp Murray, WA 98430-5122

Re: Designated Applicant Agent

Dear Mr. Urbas:

The purpose of this letter is to designate the Applicant Agent and Alternate authorized representatives for

Disaster: 4650-DR-WA Severe Winter Storms, Snowstorms, Straight-line Winds,
Flooding, Landslides, and Mudslides

Applicant: Skamania County

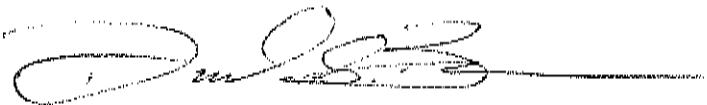
Applicant Agent: Dave Brown, Skamania County Sheriff

Alternate Applicant Agent: Richard Mahar, Board Chair

The purpose of this designation as the authorized representatives is to obtain federal and/or State Emergency or Major Disaster Assistance funds.

These representatives are authorized to execute all contracts, certify completion of projects, request payments, and prepare all required documentation for funding requirements.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Brown", with a horizontal line extending to the right.

Sheriff Dave Brown


Skamania County Sheriff

SIGNATURE AUTHORIZATION FORM

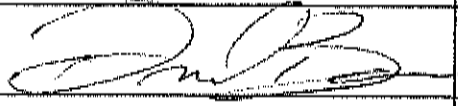
WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION Skamania County	DATE SUBMITTED 05/11/2022
PROJECT DESCRIPTION 4650-DR-WA	CONTRACT NUMBER D22-296

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Sheriff Dave Brown	Skamania County Sheriff
	Richard Mahar	Board Chair

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

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Sheriff Dave Brown	Skamania County Sheriff
	Richard Mahar	Board Chair

INSTRUCTIONS FOR SIGNATURE AUTHORIZATION FORM

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

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

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

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

DISASTER ASSISTANCE APPLICATION

DEM - 131

Application Identifier:

State Number: D22-296Federal Disaster Number: 4650-DR-WAFederal Catalog Number: 97.036Title: Disaster Assistance GrantsDeclaration Date: March 29, 2022Applicant's FEMA Project Application Number: 059-99059-00

Legal Applicant Recipient:

Applicant's Name: Skamania CountyStreet Address: 240 NW Vancouver Avenue

Mailing Address:

County: SkamaniaCity: StevensonState: WAZip Code: 98648

Applicant Agent:

Name: Dave BrownTitle: Skamania County SheriffSignature: 

Contact Information:

Phone: (509) 427-2011

Fax: _____

E-mail: daveb@co.skamania.wa.usDate: 8-8-22

Alternate Applicant Agent:

Name: Richard MaharTitle: Board Chair

Signature: _____

Phone: 509-427-3701

Fax: _____

E-mail: mahar@co.skamania.wa.us

Date: _____

Type of Applicant:

A - State

B - County

C - City

D - School District

E - Special Purpose District

F - Higher Educational Institution

G - Indian Tribe

H - Private NonProfit

I - Other (Specify) Do not fill this inEnter Appropriate Letter BCongressional District Number: 3State Legislative District Number: 14

Governor's Authorized Representative:

Signature: _____

Date: _____

NOTE: Shaded blocks for WA EMD use.

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME Skamania County		Doing business as (DBA)	
ADDRESS 240 NW Vancouver Avenue	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI) 301000403	Federal Employer Tax Identification #: 91-6001363
This certification is submitted as part of a request to contract.			

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

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

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

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

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

Bidder or Contractor Signature: _____

Date: _____

Print Name and Title: _____

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) SKAMANIA COUNTY	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other ▶ LOCAL GOVE <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) PO BOX 1009	Requester's name and address (optional)
City, state, and ZIP code STEVENSON, WA 98648	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
9	1	6	0	0	1	3	6	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

HOW TO COMPLETE THE SUPPLEMENTAL CONTRACTING DOCUMENTS

Event Information:

Disaster Number:	4650-DR-WA
Event Name:	Severe Winter Storms, Snowstorms, Straight-line Winds, Flooding, Landslides, and Mudslides
Declaration Date:	March 29, 2022
Contract #:	D22-296
FIPS #:	059-99059-00

Step 1: Complete the following information to populate the forms.

1. Enter the date the forms will be submitted to EMD.

Date forms will be submitted:	05/11/2022
-------------------------------	------------

2. Enter jurisdiction/organization/subgrantee name and address.

Applicant Name:	Skamania County		
Doing Business As:	Skamania County		
County:	Skamania		
Street Address:	240 NW Vancouver Avenue		
Mailing Address:	PO Box 1009		
City:	Stevenson	State:	WA
		Zip:	98648

3. Enter tax identification number (TIN or EIN), state revenue # (UBI) and DUNS #. The TIN and DUNS are required.

Tax Identification Number:	91-6001363
State Business # (UBI):	301000403
DUNS #:	017330861
UEI:	QGNENMA6UFU7

If you do not know your organization's DUNS #, please contact your comptroller, accountant, or finance department. They should be able to give it to you. Smaller jurisdictions (such as irrigation districts) may not already have one, but you can call Dun & Bradstreet at 1-866-705- 5711 and indicate that you are a Federal grant applicant. You can also call this number to see if you have a DUNS number. The number is assigned immediately. The following information is requested:

- Legal Name
- Headquarters name and address
- Doing business as (DBA) or other name by which organization is commonly known or recognized
- Physical Address, City, State and Zip Code
- Mailing Address(if separate from Headquarters and/or physical address)
- Telephone Number
- Contact Name and Title
- Number of Employees at physical location

Please note: The DUNS number has to match the name on the Federal grant application (Request for Public Assistance)

4. Do you have an account already established with the State of Washington?

Do you have an account already established with the State and have you received funds from the state within the past 2 years?

- Yes and the account information is current – we will need your Statewide Vendor Number, please list it here: SWV-0011110-03
- Yes, but I need to make changes to the account information – please continue to <https://ofm.wa.gov/it-systems/accounting-systems/statewide-vendorpayee-services>, the Vendor/Payee registration website. Select Vendor/Payee Change form and complete per their instructions.
- No - please continue to <https://ofm.wa.gov/it-systems/accounting-systems/statewide-vendorpayee-services>, the Vendor/Payee registration website. Select Vendor/Payee

5. Complete the section above if you do not have an open account with the State of Washington or any changes need to be made. You may also need to complete this section if you have not received funds from the State for 2 years. This information will be filled in on page 13. If all information is current, skip this section.

Section Below is the Authorized Financial Representative that will sign the Audit/ FFATA form.

Contact Person:	Vickie Clelland
Phone:	509-427-3757
Fax:	
Email:	clelland@co.skamania.wa.us

6. Type of Applicant.

Enter the letter corresponding to the type of applicant:	B
A - State	F – Higher Educational Institution
B – County	G – Indian Tribe
C - City	H – Private NonProfit
D – School District	I – Other (Specify)
E – Special Purpose District (includes Diking Districts, Fire Districts, Water Districts, etc.)	
If I: Other, specify type of organization (this is rare)	B

7. Enter congressional district numbers and legislative district numbers located within in your jurisdiction. If you don't know them, check out <http://app.leg.wa.gov/districtfinder/>

Congressional District Number(s):	3
Legislative District Number(s):	14

8. Enter information regarding the primary contact. This is the person who will be our main day-to-day contact and will be signing most documents, such as time extensions, A-19 invoices, SOD/FIR, etc. This person must be named in the designation letter or resolution as the applicant agent. It is recommended that this person not be the authorizing authority such as the mayor or superintendent.

Name:	Dave Brown
Title:	Skamania County Sheriff
Phone:	(509) 427-2011
Fax:	
Email:	daveb@co.skamania.wa.us / sheriff@co.skamania.wa.us

9. Enter information regarding the alternate agent. This person can also sign documents, such as

time extensions, A-19 invoices, SOD/FIR, etc. and must be named in the designation letter or resolution as the alternate.

Name:	Richard Mahar
Title:	Board Chair
Phone:	509-427-3701
Fax:	
Email:	mahar@co.skamania.wa.us

10. If the highest elected official or head authorizing authority is to be the applicant agent or alternate, then a resolution format must be used to designate the applicant agent and alternate. This section can be skipped if the highest elected official or head authorizing authority is not to be the applicant agent or alternate. This section can also be skipped if the jurisdiction has its own resolution format. Examples of governing body are the County Board of Commissioners, City Council, and School Board.

Date of resolution:	Day: 16th	Month: August	Year: 22
Governing Body:	Skamania County Commissioners		
Individual certifying that the resolution is true and correct copy (usually clerk)			
Name:	Debbie Slack	Title:	Clerk of the Board
Date certifying resolution:			

11. Enter the name, title, and term of office for the highest elected official or highest authorizing authority. This needs to be the person signing the designation letter or the person(s) signing the resolution. At least one is required. This person cannot be the applicant agent or alternate in sections 8 and 9.

Name:	Sheriff Dave Brown	Title:	Skamania County Sheriff
Name:	Richard Mahar	Title:	Board Chair
Name:		Title:	
Name:		Title:	Commissioner District #3
Name:		Title:	
Name:		Title:	

12. Enter the name and title of anyone authorized to sign contracts.

Name:	Richard Mahar	Title:	Board Chair
Name:	Bob Hamlin	Title:	County Commissioner
Name:	Tom Lannen	Title:	County Commissioner

13. Enter the name and title of anyone authorized to sign SOD/FIR, A-19 vouchers, time extensions, or other documentation pertaining to the grant or reimbursement thereof.

Name:	Sheriff Dave Brown	Title:	Skamania County Sheriff
Name:	Richard Mahar	Title:	Board Chair

14. Enter name, email, and phone of *Chief Financial Officer*.

Name:	Vickie Clelland
Email:	clelland@co.skamania.wa.us
Phone:	509-427-3757

15. The authorized Chief Financial Officer completes and signs page 16: FFATA / Audit Certification F

STEP 2: The forms are now populated with the information entered in Step 1. Review the forms for accuracy. Continue to complete pages 5 – 13 with the following steps:

STEP 3: On page 5, the **Designation Letter** will be completed if the applicant or alternate agent is **not** the highest authorizing authority. The highest authorizing authority will sign the letter (ex: CEO, Board President, etc.). See the next step if applicant or alternate agent will be the highest authorizing authority.

STEP 4: A **Resolution**, page 6, will be completed if the applicant agent or alternate is the highest authorizing authority. The governing body passes and signs a **Resolution**. A Resolution format is provided on page 6 or you can use your own resolution format. If your resolution format is used, the clerk of the governing body will sign a copy of the Resolution.

STEP 5: Page 7, **Disaster Assistance Application**: the applicant and alternate agents will sign in their respective places.

STEP 6: Page 8, **Signature Authorization Form**, the highest official and/or governing body signs in block. The applicant and alternate agents sign in block 2. The individual who is signing the letter or resolution must sign in block 1. **ANYONE** who the entity wishes to sign any documentation regarding the grant needs to sign in block 2 or block 3, this includes the applicant agent or alternate and anyone who is signing A-19 vouchers, SOD/FIR's, and any additional grant paperwork.

STEP 7: Page 9, **Debarment form**, the applicant or alternate agent will sign.

STEP 8: Page 10, **W-9**, the applicant or alternate agent will sign.

STEP 9: Page 11 and 12, **Audit Certification/FFATA**, the authorized *Chief Financial Officer* will complete page 11 and sign page 12.

STEP 10: Page 13: If an account has not been established with the State, or if changes need to be made, please complete the Vendor/Payee Registration form, or change form located at <https://ofm.wa.gov/it-systems/accounting-systems/statewide-vendor-payee-services>

STEP 11: If an account has already been established with the State and no changes need to be made, please provide us with your SWV# by completing page 13: Statewide Payee page.

STEP 12: Please remember, **TWO ORIGINAL COPIES OF THE GRANT AGREEMENT** (sent as a separate attachment) will need to be signed and submitted along with this Supplemental Contracts package. The applicant agent, alternate agent, or highest authorizing authority can sign the Grant Agreement.

After *all signatures are obtained on all forms*, mail the following to:

Mr. Gerard Urbas
Washington Military Department
Emergency Management Division
Public Assistance Program MS:
TA-20, Building 20-B Camp
Murray, WA 98430-5122

2 originals of contract/grant agreement
1 original of designation letter or 1 certified copy of resolution
1 original signature authorization form
1 original disaster assistance application
1 original debarment form
1 W-9
1 Audit Certification/FFATA form
1 Statewide Vendor Number sheet

Keep pages 1 - 3 (they do not need to be mailed to us) and copies of all forms for your records.

STEP 13: After the contract/grant agreement is executed by WA Military Department, one original contract agreement will be mailed to the applicant agent. These should be kept for your records.

If you have questions, please contact your Program Delivery Manager or Program Assistant.



WASHINGTON MILITARY DEPARTMENT

Audit Certification and FFATA Reporting Form

CONTACT INFORMATION	
Subrecipient Name (Agency, Local Government, or Organization): Skamania County	
Subrecipient Data Universal Numbering System (DUNS) / Unique Entity Identifier (UEI) Number: 017330861	
Authorized Financial Representative (Name and Title): Vickie Clelland	
Address: 240 NW Vancouver Avenue	WA
Email: clelland@co.skamania.wa.us	Phone Number: 509-427-3757

Directions: As required by 2 CFR Part 200 Subpart F, non-federal entities that expend \$750,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity **is not** subject to these requirements, you must complete Section A of this Form. If your entity **is** subject to these requirements, you must complete Section B of this form. All subrecipients must complete the Federal Funding Accountability and Transparency Act (FFATA) related questions in Section C of this Form. Failure to return this completed Form to contracts.office@mil.wa.gov may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

SECTION A: Entities NOT subject to the audit requirements of 2 CFR Part 200 Subpart F (check all that apply)	
<input type="checkbox"/>	We did not expend \$750,000 or more of total federal awards during the preceding fiscal year.
<input type="checkbox"/>	We are a for-profit organization.
<input type="checkbox"/>	We are exempt for other reasons (describe):
However, by signing below, I agree that we are still subject to the audit requirements, laws, and regulations governing the program(s) in which we participate; that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees; and that WMD may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.	

SECTION B: Entities that ARE subject to the audit requirements of 2 CFR Part 200 Subpart F (Complete the information below and check the appropriate box)	
<input checked="" type="checkbox"/>	We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] for fiscal year [enter date]. There were no findings related to federal awards or internal controls. <u>SEP 30, 2021</u> <u>2020</u>
<input type="checkbox"/>	We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] for fiscal year [enter date] and there were findings related to federal awards and/or internal controls.
<input type="checkbox"/>	Our completed 2 CFR Part 200 Subpart F Audit will be available on [enter date] for fiscal year [enter date].
Provide a complete copy of the audit report electronically to contracts.office@mil.wa.gov or provide the state audit number [enter number]. <u>1029127</u> pdf. included	

SECTION C: Federal Funding Accountability and Transparency Act (check the corresponding answer)
In your preceding fiscal year, did your organization receive 80% or more of its gross revenues from federal funding? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If you answered yes to the previous questions, WMD Contracts staff will request additional information to comply with FFATA reporting.

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

Vickie Chelland, Treasurer
Signature of Authorized Financial Representative:

August 08, 2022
Date:

Statewide Vendor Number:

Please list your statewide vendor number below. If you do not have one or need to make changes, please refer back to page 2 and 4 for further instructions on how to complete this task.

SWV-0011110-03

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number CLT-SCNWCP

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

3. Contractor Information: Contractor: Columbia Land Trust
Contact Person: Kate Conley
Title: Natural Area Manager
Address: 216 Cascade Ave Suite B
Address: Hood River, OR 97031
Phone: 541-645-0371

4. Brief description of purpose of the contract and County's contracted duties:
Agreement between Columbia Land Trust and Skamania County for Noxious Weed Control on Pierce Island in Skamania County.

5. Term of Contract: From: August 10, 2022 To: November 30, 2022

6. Contract Award Process: (Check appropriate box)

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

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

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

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

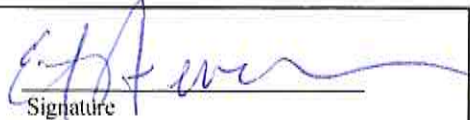
7. Amount Budgeted in Current Year: \$ 0.00
Amount Not Budgeted in Current Year: \$ 0.00 Source:
Total Non-County Funds Committed: \$ 2000.00 Source: CLT
Total County Funds Committed: \$ 0
TOTAL FUNDS COMMITTED: \$ 2000.00

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

9. Department Approval: 
Department Head or Elected Official Signature

10. Special Comments: Two copies to be mailed to:
Kate Conley at address above

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>Noxious Weed</u> Department	 Signature
<u>AGENDA DATE</u>	08-16-2022	
<u>SUBJECT</u>	<u>Agreement with CLT</u>	
<u>ACTION REQUESTED</u>	<u>Approval</u>	

SUMMARY/BACKGROUND

Agreement between Columbia Land Trust and Skamania County to control noxious weeds on Pierce Island in Skamania County.

FISCAL IMPACT

The agreement will provide \$2000 to Skamania County to furnish necessary personnel, equipment, material, and/or services to perform the work set forth in the agreement in 2022.

RECOMMENDATION

Review and sign page 2 of the agreement. Two originals are required to return to:
Kate Conley
Columbia Land Trust
216 Cascade Ave Suite B
Hood River, OR 97031

LIST ATTACHMENTS

Two copies of agreement for signature.

**Agreement Between
Skamania County (County)
and
Columbia Land Trust (Land Trust)**

This Agreement (Agreement) constitutes a binding agreement by and between Columbia Land Trust, a Washington nonprofit corporation, and the Skamania County Noxious Weed Control Program to work in cooperation to control indigobush (*Amorpha fruticosa*), rush skeletonweed (*Chondrilla juncea*) and other noxious weeds as occur on Pierce Island in the Columbia River near Beacon Rock State Park.

Land Trust agrees to:

- 1) Act as the project sponsor and lead entity for this weed control project.

- 3) Coordinate billing and reporting with Skamania County and all project funders.

Skamania County agrees to:

- 1) Provide and supervise personnel to effectively treat Class B noxious weed indigobush (*Amorpha fruticosa*), rush skeletonweed (*Chondrilla juncea*), and other noxious weeds as occur at locations on Land Trust's Pierce Island preserve in August or September 2022 (1 day of work).
- 2) Notify Kate Conley of Land Trust prior to entering Land Trust property.
- 4) Upon completion of work, provide Land Trust with an itemized invoice and copies of chemical application forms.

Land Trust will pay the cost of labor, aquatic-labeled herbicide, equipment, travel costs and reasonable miscellaneous expenditures billed at an all-inclusive daily rate not exceed \$2,000.

In signing this document, each party affirms that it has the legal authority to enter into this Agreement, and the institutional, managerial, and financial capability to ensure proper planning, management and completion of the described project.

Columbia Land Trust-Skamania County Noxious Weed Control Program Agreement

County and any person or entity performing Services on County's behalf, including employees and subcontractors, are and will be either independent contractors of County or County's employees, and not employees or agents of Land Trust, and County's personnel are not entitled to participate in any benefit program provided by Land Trust to its employees. County will be solely responsible for payment of compensation to its Personnel, and will withhold from and pay to the appropriate authorities all taxes, contributions, fees, interest, or penalties imposed or required under any federal, state or local income, excise, or employment tax laws with respect to performance of this Agreement.

Each party shall protect and hold harmless the other party from and against all claims, suits, or actions arising from any negligent act or omission of that party's employees, agents and/or authorized subcontractor(s) while performing under the terms of this Agreement.

This Agreement becomes effective when this agreement is fully executed and shall expire on 11/30/2022. This Agreement may be terminated immediately by either party without cause upon 30 days written notice delivered to the other party. Trust will be obligated to pay County for any hours worked and Costs incurred by County through the date of termination.

Accepted and Approved by:

Date _____

_____, Commission Chair
Skamania County

Ian Sinks, Stewardship Director,
Columbia Land Trust

Date _____

Skamania County Prosecutor
Approved As To Form Only

Dated this ___ day of _____ 2022.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Richard Mahar, Chairman

T.W. Lannen, Commissioner

Debbie Slack, Clerk of the Board

Robert Hamlin, Commissioner

Approved as to form only:

Adam Kick,
Skamania County Prosecuting Attorney

Aye _____
Nay _____
Abstain _____
Absent _____

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number _____

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

3. Contractor Information: Contractor: Bell Design Company
Contact Person: Austin Bell
Title: Partner
Address: 900 West Steuben St
Address: Bingen, WA 98605
Phone: 509-493-3886

4. Brief description of purpose of the contract and County's contracted duties:

5. Term of Contract: From: September 7, 2022 To: December 31, 2022

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

- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)
- Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
- Formal Sealed Bid Process (Purchase is over \$25,000)
- Other Exempt (explain and provide RCW) 39.29 Engineering Services Contract

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

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

7. Budget Committed in Current Year: \$15,000 Source: 1291 – WRBP Budget
Amount Not Budgeted in Current Year: \$
Total Non-County Funds Committed: \$
Total County Funds Committed: \$15,000
TOTAL FUNDS COMMITTED: \$15,000

8. County Contact Person: Name: Tim Elsea
Title: County Engineer

9. Department Approval: 
Department Head or Elected Official Signature

10. Special Comments: _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>Public Works</u> Department	 Signature
<u>AGENDA DATE</u>	<u>August 16, 2022</u>	
<u>SUBJECT</u>	<u>Project Management Services for Land Division at Wind River Business Park</u>	
<u>ACTION REQUESTED</u>	<u>Approve Contract with Bell Design Company</u>	

SUMMARY/BACKGROUND

In order to be able to realize the highest and best use of the property within the Wind River Business, the county needs to have the ability to create lots as necessary. This Contract will allow the County to Contract with Bell Design on a Task Order basis to create lots as needed.

FISCAL IMPACT

This is a not to exceed contract for \$15,000

RECOMMENDATION

Approve contract with Bell Design Services for Project Management Services for Land Division in Stabler, WA, otherwise known as the Wind River Business Park.

LIST ATTACHMENTS

Contract Face Sheet
Professional Services Contract

**PROFESSIONAL SERVICE CONTRACT
BETWEEN
SKAMANIA COUNTY AND BELL DESIGN COMPANY**

THIS CONTRACT, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **BELL DESIGN COMPANY**, hereinafter referred to as the "**CONTRACTOR**",

WITNESSETH THAT:

1. **AUTHORITY TO CONTRACT**

- A. The **CONTRACTOR** covenants that the person whose signature appears as the representative of the **CONTRACTOR** on the signature page of this contract is the **CONTRACTOR'S** contracting officer and is authorized to sign on behalf of the **CONTRACTOR** and, in addition, to bind the **CONTRACTOR** in any subsequent dealings with regard to this contract, such as modifications, amendments, or change orders.
- B. The **CONTRACTOR** covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the **CONTRACTOR** by federal, state or local governments in order to enable the **CONTRACTOR** to do the business contemplated by this agreement, have been acquired by the **CONTRACTOR** and are in full force and effect.
- C. The **COUNTY** represents that the services contracted for herein have been, or will be, appropriately budgeted for and that the **COUNTY** has the authority to contract for such services; that the contracting officer for the **COUNTY** is **Tim Elsea, P.E., County Engineer**; provided that changes that require a change in the amount of the contract price, shall require the approval of the Skamania County Board of Commissioners.

2. **INDEPENDENT CONTRACTOR STATUS**

- A. The parties intend the **CONTRACTOR** to be an independent contractor, responsible for its own employer/employee benefits such as Worker's Compensation, Social Security, Unemployment, and health and welfare insurance. The parties agree that the **CONTRACTOR'S** personal labor is not the essence of this contract; that the **CONTRACTOR** will own and supply its own equipment necessary to perform this contract; that the **CONTRACTOR** will employ its own employees; and that, except as to defining the work and setting the parameters of the work, the **CONTRACTOR** shall be free from control or direction of the **COUNTY** over the performance of such services.
- B. The **CONTRACTOR** represents that it is capable of providing the services contracted for herein; that it is the usual business of the **CONTRACTOR** to provide such services.

3. **SERVICES TO BE RENDERED**

- A. The work to be performed by the **CONTRACTOR** consists of providing Project Management Services for Land Division for County properties in Stabler, WA, generally known as the Wind River Business Park..
- B. Work to be accomplished in this contract will be assigned by Task Order. **COUNTY** will create Task Order, and **CONTRACTOR** will provide a not to exceed cost for completion of the estimate for **COUNTY** approval.
- C. Amendments, modification, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers; provided that, change orders affecting the total contract price must be signed by the Board of Commissioners for the **COUNTY**.

4. **TERMS OF CONTRACT**

The contract shall begin on August 16, 2022 and terminate on December 31, 2023, but may be extended for one year by approval of both party's contracting officers. Either party may terminate this contract earlier upon thirty (30) days written notice.

5. **PAYMENTS FOR SERVICES**

- A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed **\$15,000**, including Washington State sales tax (If Applicable).
- B. Payment on the account of the contracted services shall be made not more than monthly, based on submission by the **CONTRACTOR** to the **COUNTY'S** contracting officer of reports and invoices describing the services performed in sufficient detail to enable the **COUNTY'S** contracting officer to adequately determine the services for which payment is sought. **Payment is due within thirty (30) days of submission of accepted detailed invoice.**
- C. The **CONTRACTOR** agrees that funds received from the **COUNTY** can be expended for only public purposes and the **CONTRACTOR** will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the **COUNTY** detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds.

6. **INSURANCE**

The **CONTRACTOR** agrees to hold the **COUNTY** harmless from any liability that might otherwise attach to the **COUNTY** arising out of any activities of the **CONTRACTOR** pursuant to this contract and caused by the **CONTRACTOR'S** negligence. The **CONTRACTOR** further agrees to provide the **COUNTY** with evidence of general liability insurance naming the **COUNTY**, its elected and appointed official, agents, employees, and volunteers as an additionally insured party in the amount of **\$1,000,000**.

7. **INDEMNIFICATION**

CONTRACTOR agrees to indemnify and hold harmless the **COUNTY** and its respective employees, agents, licensees and representatives, from and against any and all suits, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries of or death of any and all persons (including Subcontractors, agents, licensees or representatives, and any of their employees) or damage of or destruction of any property (including, without limitation, Owners property, Contractors property, or any Subcontractors property) in any manner caused by, resulting from, incident to, connected with or arising out of Contractor's performance of its work, unless such injury, death or damage is caused by the sole negligence of the County.

In any situation where the damage, loss or injury is caused by the concurrent negligence of the CONTRACTOR or its agents and employees and the COUNTY or its agents or employees, then the CONTRACTOR expressly and specifically agrees to hold the COUNTY harmless to the extent of the CONTRACTOR or its agents and employee's concurrent negligence.

The **CONTRACTOR** specifically waives its immunity as against Skamania County under Title 51 RCW (Industrial Insurance Statute), and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the **CONTRACTORS** own employees against the County. This provision is not intended to benefit any third parties.

If a Subcontractor is used, then the **CONTRACTOR** shall ensure that all Subcontractors also provide that the Contractor or Subcontractor will waive its immunity under Title 51 RCW.

8. **GOVERNING LAW**

The parties agree that this contract shall be governed by the Laws of the State of Washington and that venue for any action pursuant to this contract, either interpreting the contract or enforcing a provision of the contract, or attempting to rescind or alter the contract, shall be brought in Skamania County, Washington; that the prevailing party shall be entitled to all costs, including reimbursement for attorney's fees at a reasonable rate.

9. **ASSIGNABILITY**

The **CONTRACTOR** shall not assign nor transfer any interest in this contract.

10. **EQUAL EMPLOYMENT OPPORTUNITY**

- A. The **CONTRACTOR** shall not discriminate on the basis of race, color, religion, sex, national origin, age disability, marital or veteran status, political affiliation, or any other legally protected status in employment or the provision of services.
- B. The **CONTRACTOR** shall not, on the grounds of race, color, sex, religion, national origin, creed, age or disability;
 - (1) Deny an individual any services or other benefits provided under this agreement.
 - (2) Provide any service(s) or other benefits to an individual, which are different, or are provided in a different manner from those provided to others under this agreement.
 - (3) Subject an individual to unlawful segregation, separate treatment, or discriminatory treatment in any manner related to the receipt of any service(s), and/or the use of the contractor's facilities, or other benefits provided under this agreement.
 - (4) Deny any individual an opportunity to participate in any program provided by this agreement through the provision of services or otherwise, or afford an opportunity to do so which is different from that afforded others under this agreement. The **CONTRACTOR**, in determining (1) the types of services or other benefits to be provided or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, age or disability.

12. **NON COMPLIANCE WITH NONDISCRIMINATION PLAN**

In the event of the **CONTRACTOR'S** noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or in part, and the **CONTRACTOR** may be declared ineligible for further contracts with the **COUNTY**. The **COUNTY** shall, however, give the **CONTRACTOR** reasonable time to cure this noncompliance. Any dispute may be resolved with the "Disputes" procedure set forth herein.

13. **DISPUTES**

Except as otherwise provided in this contract, when a genuine dispute arises over an issue related to the contract between the **COUNTY** and the **CONTRACTOR** and it cannot be resolved, either party may submit a request for a dispute resolution to the Board of County Commissioners. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. A party's request for a dispute resolution must:

- a. Be in writing; and

- b. State the disputed issues; and
- c. State the relative positions of the parties; and
- d. State the **CONTRACTORS** name, address, and the **COUNTY** department the contract is with; and
- e. Be mailed to the Board of Commissioners, PO Box 790, Stevenson, WA 98648, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue, which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

14. **WAGE AND HOUR COMPLIANCE**

The **CONTRACTOR** shall comply with all applicable federal and state provisions concerning wages and conditions of employment, fringe benefits, overtime, etc., as now exists or is hereafter enacted during the term of this contract, and shall save the County harmless from all actions, claims, demands, and expenses arising out of the **CONTRACTOR'S** failure to so comply.

15. **DEFAULT/TERMINATION/DAMAGES**

- A. The parties hereto agree that **TIME IS OF THE ESSENCE** of this contract.
- B. If the **CONTRACTOR** shall fail to fulfill in a timely manner any of the covenants of this agreement, the **COUNTY** shall have the right to terminate this agreement by giving the **CONTRACTOR** seven (7) days notice, in writing, of the **COUNTY'S** intent to terminate and the reasons for said termination. And, in the event of any such termination, the **CONTRACTOR** shall be liable for the difference between the original contract and the replacement or cover contract as well as all administrative costs directly related to the replacement contract; that in such event the **COUNTY** may withhold from any amounts due the **CONTRACTOR** for such work or completed services any balances due the **CONTRACTOR**, and said amounts shall be used to totally or partially offset the **COUNTY'S** damages as a result of the **CONTRACTORS** breach to the extent they are adequate.
- C. Either party may cancel the contract, without fault, by giving the other party 30 (thirty) days written notice.

16. **OWNERSHIP OF WORK PRODUCTS**

Upon completion of the project or termination for whatever reason, all finished and unfinished documents, data, studies, drawings, service maps, models, photographs and other work product resulting from this agreement shall become the **COUNTY'S** property.

17. **DESIGNATION OF CONTRACTING OFFICERS**

COUNTY:	Tim Elsea, PE	CONTRACTOR:	Austin Bell, PLS
	County Engineer		

IN WITNESS WHEREOF, the COUNTY has caused this Contract to be duly executed on its behalf, and thereafter the CONTRACTOR has caused the same to be duly executed on its behalf.

DATED _____, 2022.

SKAMANIA COUNTY
BOARD OF COMMISSIONERS

Austin Bell, Bell Design

Chairman

Date

Commissioner

Commissioner

APPROVED AS TO FORM ONLY:

ATTEST:

Prosecuting Attorney

Clerk of the Board