

PROPOSED AGENDA
CHELAN COUNTY COMMISSIONERS
MEETING OF JULY 7&8, 2025

MONDAY, JULY 7, 2025

9:00 A.M. Opening: Pledge of Allegiance

Public Comment Period

Consent Agenda

1. Approval of Minutes
2. Vouchers as submitted and Listed
3. Payroll Changes:
 - a. Sandra Arechiga, Superior Court Clerk – Step Increase
 - b. Allen Blackmon, District Court – Salary Increase
 - c. Jonathan Volyn, District Court – Salary Increase
 - d. Caleb Knowlton, Juvenile – New Hire
 - e. Dorian Robles, Juvenile – Promotion
 - f. Omar Sanchez, Juvenile – Promotion
 - g. Christopher Villareal, Public Works – Stipend
 - h. Brent Frank, Sheriff - Resignation

Board Discussion

9:30 A.M. Pomas Fire Briefing: U.S. Forest Service, Okanogan-Wenatchee National Forest

10:00 A.M. County Administrator Cathy Mulhall

Discussion

1. 2026 Budget Process
2. Administrative Update

Action

1. CRDTF Vehicle Replacement
2. Approval of Laura Pippin as a Designated Crisis Responder
3. Data Access Subscription Use Agreement (Clerk) with Levey Law Group

10:30 A.M. Economic Services Director Ron Cridlebaugh

Discussion

1. Correspondence from Chelan Valley Housing Trust
2. Memo: 2023 – 2025 Community Action Council contract amendment
3. Memo: Dept. of Commerce Consolidated Homeless Grant
4. Department Update

Action

1. Chelan Valley Housing Trust Request
2. Naming of the Chelan County Rodeo Arena
3. 2023 – 2025 Community Action Council contract amendment
4. Enter into a grant agreement for the Consolidated Homeless Funds
5. Authorize the Purchase and Sale Agreement with the Center for Alcohol and Drug Treatment

11:00 A.M. Natural Resources Director Mike Kaputa

BID Opening: Chelan County Planting Project

Discussion

1. Special Presentation: Chelan County Voluntary Stewardship Program
2. Other

Action

1. Substantial Completion with Bailey's Pro Landscaping for Icicle River Middle School Watersmart Garden Adaptive Management Project

NOTE: Agenda subject to change. Times listed are estimates only. The Commission reserves the right to move agenda items as needed and during the meeting. Chelan County Commissioners' Minutes are available at www.co.chelan.wa.us on the Board of Commissioners web page.

2. Amendment to Agreement with WA Department of Natural Resources for Community Wildfire Defense Grant
3. Biennium Contract with WA Conservation Commission for Chelan County Voluntary Stewardship Program
4. Agreement with WA State Military Department Emergency Management Division for Upper Wenatchee Defensible Space Project
5. Agreement with WA State Military Department Emergency Management Division for Lake Wenatchee Wildfire Resilience Pilot Project
6. Amendment to Agreement with RLR Cultural Resources LLC for Upper Wenatchee Forest Resilience Bond Project

11:30 A.M. NCW Libraries

1:00 P.M. Superior Court Judges and Court Administrator Fona Sugg

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TUESDAY, JULY 8, 2025

8:00 A.M. Elected & Appointed Officials Meeting

Discussion

1. Monthly Financial Report
2. Round Table

9:30 A.M. Public Works Director Eric Pierson

Discussion

1. Event Permit – Lake Chelan Poker Run Street Show
2. Open Item

Action

1. Approve Supplement No. 6 to Agreement No. 2022-03 with Perteet, Inc. for Totem Pole Road Improvement Project Phase 1, County Road Project 650 (CRP 650)
2. Approve Call for Bids – Countywide Barrier Terminals – 2025, County Road Project 751 (CRP 751)
3. Approve Call for Bids – Supplying 8B Solid Sodium Gradation Road Salt

10:15 A.M. Community Development Director Deanna Walter

Discussion

1. Department update

10:30 A.M. Chelan County Assessor Wes Cornelius

Discussion

1. Departmental Update

11:00 A.M. City of Chelan Erin McCardle

NOTE: Agenda subject to change. Times listed are estimates only. The Commission reserves the right to move agenda items as needed and during the meeting. Chelan County Commissioners' Minutes are available at www.co.chelan.wa.us on the Board of Commissioners web page.

Upcoming External Commissioners' Meetings & Conferences

July 7, 2025

2:00 P.M. Outdoor Recreation Revenue Discussion | Commissioner Hawkins

July 8, 2025

8:30 A.M. KPQ Radio Interview | Commissioner Overbay

2:30 P.M. Objective 5, 2163, and Grant County | Commissioner Overbay

July 9, 2025

9:00 A.M. RiverCom Special Board Meeting (Exec. Session) | Commissioner Hawkins

11:00 A.M. Malaga Water District | Commissioner Overbay

3:00 P.M. Proposed NACo Resolutions/Platform changes and Federal Issues Committee |
Commissioner Overbay

July 10, 2025

9:00 A.M. Chelan-Douglas Transportation Council | Commissioner Overbay

11:00 A.M. Executive Team Meeting | Commissioner Smith

12:30 A.M. Icicle Work Group Steering Committee | Commissioner Smith

1:30 A.M. Aging and Adult Care | Commissioner Overbay

3:00 P.M. PRSA Bi-Monthly Meeting | Commissioner Smith

7:00 P.M. Chelan County Fair Board | Commissioner Smith

July 11, 2025

9:00 A.M. WCRP Executive Committee Meeting | Commissioner Overbay

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July 7, 2025
9:00 A.M.
Consent Agenda

- 1) Approval of Minutes
- 2) Vouchers as submitted and listed
- 3) Payroll Changes:
 - a) Sandra Arechiga, Superior Court Clerk – Step Increase
 - b) Allen Blackmon, District Court – Salary Increase
 - c) Jonathan Volyn, District Court – Salary Increase
 - d) Caleb Knowlton, Juvenile – New Hire
 - e) Dorian Robles, Juvenile – Promotion
 - f) Omar Sanchez, Juvenile – Promotion
 - g) Christopher Villareal, Public Works – Stipend
 - h) Brent Frank, Sheriff - Resignation

CHELAN COUNTY COMMISSIONERS
MINUTES OF JUNE 30 & JULY 1, 2025

MONDAY, JUNE 30, 2025

8:59:48 A.M. Opening: Pledge of Allegiance

Chairman Smith calls the meeting to order. Present for session are Commissioner Overbay, Commissioner Hawkins, County Administrator Cathy Mulhall, Budget Director Nicole Thompson, Economic Services Director Ron Cridlebaugh, Public Information Officer Jill FitzSimmons, and Clerk of the Board Anabel Torres.

9:01:37 A.M. Public Comment Period

9:01:58 A.M. Consent Agenda

Upon motion and second by Commissioner Overbay and Hawkins, the Commission unanimously approves the consent agenda as follows:

1. Approval of Minutes
2. Vouchers as submitted and Listed
3. Payroll Changes:
 - a) Anthony Duffy, Facilities Maintenance – Step Increase
 - b) Daane Hagen, Community Development – Step Increase
 - c) Jackie Gabaldo, Community Development – Step Increase
 - d) Maribeth Daneker, Community Development – Step Increase
 - e) Jeffrey Jones, Regional Justice Center – New Hire
 - f) Travis Willms, Public Works – Promotion
 - g) Chad Holaday, Expo Center – Resignation
 - h) Robert Jourdan, Superior Court Judge – Salary Increase
 - i) Kristin Ferrera, Superior Court Judge – Salary Increase
 - j) Travis Brandt, Superior Court Judge – Salary Increase
 - k) Tracy Brandt, Superior Court Judge – Salary Increase
 - l) Fona Sugg, Superior Court Judge – Salary Increase
 - m) Anabel Torres, Commissioners – Step Increase
4. Superior Court Judges request to hire above step 4

9:03:57 A.M. Board Discussion

- MRSC Update
- Forest Management Strategies & Wildfire Response
- Review Received County Property Notice of Values
- LTAC Meeting Cancellation & Recruitment Application Deadline
- Chelan-Douglas Regional Port Authority Upcoming Meeting Set for
 - July 15th at 11:00 at the CTC Center.

9:30:44 A.M. Executive Session Re: Potential Litigation PA Robert Sealby

Upon motion and second by Commissioners Hawkins and Overbay , the Commission unanimously approves to move into a 10-minute Executive Session Pursuant to RCW 42.30.110(i), to discuss with Prosecuting Attorney Robert Sealby,

9:46:21 A.M. Executive Session Re: Qualifications of an Applicant for Public Employment Deputy Prosecutor Marcus Foster

Upon motion and second by Commissioners Overbay and Hawkins, the Commission unanimously approved to moving into a 10-minute Executive Session pursuant to RCW 42.30.110(i).

9:57:56 A.M. Moved Back to Regular Session

9:58:05 A.M. Recess

10:02:33 A.M. Back in Session

10:02:45 A.M. County Administrator Cathy Mulhall

10:02:48 A.M. PUBLIC HEARING RE: Supplemental Budget Appropriation

Chairman Smith opened the public hearing. Members of the public participated both in chambers and via Zoom. Chairman Smith Opens Public Comment - No comments were provided.

10:17:15 A.M. Chairman Smith closed the public hearing.

10:17:47 A.M. Action

Upon motion and second by Commissioner Overbay and Smith, the Commission unanimously approves to accept the Supplemental Budget Appropriation with the following Changes;

1. Resolution RE: Supplemental Budget Appropriation Various Fund
 - Removal of \$18,000 from Sheriff's Office (010.145)
 - Reduction of \$3,000,000 from Olds Station Campus Const. Project (307.001)

Revised Supplemental Budget Appropriation to the 2025 Budget

<i>Fund</i>	Title	Amount
010.145	Sheriff	\$20,417
126.001	REET Technology	\$297
141.001	Opioid Assessment	\$365,961
175.001	Election Reserve	\$30,000
190.001	Criminal Justice Sales Tax	\$1,000,000
198.001	Rural Counties Tax	\$3,000,000
307.001	Olds Station Campus Const. Project	\$4,000,000
	Total Amount	\$8,416,675.00

10:18:43 A.M. Executive Session RE: Potential Litigation

Upon motion and second by Commissioners Hawkins and Overbay, the Commission unanimously approves to move into a 10-minute Executive Session Pursuant to RCW 42.30.110(i), to discuss with Prosecuting Attorney Robert Sealby,

Extend Executive Session by 15 minutes– Public Notified

10:41:16 A.M. Moved Back to Regular Session

10:42:00 A.M. Economic Services Director Ron Cridlebaugh

10:42:50 A.M. PUBLIC HEARING RE: Surplus Property to the Center for Alcohol and Drug Treatment

Chairman Smith opened the public hearing. Members of the public participated both in chambers and via Zoom.

10:42:54 A.M. Chairman Smith Opens Public Comment

Comments provided by the following members of the public:

- Loretta Stover

10:45:01 A.M. Chairman Smith closed the public comment period.

10:45:01 A.M. Action

Upon motion and second by Commissioner Overbay and Hawkins, the Commission unanimously approves the action items as follows:

1. Resolution # 2025-54 Re: Surplus Property CFADT

Discussion

1. Memo Contract Adjustments
2. County Blood Drive
3. Department Update

10:48:59 A.M. Action

Upon motion and second by Commissioner Overbay and Hawkins, the Commission unanimously approves the action items as follows:

1. Amendment #1 to Agreement Between Chelan County and Chelan-Douglas Volunteer Attorney Services for Utilization of Consolidated Homeless Grant Funds
2. Amendment #5 to Agreement between Chelan County and WRC for Utilization of Consolidated Homeless Grant Funds

10:52:00 A.M. Presentation Re: Commercial Property Assessed Clean Energy (C-PACE) Program Overview

11:25:24 A.M. Continued Administrative Update Discussion with County Administrator Cathy Mulhall

Discussion

1. Request to fill position in Coroner's Office
2. 2026 Budget Process & Calendar
3. Administrative Update

11:38:32 A.M. Action

Upon motion and second by Commissioner Overbay and Hawkins, the Commission unanimously approves the action items as follows:

1. Request to fill position in Coroner's Office
2. Resolution #2025-55 RE: Fire Annexation Dist. No. 7
3. Resolution #2025-58 RE: 2026 Budget Calendar

11:39:01 A.M. Recess

11:43:32 A.M. Back in Session

11:44:00 A.M. Natural Resources Director Mike Kaputa

Discussion

1. Special Presentation: Chelan County Voluntary Stewardship Program
2. Other

11:59:37 A.M. Action

Upon motion and second by Commissioner Overbay and Hawkins, the Commission unanimously approves the action items as follows:

1. Agreement with WA State Military Department Emergency Management Division for Cashmere Defensible Space Project
2. Agreement with WA State Military Department Emergency Management Division for Lake Wenatchee Back-Up Generators
3. Contract Change #1 with Aspect Consulting for Mission Creek Fish Passage Final Design
4. Amendment to Grant Agreement with WA Recreation and Conservation Office for McCrate-Eagle Creek Fish Barrier Correction
5. Agreement with Pacific Engineering for Malaga Properties Feasibility Study
6. Contract Order with Aspect Consulting for Lake Chelan Watershed Plan and Lake Chelan Collaborative Project
7. Change Order #1 with Summitt Forests, Inc., for Upper Wenatchee FRB Natapoc Ridge Hand Thinning Project
8. Amendment to Agreement with WA Department of Commerce for Chelan County Comprehensive Plan Climate Resilience Chapter

12:08:02 P.M. Recess

TUESDAY, JULY 1, 2025

9:00:58 A.M. Back in Session

9:01:00 A.M. Chelan County Sheriff Mike Morrison

Discussion

1. Code Enforcement Funds for abatement cleanup projects
2. Reentry Housing Assistance Project – Kennedy’s Place
3. Columbia River Drug Task Force (CRDTF) Vehicle Replacement Purchase
4. Department Update

9:56:27 A.M. Action

Upon motion and second by Commissioner Overbay and Hawkins, the Commission unanimously approves the action items as follows:

1. Letter of Agreement with Chelan County PUD – Flock Safety Camera

9:57:54 A.M. Action

Upon motion by Commissioner Overbay, seconded by Commissioner Hawkins, the Commission moved to approve the following action items:

1. Purchase and Installation of Tow Hitches for Three Code Enforcement F-150s

Vote: Approved by majority vote (2-1). Commissioner Overbay opposed.

10:00:09 A.M. Public Works Director Eric Pierson

Discussion

1. Department update

10:03:00 A.M. Action

Upon motion and second by Commissioner Overbay and Hawkins, the Commission unanimously approves the action items as follows:

1. Approve Statutory Warranty Deed with David Hsu and Chia Jen Chung for Totem Pole Road Phase 1 Project, County Road Project 650 (CRP 650)
2. Approve Temporary Construction Easement with David Hsu and Chia Jen Chung for Totem Pole Road Phase 1 Project, County Road Project 650 (CRP 650)
3. Approve Right of Way Use Agreement with Wenatchee Reclamation District for Treatment Pond and Drainage Infrastructure
4. Approve Resolution to Waiver from Competitive Bidding Requirements for Grader Transmission Repair

~~10:00 A.M. — Flood Control District Administrator Eric Pierson~~

10:05:01 A.M. Recess

10:16:25 A.M. Back in Session

10:16:38 A.M. Community Development Director Deanna Walter

**10:16:45 A.M. Public Hearing Continued from (6/23/25) for Deliberation Purpose Only
Re: Amendment to Title 3, as it pertains to Chapter 3.24, Community Development Fees**
Chairman Smith opened the public hearing. Members of the public participated both in chambers and via Zoom.

10:25:02 A.M. Action

Upon motion and second by Commissioner Overbay and Hawkins, the Commission unanimously approves the action items as follows:

1. Amendment to Title 3, as it pertains to Chapter 3.24, Community Development Fees

10:29:49 A.M. PUBLIC HEARING RE:

ZTA 24-430 Amendment to Leavenworth Municipal Code for adoption of Ordinance No. 1710-25 amending portions of the Leavenworth Municipal Code concerning the utility connection requirements for Accessory Dwelling Units (ADU) in the Urban Growth Area.
Chairman Smith opened the public hearing. Members of the public participated both in chambers and via Zoom.

10:40:29 A.M. Closed Public Hearing

- *New Notice of Public Hearing was Schedule for (7/15/25 at 10:00 a.m.)*

10:58:18 A.M. Chelan County Auditor Skip Moore

Discussion

1. Departmental Update

11:32:24 A.M. Action

Upon motion and second by Commissioner Overbay and Hawkins, the Commission unanimously approves the action items as follows:

1. Agreement with Kelley Create for New Printer Lease

11:33:31 A.M. Adjourn

Board adjourns until Monday, July 7, 2025.

Weekly Voucher Approval for Payment

<i>Current Expense</i>	\$ 113,123.77
<i>Other Funds</i>	\$ 834,224.15
<i>Total all Funds</i>	\$ 947,347.92

CHELAN COUNTY AUDITOR - WEEKLY VOUCHER APPROVAL BY FUND**Issue Date: 7/11/2025**

010	Current Expense	
001		1,983.51
010	Assessor	2,600.00
015	Auditor	215.65
017	Boundary Review Board	232.20
020	Community Development	7,344.35
040	Clerk	1,241.26
045	Commissioners	3,358.98
050	Coroner	1,200.48
055	Facilities Maintenance	10,633.76
065	District Court	1,358.98
066	District Court Probation	33.68
075	Extension	374.85
085	Juvenile	2,174.40
105	Non-Departmental	308,942.36
140	Prosecuting Attorney	4,517.54
145	Sheriff	7,660.82
155	Superior Court	8,209.92
165	Treasurer	237.76
	Current Expense	362,320.50
101	Solid Waste	57,291.38
103	Solid Waste Planning	525.52
110	County Roads	7,601.66
118	Wenatchee River County Park	165.85
120	Expo Center	1,268.61
121	Fair	257.04
124	Farm Worker Housing	8,907.04
128	Noxious Weeds	610.30
129	Trial Court Improvement	2,500.00
142	Columbia River Drug Task Force	264.39
145	Law Library	580.00
150	Regional Justice Center	12,048.79
155	Veteran's Relief	1,645.00
160	Mental Health & Retardation	14,578.19
163	Community Services & Housing	450,042.14

170	Tourist & Convention	98,395.72
180	Natural Resources Department	390,049.27
185	RJC Prisoner	6,799.47
190	Criminal Justice Sales Tax	13,182.04
193	Substance Abuse	5,685.00
198	Distressed Counties Tax	348,713.36
510	Equipment Rental & Revolving	50,558.82
525	Industrial Insurance	11,158.86
526	Health Insurance	6,098.71
530	Motor Pool	9,571.89
Total of Other Funds:		1,498,499.05
Grand Total of All Funds:		1,860,819.55

We, the undersigned, duly elected Board of Chelan County Commissioners, hereby certify that we have examined and approved payment for goods and services for accounts payable on this _____ day of _____ 2025.

_____	Date: _____
_____	Date: _____
_____	Date: _____

Vendor #	Vendor Full Name	Description	Total Amount	Transaction Date	Invoice Status	Document Group
143418	ME2YOU.CATERING, INC	BHU; EW PD; LUNCH X23; 7/7/25-7/11/25	\$2,299.71	7/1/2025	P	brennaw
135766	PAPE KENWORTH NW	Supplies - 510	\$1,728.98	7/1/2025	P	jamiep
100151	NORCO INC	Professional Services - 510	\$294.04	7/1/2025	P	jamiep
118195	NELSON GEOTECHNICAL	Professional Services - 110	\$2,463.33	7/1/2025	P	jamiep
100457	CHELAN CO SHERIFF REV FUND	HOLD CHECK; #2908; B.ARCIGA; ADV TRAVEL MEALS; BHU ATL TRIP; -\$90 OVERPAY	\$274.50	7/1/2025	P	brennaw
100457	CHELAN CO SHERIFF REV FUND	HOLD CHECK; #2910; Z.BRUNNER; ADV TRAVEL MEALS; ATLANTA BHU TRIP - \$90 OVERPAY	\$274.50	7/1/2025	P	brennaw
100082	KELLEYS TELE-COMMUNICATIONS	PAGER SERVICES	\$220.48	7/1/2025	P	wayneh
127907	KIMBALL MIDWEST	Supplies - 510	\$301.46	7/1/2025	P	jamiep
138431	POINTE PEST CONTROL	Professional Services - 110	\$102.89	7/1/2025	P	jamiep
100522	CHELAN CO FAIR PETTY CASH	STAGE REPAIR	\$181.50	7/1/2025	P	karenw
100657	WENATCHEE PETROLEUM CO	Supplies - 510 - 05	\$906.09	7/1/2025	P	jamiep
138155	GALLS LLC	CCRJC- UNIFORM QUICK KIT WILSON	\$40.00	7/1/2025	P	vettai
100657	WENATCHEE PETROLEUM CO	Supplies - 101	\$403.71	7/1/2025	P	jamiep
138155	GALLS LLC	CCRJC- UNIFORM ATAC CHEEVER	\$139.25	7/1/2025	P	vettai
136236	BIG STATE INDUSTRIAL SUPPLY	Supplies - 510	\$2,122.48	7/1/2025	P	jamiep
100217	LOWES CREDIT SERVICES	Supplies - 110	\$102.33	7/1/2025	P	jamiep
100265	N C MACHINERY CO	Supplies - 510	\$2,013.80	7/1/2025	P	jamiep
100265	N C MACHINERY CO	Supplies - 510	\$5,681.35	7/1/2025	P	jamiep
100023	APPLE VALLEY PUMPING	Professional Services - 110	\$115.00	7/1/2025	P	jamiep
109736	EMERALD SERVICES INC	Professional Services - 103	\$343.75	7/1/2025	P	jamiep
138155	GALLS LLC	CCRJC- UNIFORM PANT SHERMAN CLASS A	\$123.53	7/1/2025	P	vettai
138155	GALLS LLC	CCRJC- UNIFORM NAMEPLATE PLUM CLASS A	\$34.34	7/1/2025	P	vettai
138155	GALLS LLC	CCRJC- UNIFORM COMMENDATION BAR MARCHAND CLASS A	\$24.78	7/1/2025	P	vettai
125342	TACOMA SCREW PRODUCTS INC	Supplies - 510	\$220.31	7/1/2025	P	jamiep
100073	CINTAS	Supplies - 103	\$45.28	7/1/2025	P	jamiep
134030	FREIGHTLINER NORTHWEST SPOKANE	Supplies - 510	\$160.06	7/1/2025	P	jamiep
107605	DOUGS DIESEL REPAIR	Supplies - 510	\$3,180.40	7/1/2025	P	jamiep
100265	N C MACHINERY CO	Supplies - 510	\$171.18	7/1/2025	P	jamiep
138155	GALLS LLC	CCRJC- UNIFORM BOOTS WILSON	\$238.41	7/1/2025	P	vettai
132022	PACWEST MACHINERY LLC	Supplies - 510	\$309.83	7/1/2025	P	jamiep
132022	PACWEST MACHINERY LLC	Supplies - 510	\$1,327.74	7/1/2025	P	jamiep
145081	LADY LUCK STUDIO	MURAL DESIGN	\$300.00	7/1/2025	P	carols
131124	GOOD TO GO	TOLL; N341; B6042C WA; 6/6/25; SR520 BRIDGE EASTBOUND - LANE 02; 6/11-6/14/25	\$5.95	7/1/2025	P	brennaw
100457	CHELAN CO SHERIFF REV FUND	HOLD CHECK; #2915; J.BIGGAR; ADV TRAVEL MEALS; FORCE SCIENCE TRIP	\$391.50	7/1/2025	P	brennaw
138155	GALLS LLC	CCRJC- UNIFORM BELT SHERMAN CLASS A	\$63.89	7/1/2025	P	vettai
138155	GALLS LLC	CCRJC- UNIFORM BADGE PLUM CLASS A	\$112.63	7/1/2025	P	vettai
100304	PITNEY BOWES INC	POSTAGE AND SHIPPING COSTS	\$20,622.77	7/1/2025	P	anaa
125342	TACOMA SCREW PRODUCTS INC	Supplies - 510	\$91.28	7/1/2025	P	jamiep
132022	PACWEST MACHINERY LLC	Supplies - 510	\$1,083.96	7/1/2025	P	jamiep
100149	AMERIGAS	PROPANE/KITCHENS	\$2,530.82	7/1/2025	P	edmundog
100657	WENATCHEE PETROLEUM CO	SUPPLIES - 510 - 02	\$1,217.98	7/1/2025	P	jamiep
100657	WENATCHEE PETROLEUM CO	Supplies - 510 - 03	\$742.65	7/1/2025	P	jamiep
100657	WENATCHEE PETROLEUM CO	Supplies - 510 - 01	\$728.65	7/1/2025	P	jamiep
100657	WENATCHEE PETROLEUM CO	SUPPLIES - 510 - 01	\$3,490.09	7/1/2025	P	jamiep
142204	GIBSON & SON ROAD BUILDING INC	Professional Services - 101	\$50,901.00	7/1/2025	P	jamiep
125342	TACOMA SCREW PRODUCTS INC	Supplies - 510	\$220.52	7/1/2025	P	jamiep
100073	CINTAS	Supplies - 110	\$63.06	7/1/2025	P	jamiep
100171	STANS MERRY MART INC	Supplies - 110	\$43.48	7/1/2025	P	jamiep
125356	RODDA MILLER PAINT	Supplies - 600	\$287.07	7/1/2025	P	jamiep
100657	WENATCHEE PETROLEUM CO	SUPPLIES - 510 - 02	\$2,786.52	7/1/2025	P	jamiep
100657	WENATCHEE PETROLEUM CO	SUPPLIES - 510 - 03	\$2,718.30	7/1/2025	P	jamiep
100657	WENATCHEE PETROLEUM CO	SUPPLIES - 510 - 01	\$3,278.08	7/1/2025	P	jamiep
144698	NAPA AUTO PARTS	Supplies - 101	\$30.77	7/1/2025	P	jamiep
100073	CINTAS	Supplies - 103	\$45.28	7/1/2025	P	jamiep
137770	PAT ARMSTRONG FORD INC	Supplies - 530	\$43.91	7/1/2025	P	jamiep
100171	STANS MERRY MART INC	Supplies - 101	\$36.97	7/1/2025	P	jamiep
100429	MARSON AND MARSON LUMBER	Supplies - 101	\$65.14	7/1/2025	P	jamiep
100142	HAGLUNDS TROPHIES	CLE ELUM FOREST OWNERS FIELD DAY PLAQUE	\$91.88	7/1/2025	P	maryelleng
100657	WENATCHEE PETROLEUM CO	SUPPLIES - 510 - 01	\$2,276.85	7/1/2025	P	jamiep
100657	WENATCHEE PETROLEUM CO	Supplies - 510 - 05	\$2,932.34	7/1/2025	P	jamiep
100657	WENATCHEE PETROLEUM CO	SUPPLIES - 510 - 01	\$4,509.49	7/1/2025	P	jamiep
100073	CINTAS	Supplies - 101	\$116.53	7/1/2025	P	jamiep
140714	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	\$121.35	7/1/2025	P	cindyd
100657	WENATCHEE PETROLEUM CO	Supplies - 101	\$561.02	7/1/2025	P	jamiep
100006	CHELAN COUNTY PUD	COLOCKUM POWER	\$94.62	7/1/2025	P	maryelleng
141777	RAE SECURITY INC (TX)	CUT KEY	\$41.81	7/1/2025	P	edmundog
118023	JET PRO WENATCHEE LLC	Professional Services - 530	\$23.94	7/1/2025	P	jamiep
140714	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	\$12.91	7/1/2025	P	cindyd
100376	LOCALTEL COMMUNICATIONS	INTERNET SERVICE	\$114.85	7/1/2025	P	maryelleng
118657	AT&T MOBILITY	Professional Services - 110	\$121.50	7/1/2025	P	jamiep
131124	GOOD TO GO	TOLL; N416; C4290C WA; 6/12; SR16 TACOMA NARROWS BRIDGE - LANE 09; 5/21-6/20/25	\$13.00	7/1/2025	P	brennaw
142648	COLUMN SOFTWARE PBC	Professional Services - 110	\$208.71	7/1/2025	P	jamiep
124394	PEREGRINE CO	REMINDER CARDS	\$42.09	7/1/2025	P	aliceh
127723	FORTE ARCHITECTS INC	MAY ARCHITECT FEES - VSO	\$1,645.00	7/1/2025	P	paulam
100376	LOCALTEL COMMUNICATIONS	SERVICE; 6/17/25-7/16/25; CHELAN SUBSTATION	\$56.37	7/1/2025	P	brennaw
144698	NAPA AUTO PARTS	Supplies - 510	\$23.82	7/1/2025	P	jamiep
144698	NAPA AUTO PARTS	Supplies - 510	\$198.15	7/1/2025	P	jamiep
120940	COASTAL FARM & RANCH	Supplies - 510	\$162.89	7/1/2025	P	jamiep
113380	THE PRINT GUYS INC	CCRJC-BUSINESS CARDS JONES,MENLEY,HARMON.	\$138.62	7/1/2025	P	vettai
100362	CENTRAL WASHINGTON EQUIPMENT	Supplies - 510	\$287.12	7/1/2025	P	jamiep
134545	US LINEN & UNIFORM	LAUNDRY SERVICE; CHELAN SUBSTATION	\$70.69	7/1/2025	P	brennaw
122880	EVCO SOUND & ELECTRONICS INC	FIRE SYSTEM MONITORING - WEST ANNEX	\$864.96	7/1/2025	P	mistiem
100073	CINTAS	Professional Services - 510	\$250.17	7/1/2025	P	jamiep
140714	ODP BUSINESS SOLUTIONS LLC	INK - P4P OKANOGAN CO	\$56.30	7/1/2025	P	carols
124897	NEW PIG CORPORATION	Supplies - 510	\$353.26	7/1/2025	P	jamiep
137770	PAT ARMSTRONG FORD INC	Supplies - 530	\$47.04	7/1/2025	P	jamiep
100171	STANS MERRY MART INC	Supplies - 510	\$192.11	7/1/2025	P	jamiep
100330	COLUMBIA VALLEY COMM HEALTH	CCRJC- DENTAL FOR INMATE B. IUKES	\$151.00	7/1/2025	P	vettai
129620	STEMILT WORLD FAMOUS COMPOST	YARD WASTE RECYCLING - JUNE	\$54.00	7/1/2025	P	mistiem
137770	PAT ARMSTRONG FORD INC	Professional Services - 530	\$2,772.76	7/1/2025	P	jamiep
140994	WYATT, RAYMOND L	CCC- CONNECTIONS PODCASTS	\$200.00	7/1/2025	P	anaa
145055	MCCUE, DAN	HOLD CHECK; PARKING REIMBURSEMENT; BELLEVUE FORCE SCIENCE TRIP	\$76.00	7/1/2025	P	brennaw
141209	VISIT CHELAN COUNTY	Q1 2025 FRAMEWORK REIMBURSEMENT	\$98,395.72	7/1/2025	P	paulam
143452	FITZGERALD, SARAH	JUNE MILEAGE	\$73.50	7/1/2025	P	maryelleng

143459	DIALED IN AUTO DETAILING LLC	Professional Services - 110	\$341.46	7/1/2025	P	jamiep
143988	BANGERTER, JOHN	HOLD CK-PERSONAL EXPENSE REIMBURSEMENT	\$483.00	7/1/2025	P	cindyd
136436	AMAZON CAPITAL SERVICES	CCRJC- ENVELOPES,GOLF PENCILS FOR INMATES	\$114.41	7/1/2025	P	vettai
136436	AMAZON CAPITAL SERVICES	OFFICE; 48 PACK PLASTIC ENVELOPES POLY ENVELOPES W/SNAP CLOSURE; A4 SIZE	\$20.61	7/1/2025	P	brennaw
103172	CITY OF EAST WENATCHEE	NATIONAL NIGHT OUT	\$500.00	7/1/2025	P	brennaw
100108	SYSCO FOOD SERVICES	CCRJC- KITCHEN FOOD,SUPPLIES AND INCENTIVE	\$3,351.40	7/1/2025	P	vettai
114708	US FOODS INC	US FOODS	\$1,424.26	7/1/2025	P	niskam
101784	WELLS & WADE MECHANICAL	AC REPAIR	\$1,228.30	7/1/2025	P	karenw
102012	SWANSON SERVICES CORPORATION	CCRJC- COMMISSARY	\$1,449.57	7/1/2025	P	vettai
137770	PAT ARMSTRONG FORD INC	Supplies - 530	\$75.84	7/1/2025	P	jamiep
137770	PAT ARMSTRONG FORD INC	Supplies - 530	\$4.32	7/1/2025	P	jamiep
117551	CONFLUENCE HEALTH	CCRJC- MEDICAL FOR R. TUCKER	\$199.50	7/1/2025	P	vettai
117551	CONFLUENCE HEALTH	CCRJC- MEDICAL FOR R. TUCKER	\$189.00	7/1/2025	P	vettai
117551	CONFLUENCE HEALTH	CCRJC- MEDICAL FOR R. TUCKER	\$69.50	7/1/2025	P	vettai
117551	CONFLUENCE HEALTH	CCRJC- MEDICAL FOR R. TUCKER	\$13.50	7/1/2025	P	vettai
117551	CONFLUENCE HEALTH	CCRJC- MEDICAL FOR R. TUCKER	\$2,426.20	7/1/2025	P	vettai
110691	PLATT ELECTRIC SUPPLY	ELECTRICAL PARTS	\$169.04	7/1/2025	P	mistiem
132243	HEALTH EQUITY	FSA ADMIN AND COMPLIANCE FEE	\$137.00	7/1/2025	P	anaahr
145081	LADY LUCK STUDIO	JUVE CENTER MURAL	\$2,200.00	7/1/2025	P	carols
100228	CITY OF WENATCHEE	Professional Services - 103	\$91.21	7/1/2025	P	jamiep
109350	NATIONAL SAFETY INC	Supplies - 510	\$112.08	7/1/2025	P	jamiep
141950	B'S TEES AND MORE LLC	DECALS X3; MOTOR POOL	\$16.32	7/1/2025	P	brennaw
141950	B'S TEES AND MORE LLC	Supplies - 530	\$5.44	7/1/2025	P	jamiep
113380	THE PRINT GUYS INC	2025 ANNUAL REPORT X 400	\$2,076.82	7/1/2025	P	brennaw
100051	KOTTKAMP & YEDINAK PLLC	CUP 22-047	\$1,520.00	7/1/2025	P	kirstenr
100051	KOTTKAMP & YEDINAK PLLC	CUP 24-249	\$740.00	7/1/2025	P	kirstenr
100051	KOTTKAMP & YEDINAK PLLC	AA 24-408	\$1,960.00	7/1/2025	P	kirstenr
100051	KOTTKAMP & YEDINAK PLLC	AA 25-109	\$1,420.00	7/1/2025	P	kirstenr
100051	KOTTKAMP & YEDINAK PLLC	CUPA 25-117	\$1,440.00	7/1/2025	P	kirstenr
121268	POLY BAG LLC	Supplies - 101	\$4,776.52	7/1/2025	P	jamiep
100542	WEINSTEIN BEVERAGE CO	CLEANING SUPPLIES	\$1,258.28	7/1/2025	P	edmundog
100542	WEINSTEIN BEVERAGE CO	CCRJC- HYGIENE PRODUCTS FOR JAIL/KITCHEN SUPPLIES	\$388.36	7/1/2025	P	vettai
100496	CDW GOVERNMENT INC	SOFTWARE LICENSE	\$354.02	7/1/2025	P	cindyd
100228	CITY OF WENATCHEE	ELECTRIC ULITITIES - JUNE 2025	\$9,545.76	7/1/2025	P	mistiem
100022	CENTER ALCOHOL & DRUG TREATMNT	HCA AGREEMENT NUMBER 1863-34849 (CJTA)	\$5,685.00	7/1/2025	P	anaa
145077	WHITE, MELINDA	JUROR PAY	\$16.96	7/1/2025	P	jury
142292	WITT, DONNA MARIE	JUROR PAY	\$80.66	7/1/2025	P	jury
145073	TILLY, COREEN COCKRUM	JUROR PAY	\$15.14	7/1/2025	P	jury
145074	VALDEZ, JACQUELINA ANASTASIA	JUROR PAY	\$16.82	7/1/2025	P	jury
145064	FULLER, RAYMOND ALAN	JUROR PAY	\$64.70	7/1/2025	P	jury
145066	KERN, NICOLE RENAE	JUROR PAY	\$17.52	7/1/2025	P	jury
145071	STEINHAUER, MATTHEW RUSSELL	JUROR PAY	\$59.94	7/1/2025	P	jury
145072	THOMAS, ROBIN GAIL	JUROR PAY	\$80.80	7/1/2025	P	jury
145076	WHISTMAN, BARBARA	JUROR PAY	\$46.08	7/1/2025	P	jury
122338	JACKSON, DARRIN	JUROR PAY	\$19.90	7/1/2025	P	jury
145065	GRAMS, RICKY DONALD	JUROR PAY	\$49.86	7/1/2025	P	jury
139811	GREENWAY, JEREMEY RAY	JUROR PAY	\$69.46	7/1/2025	P	jury
145059	BOEING, BETH ANN	JUROR PAY	\$47.06	7/1/2025	P	jury
141740	VALLE, JUAN ANTONIO	JUROR PAY	\$17.38	7/1/2025	P	jury
122503	MCDANIEL, LAURA LYNNETTE	JUROR PAY	\$81.92	7/1/2025	P	jury
145075	WEBER, KAREN LYNN	JUROR PAY	\$18.78	7/1/2025	P	jury
145067	MOODY, RYLEN MICHAEL	JUROR PAY	\$78.98	7/1/2025	P	jury
145069	ROSS, WENDY KATHLEEN	JUROR PAY	\$69.74	7/1/2025	P	jury
145062	CROWE, MARGUERITE A	JUROR PAY	\$27.88	7/1/2025	P	jury
145068	MUNSON, MICHAEL ALLEN	JUROR PAY	\$62.88	7/1/2025	P	jury
145060	CARLSON, DAVID ANDREW	JUROR PAY	\$16.12	7/1/2025	P	jury
145061	CLIFT, RANDAL PAUL	JUROR PAY	\$19.20	7/1/2025	P	jury
145063	DEWALT, ELIZABETH CATHERINE	JUROR PAY	\$38.38	7/1/2025	P	jury
145070	RYAN, REBECCA LYNN	JUROR PAY	\$46.22	7/1/2025	P	jury
100329	CASCADE QUALITY WATER	6/4-6/27 WATER SERVICE	\$48.37	7/1/2025	P	michellef
131487	FRANZ FAMILY BAKERIES	CCRJC- BREAD DELIVERY	\$540.28	7/1/2025	P	vettai
113380	THE PRINT GUYS INC	ENVELOPES WITH RETURN ADDRESS	\$247.76	7/1/2025	P	kirstenr
139615	CASCADE CENTRAL CONSTRUCTION	OSC PROGRESS BILLING #3	\$348,713.36	7/1/2025	P	paulam
114708	US FOODS INC	US FOODS	\$116.73	7/1/2025	P	niskam
102799	W/W PUMPING SERVICE INC	Professional Services - 101	\$218.50	7/1/2025	P	jamiep
144202	OIL PRICE INFO SERVICE LLC	Professional Services - 510	\$38.08	7/1/2025	P	jamiep
100142	HAGLUNDS TROPHIES	NAME PLATE FOR NIK MOUSHON (PC)	\$16.59	7/1/2025	P	kirstenr
100329	CASCADE QUALITY WATER	BOTTLED WATER X10; DELIVERED 6/4/25	\$96.83	7/1/2025	P	brennaw
100329	CASCADE QUALITY WATER	CASCADE QUALITY WATER / WATER DEL & FUEL SURCHARGE	\$13.60	7/1/2025	P	pennyg
100329	CASCADE QUALITY WATER	BOTTLED WATER X9; DELIVERED 6/18/25	\$83.23	7/1/2025	P	brennaw
100329	CASCADE QUALITY WATER	CASCADE QUALITY WATER/DELIVERED	\$9.25	7/1/2025	P	pennyg
100329	CASCADE QUALITY WATER	RENTAL COOLER X3; FROM 06/28 TO 07/27	\$36.83	7/1/2025	P	brennaw
100329	CASCADE QUALITY WATER	CASCADE QUALITY WATER/RENTAL COOLER	\$10.83	7/1/2025	P	pennyg
109955	CODE PUBLISHING COMPANY	CCC- MUNICIPAL CODE WEB UPDATE	\$2,558.98	7/1/2025	P	anaa
100051	KOTTKAMP & YEDINAK PLLC	INDIGENT CONFLICT DEFENSE	\$9,336.00	7/1/2025	P	anaa
136604	SPOKANE PRODUCE	SPOKANE PRODUCE	\$302.66	7/1/2025	P	niskam
138352	ARTISAN FLOORING	CJST - JUVENILE GYM FLOORING	\$13,182.04	7/1/2025	P	anaa
100301	URM CASH & CARRY	URM CASH & CARRY	\$118.80	7/1/2025	P	niskam
144918	LEAH M BECKNELL, LLC	NORTH CENTRAL REGION DIVERSION WORKGROUP FACILITATION	\$600.00	7/1/2025	P	anaa
140579	AUSTIN, CRYSTAL	JUNE; OFFICE CLEANING AT CHELAN SUBSTATION X3	\$100.00	7/1/2025	P	brennaw
100170	CCRJC PRISONER TRUST FUND	CCRJC- REIMBURSEMENT FOR CRP FUNDS	\$4,765.20	7/1/2025	P	vettai
101800	WEN VALLEY HUMANE SOCIETY	ANIMAL CONTROL CONTRACT	\$16,267.83	7/1/2025	P	anaa
140610	YOUNG, MARTIN D	TRAVEL & EXPENSES FOR WSACC CONFERENCE	\$1,241.26	7/1/2025	P	aliceh
118883	VIDALS CLEANING & JANITORIAL	DAILY CLEANING 6/22/25-6/28/25	\$5,076.13	7/1/2025	P	edmundog
100125	WILBUR ELLIS COMPANY LLC	NOX WEED - CONTRACT SVCS/SM TOOLS & EQUIP; ACCT 235600	\$458.94	7/1/2025	P	taynar
141129	POMPS TIRE SERVICE INC	Supplies - 510	\$5,045.01	7/1/2025	P	jamiep
136436	AMAZON CAPITAL SERVICES	CCRJC- HAND SANITIZER FOR JAIL STAFF	\$42.96	7/1/2025	P	vettai
117551	CONFLUENCE HEALTH	CCRJC- MEDICAL FOR M. SARABIA-MARTINEZ	\$2,191.24	7/1/2025	P	vettai
114805	BROOKS MESSENGER SERVICE	JULY 2025 MESSENGER SERVICE	\$110.00	7/1/2025	P	carols
100642	PACIFIC APPRAISAL ASSOCIATES	Professional Services - 110	\$3,500.00	7/1/2025	P	jamiep
108956	RELX INC DBA LEXISNEXIS	BOOKS/REFERENCES - JUNE 2025	\$580.00	7/1/2025	P	carols
114805	BROOKS MESSENGER SERVICE	LEGAL MESSENGER SERVICE	\$480.00	7/1/2025	P	cindyd
108956	RELX INC DBA LEXISNEXIS	BOOKS & REFERENCES	\$807.74	7/1/2025	P	cindyd
142653	BRADFORD LAW FIRM PLLC	ATTORNEY SERVICES - SPIVEY GRDNSHP 24-4-00310-04 - UGA	\$285.00	7/1/2025	P	carols
142653	BRADFORD LAW FIRM PLLC	ATTORNEY SERVICES - LUCATERO GRDNSHP 25-4-00167-04 - UGA	\$960.00	7/1/2025	P	carols
102139	ONE CALL CONCEPTS INC	Professional Services - 110	\$232.83	7/1/2025	P	jamiep
116872	COLEMAN OIL COMPANY	FUEL; JUNE; N418, E007, AND N270	\$554.56	7/1/2025	P	brennaw

116872	COLEMAN OIL COMPANY	NOX WEED-VEH 104 FUEL- ACCT 856212	\$151.36	7/1/2025	P	taynar
137770	PAT ARMSTRONG FORD INC	Professional Services - 530	\$6,396.50	7/1/2025	P	jamiep
139664	VICTORY SUPPLY	CCRJC- INMATE UNIFORMS	\$907.52	7/1/2025	P	vettai
100376	LOCALTEL COMMUNICATIONS	LOCAL-TEL - JUNE 2025	\$30.95	7/1/2025	P	niskam
102065	NATIONAL BUSINESS FURNITURE	VW CONFERENCE ROOM CHAIRS	\$2,258.52	7/1/2025	P	cindyd
141645	MONTES, ERICA	ERICA MONTES - INTERPRETING	\$150.00	7/1/2025	P	niskam
100236	XEROX CORPORATION	JUNE 2025 XEROX LEASE	\$189.39	7/1/2025	P	michellef
145078	GEOSPATIAL TRAINING SERVICES	GIS TRAINING	\$2,600.00	7/1/2025	P	annak
100389	DOUGLAS COUNTY TREASURER	MAY 2025 MENTAL HEALTH TAXES	\$11,729.48	7/1/2025	P	michellef
104964	CORVEL	INDUSTRIAL INSURANCE CLAIMS	\$11,158.86	7/1/2025	P	anaahr
144422	SUMMITT FORESTS, INC	180414/4 HAND THINNING AND PILING	\$240,660.00	7/1/2025	P	sofiab
144422	SUMMITT FORESTS, INC	180453 HAND THINNING AND PILING	\$18,098.12	7/1/2025	P	sofiab
138032	DBA CRAMER FISH SCIENCES, SP CRAMER & ASSOCIATES	180449 PROF. SERVICES MAY 2025	\$18,328.00	7/1/2025	P	sofiab
100329	CASCADE QUALITY WATER	OFFICE WATER	\$47.82	7/1/2025	P	andreah
101066	CHELAN CO NOXIOUS WEEDS/TREAS	CCC -NOXIOUS WEED	\$1,408.64	7/1/2025	P	anaa
137461	KORFIATIS, JENNIFER	180438 PROF. SERVICES JUNE 2025	\$2,650.00	7/1/2025	P	sofiab
139473	GRACE CITY CHURCH	CCRJC- CHAPLAIN SERVICES FOR JAIL	\$1,300.00	7/1/2025	P	vettai
100510	CHELAN COUNTY TREASURER	180453 RETAINAGE SUMMITT FORESTS	\$2,010.90	7/1/2025	P	sofiab
100510	CHELAN COUNTY TREASURER	180414 RETAINAGE SUMMITT FORESTS	\$26,740.00	7/1/2025	P	sofiab
142699	FORENSIC RADIOLOGY GROUP LLC	FULL BODY CT SCANS REPORTS	\$980.00	7/1/2025	P	wayneh
130895	NATURAL SYSTEMS DESIGN	180428/2 PROF. SERVICES MAY 2025	\$15,178.50	7/1/2025	P	sofiab
100113	WACO	WACO QUARTERLY ASSESSMENT	\$4,042.50	7/1/2025	P	anaa
118242	BATTERY SYSTEMS INC	Supplies - 530	\$180.38	7/1/2025	P	jamiep
116455	ANCHOR QEA INC	PROF. SERVICES MAY 2025	\$20,601.16	7/1/2025	P	sofiab
116455	ANCHOR QEA INC	PROF. SERVICES MAY 2025	\$9,012.50	7/1/2025	P	sofiab
116455	ANCHOR QEA INC	PROF. SERVICES MAY 2025	\$17,079.96	7/1/2025	P	sofiab
134545	US LINEN & UNIFORM	Supplies - 530	\$21.76	7/1/2025	P	jamiep
138409	KELLEY CREATE	180000 COPIER	\$191.05	7/1/2025	P	sofiab
140714	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	\$32.19	7/1/2025	P	andreah
100171	STANS MERRY MART INC	180447/2 PLANTING SUPPLIES	\$92.44	7/1/2025	P	sofiab
100044	ROBINSON, WILLIAM D	LEOFF/ROBINSON	\$657.48	7/1/2025	P	rosahr
100636	THOMPSON, MITCHELL G	LEOFF/THOMPSON	\$164.90	7/1/2025	P	rosahr
100046	YONAKA, JERRY W	LEOFF/YONAKA	\$185.00	7/1/2025	P	rosahr
102019	CHELAN CO HEALTH INS FD/TREAS	LEOFF INSURANCE 6/2025	\$7,479.45	7/1/2025	P	rosahr
100036	BREDA, DAN	LEOFF/BREDA	\$185.00	7/1/2025	P	rosahr
100037	COLLINS, JOE	LEOFF/COLLINS	\$921.81	7/1/2025	P	rosahr
101166	DEPEW, WILLIAM K	LEOFF/DEPEW	\$174.70	7/1/2025	P	rosahr
101343	GRUBB, DALE W	LEOFF/DEPEW	\$394.85	7/1/2025	P	rosahr
100041	HAYNES, RICHARD A	LEOFF/HAYNES	\$185.00	7/1/2025	P	rosahr
106015	LYON, JACK	LEOFF/LYON	\$438.19	7/1/2025	P	rosahr
100066	MARTIN, RON	LEOFF/MARTIN	\$291.90	7/1/2025	P	rosahr
100043	MATHENA, DARYL	LEOFF/MATHENA	\$503.60	7/1/2025	P	rosahr
101102	PETERSON, RICHARD A	LEOFF/PETERSON	\$164.90	7/1/2025	P	rosahr
100001	MOON SECURITY SERVICES INC	Professional Services - 101	\$181.22	7/1/2025	P	jamiep
100001	MOON SECURITY SERVICES INC	FIRE MONITORING	\$72.76	7/1/2025	P	karenw
100083	VISA	OFFICE SUPPLIES L&R	\$108.45	7/1/2025	P	andreah
130137	REDQUOTE	HR - COBRA ADMIN FEE	\$453.71	7/1/2025	P	anaahr
100083	VISA	OFFICE SUPPLIES L&R	\$27.19	7/1/2025	P	andreah
111110	BLACKMON, ALLEN F	TRAVEL & SUBSISTENCE	\$296.60	7/1/2025	P	leag
100127	CITY OF CASHMERE	FACILITY RENTAL; JULY 2025; CASHMERE SUBSTATION	\$3,826.50	7/1/2025	P	brennaw
100622	WA ST PATROL	WASHINGTON STATE PATROL	\$31.00	7/1/2025	P	niskam
116752	COUNSEL FOR DEFENSE CHELAN CO	INDIGENT DEFENSE	\$231,533.75	7/1/2025	P	anaa
138158	PACIFIC NW WELLNESS CTR PLLC	MONTHLY SUBSCRIPTION FEE	\$5,508.00	7/1/2025	P	anaahr
113497	WOMENS RESOURCE CENTER	TRANSITIONAL HOUSING REIMBURSEMENT FINAL	\$47,082.98	7/1/2025	P	paulam
100174	CHELAN DOUGLS COMMUNITY ACTION	CSFRF REIMBURSEMENT FINAL	\$15,938.50	7/1/2025	P	paulam
100174	CHELAN DOUGLS COMMUNITY ACTION	CHG REIMBURSEMENT FINAL	\$158,286.17	7/1/2025	P	paulam
113497	WOMENS RESOURCE CENTER	PARKSIDE PSH REIMBURSEMENT FINAL	\$19,594.83	7/1/2025	P	paulam
100174	CHELAN DOUGLS COMMUNITY ACTION	EHF REIMBURSEMENT FINAL	\$72,581.31	7/1/2025	P	paulam
113497	WOMENS RESOURCE CENTER	RAPID REHOUSING PROJECT FINAL REIMBURSEMENT	\$84,746.65	7/1/2025	P	paulam
113497	WOMENS RESOURCE CENTER	DIVERSION FINAL REIMBURSEMENT	\$826.75	7/1/2025	P	paulam
100174	CHELAN DOUGLS COMMUNITY ACTION	HEN REIMBURSEMENT FINAL	\$50,984.95	7/1/2025	P	paulam
100080	DE VERA, LISA	BRB ADMIN SERVICES	\$232.20	7/1/2025	P	anaa
120709	CHELAN CO TREASURER TRUST	JUNE USE TAX	\$1,983.51	7/1/2025	P	mackenziec
100669	JOHN BEUHLER LAW FIRM PLLC	CONFLICT DEFENSE BILLING	\$13,942.00	7/1/2025	P	anaa
120709	CHELAN CO TREASURER TRUST	PARKS B&O MAY/25	\$208.94	7/1/2025	P	paulam
139545	SCANLON, MARIE	GAL MENTORING - APRIL-JUNE 2025	\$175.00	7/1/2025	P	carols
139545	SCANLON, MARIE	P4P CLINICAL SUPERVISION SERVICES APRIL-JUNE 2025	\$200.00	7/1/2025	P	carols
100647	PUBLIC WORKS PETTY CASH	CRP 650	\$10.00	7/1/2025	P	jamiep
100647	PUBLIC WORKS PETTY CASH	CRP 650	\$10.00	7/1/2025	P	jamiep
110688	SUGG-MATHENA, FONA L	REIMBUSEMENT FOR GRANT FUND FJCIP/P4P/PRETRIAL GRANT	\$6,423.62	7/1/2025	P	carols
100083	VISA	VISA 070425	\$3,451.19	7/1/2025	P	sofiab
101894	WA ST DEPT OF ECOLOGY	WCC CREW MAY 2025	\$15,955.45	7/1/2025	P	sofiab
420						

BUDGET STATUS REPORT
as of 7/2/2025

	TOTAL BUDGET	ACTUAL EXPENDITURES	REMAINING BUDGET
Opiod Assessment - 141			
Total 30s-90s	0.00	105,733.95	(105,733.95)
TOTAL Opiod Assessment	0.00	105,733.95	(105,733.95)
Rural Counties Tax - 198			
Total 10s-20s	292,561.00	144,598.26	147,962.74
Total 30s-90s	4,227,272.00	4,485,495.74	(258,223.74)
TOTAL Rural Counties Tax	4,519,833.00	4,630,094.00	(110,261.00)



Employee Payroll Change Notice

EFFECTIVE DATE: _____

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # _____ (leave blank if new employee)

Name _____

Department _____

Position Title _____

Pay Grade _____ Pay Step _____

Status _____ Union _____
(full time, part time, temp)

Account Number _____ (required)

REASON FOR CHANGE

- ☐ New Hire*
- ☐ Promotion
- ☐ Step Increase
- ☐ Transfer
- ☐ Reclassification
- ☐ Termination
- ☐ Retirement
- ☐ Remove From Eden
- ☐ Resignation
- ☐ Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

STEP SCHEDULE (New Emp)

Step 2: _____

Step 3: _____

Step 4: _____

Step 5: _____

Step 6: _____

Step 7: _____

Step 8: _____

SIGNATURES

Department Authorization _____

Date _____

Human Resources Review _____

Date 7/2/2025

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

Return completed form to the
Human Resources Department

EFFECTIVE DATE: 07/01/2025

(hire date for new employees)

EMPLOYEE INFORMATION

Employee # 000818 (leave blank if new employee)

Name Allen F. Blackmon

Department District Court

Position Title Judge

Pay Grade _____ Pay Step _____

Status Elected Union _____
(full time, part time, temp)

Account Number 010.065.51240.11.252 (required for new hires)

REASON FOR CHANGE

- ☐ New Hire*
☐ Step Increase
☐ Promotion
☐ Transfer
☐ Reclassification
☐ Resignation
☐ Termination
☐ Retirement
☒ Other SALARY INCREASE

*attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Salary increase for Judges of District Court pursuant to the Washington Citizen's Commission on Salaries for Elected Officials effective July 1, 2025 until June 30, 2026 = \$226,096.00

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: _____
Step 6: _____
Step 7: _____
Step 8: _____

SIGNATURES

Department Authorization Leabrasner

Date 06/27/2025

Human Resources Review [Signature]

Date 7/2/2025

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

Return completed form to the
Human Resources Department

EFFECTIVE DATE: 07/01/2025
(hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005297 (leave blank if new employee)

Name Jonathan M. Volyn

Department District Court

Position Title Judge

Pay Grade _____ Pay Step _____

Status Elected Union _____
(full time, part time, temp)

Account Number 010.065.51240.11.251 (required for new hires)

REASON FOR CHANGE

- ☐ New Hire*
☐ Step Increase
☐ Promotion
☐ Transfer
☐ Reclassification
☐ Resignation
☐ Termination
☐ Retirement
☒ Other SALARY INCREASE

*attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Salary increase for Judges of District Court pursuant to the Washington Citizen's Commission on Salaries for Elected Officials effective July 1, 2025 until June 30, 2026 = \$226,096.00

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: _____
Step 6: _____
Step 7: _____
Step 8: _____

SIGNATURES

Department Authorization Leh Brainer

Date 06/27/2025

Human Resources Review [Signature]

Date 7/2/2025

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 7/1/2025
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # _____ (leave blank if new employee)

Name Caleb A. Knowlton

Department Juvenile Detention

Position Title Extra Help

Pay Grade _____ Pay Step _____

Status part-time Union n/a
(full time, part time, temp)

Account Number 010.085.52760.11.999 (required)

REASON FOR CHANGE

- ☒ New Hire*
- ☐ Promotion
- ☐ Step Increase
- ☐ Transfer
- ☐ Reclassification
- ☐ Termination
- ☐ Retirement
- ☐ Remove From Eden
- ☐ Resignation
- ☐ Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

\$22.00 / hour

STEP SCHEDULE (New Emp)

Step 2: _____

Step 3: _____

Step 4: _____

Step 5: _____

Step 6: _____

Step 7: _____

Step 8: _____

SIGNATURES

Department Authorization _____

Date 6/25/2025

Human Resources Review _____

Date 7/2/2025

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 7/1/2025
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005764 (leave blank if new employee)
Name Dorian Robles
Department Juvenile Detention
Position Title Juvenile Custody Officer
Pay Grade PW06 Pay Step 4
Status Full Time Union Courthouse
(full time, part time, temp)
Account Number 010.085.52760.11.362 (required)

REASON FOR CHANGE

- ☐ New Hire*
☒ Promotion
☐ Step Increase
☐ Transfer
☐ Reclassification
☐ Termination
☐ Retirement
☐ Remove From Eden
☐ Resignation
☐ Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

\$ 4,588.65 / month
\$55,063.80 / year

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: 7/1/2026
Step 6: 7/1/2028
Step 7: 7/1/2030
Step 8: 7/1/2032

SIGNATURES

Department Authorization _____

Date 6/23/2025

Human Resources Review _____

Date 7/2/2025

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 7/1/2025
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005278 (leave blank if new employee)
Name Omar Sanchez
Department Juvenile Detention
Position Title Juvenile Custody Supervisor
Pay Grade NB11 Pay Step 6
Status Full Time Union Courthouse
(full time, part time, temp)
Account Number 010.085.52760.11.363 (required)

REASON FOR CHANGE

- ☐ New Hire*
☒ Promotion
☐ Step Increase
☐ Transfer
☐ Reclassification
☐ Termination
☐ Retirement
☐ Remove From Eden
☐ Resignation
☐ Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: _____
Step 6: _____
Step 7: 7/1/2027
Step 8: 7/1/2029

SIGNATURES

Department Authorization _____

Date 7/1/2025

Human Resources Review _____

Date 7/2/2025

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 6/1/2025
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 006437 (leave blank if new employee)

Name Christopher Villarreal

Department Public Works - ER&R

Position Title Tire & Lube Technician

Pay Grade RC03H Pay Step 5

Status Full Time Union Road Crew
(full time, part time, temp)

Account Number 510.001.54868.26.000 (required for new hires)

REASON FOR CHANGE

- ☐ New Hire*
☐ Promotion
☐ Step Increase
☐ Transfer
☐ Reclassification
☐ Termination
☐ Retirement
☐ Remove From Eden
☐ Resignation
☒ Other Tool Stipend

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Christopher Villarreal will receive a Tool Allowance of \$33.33/month effective his first month of employment June 2025.

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: _____
Step 6: _____
Step 7: _____
Step 8: _____
Step 9: _____

SIGNATURES

Department Authorization _____

Date 7/1/25

Human Resources Review _____

Date 7/2/2025

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 7/7/2025
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 004985 (leave blank if new employee)

Name Brent Frank

Department Sheriff

Position Title Sergeant

Pay Grade S131 Pay Step 5

Status Full Time Union Teamsters - Commissioned Supervisor
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- ☐ New Hire*
☐ Promotion
☐ Step Increase
☐ Transfer
☐ Reclassification
☐ Termination
☐ Retirement
☐ Remove From Eden
☒ Resignation
☐ Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Effective 7/7/2025, Sgt. Brent Frank will be resigning from his current position with the Sheriff's Office.

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: _____
Step 6: _____
Step 7: _____
Step 8: _____

SIGNATURES

Department Authorization Kim Oglesby

Date 6/29/2025

Human Resources Review [Signature]

Date 7/2/2025

Commissioner Approval _____

Date _____

ADMINISTRATIVE AGENDA
July 7, 2025

DISCUSSION ITEMS:

1. 2026 Budget Process
2. Administrative Update

ACTION ITEMS:

1. CRDTF Vehicle Replacement
2. Approval of Laura Pippin as a Designated Crisis Responder
3. Data Access Subscription Use Agreement (Clerk) with Levey Law Group



Mike Morrison | Sheriff

Law and Justice Building | 401 Washington St. #1 | Wenatchee, WA 98801
Office (509) 667-6851 | Fax (509) 667-6860

June 25, 2025

Board of County Commissioners

400 Douglas St., Suite 201

Wenatchee, Wa 98801

Dear Commissioners,

The Columbia River Drug Task Force has an undercover vehicle that is due for replacement. The bid process has been completed.

The bids obtained include trade-in of the current vehicle and are as follows:

Apple Valley Honda \$28,676.46

Honda of Seattle \$29,192.14

Auto Nation \$28,780.48

Findlay Honda \$30,278.84

As the Commander of the Columbia River Drug Task Force, I am respectfully requesting the Commissioners approve the purchase of the vehicle from Apple Valley Honda. This specific vehicle is currently available and is best suited for the use by the CRDTF as an undercover vehicle. The funds for this vehicle will only come out of the CRDTF general operating fund (142.001) and has been approved by the executive board that oversees the task force.

Respectfully,

Undersheriff
Dan Ozment



Chief of Operations
Ryan Moody



Chief of Patrol
Seth Buhler



Chief Civil Deputy
Kim Oglesbee



Executive Assistant
April Moore



Mike Morrison | Sheriff

Law and Justice Building | 401 Washington St. #1 | Wenatchee, WA 98801
Office (509) 667-6851 | Fax (509) 667-6860

Chief Ryan Moody

Undersheriff
Dan Ozment



Chief of Operations
Ryan Moody



Chief of Patrol
Seth Buhler



Chief Civil Deputy
Kim Oglesbee



Executive Assistant
April Moore



270 9th St. NE, Suite 100 · East Wenatchee, WA 98802-7674
Telephone: 509-886-0700 Toll-Free: 800-572-4459 Fax: 509-884-6943

July 2, 2025

Anabel Torres
Clerk of the Board
Chelan County Commissioners
400 Douglas Street
Wenatchee, WA 98801

RE: Designated Crisis Responder Nomination

Dear Ms. Torres,

I have the pleasure of introducing the verified nomination of **Laura Pippin** as a Designated Crisis Responder (DCR) for Chelan and Douglas counties on behalf of Catholic Charities. Catalina's nomination packet is attached. Please let me know when this nomination is approved / disapproved at your earliest convenience.

I will be delivering this information to Carlye Baity for the Douglas County Commissioners as well.

Sincerely,

Ken Sterner
AACCW Deputy Director

Cc: file

Chelan County Clerk

**DATA ACCESS SUBSCRIPTION
CASUAL USE AGREEMENT**

FOR

**SUPERIOR COURT
PUBLIC DOCUMENTS**

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This Agreement (the "Agreement") is entered into by and between the Chelan County Clerk, hereinafter referred to as the "Clerk" and The Levey Law Group. The Subscriber's address is 1712 6th Avenue Suite 100 #1256 Tacoma, WA 98405, e-mail address dmoore@theleveylawgroup.com, phone number 253-272-9459.

IN CONSIDERATION of the mutual promises made to each other, as hereinafter set forth, the Clerk and the Subscriber agree as follows:

1. **PURPOSE:** The purpose of this Agreement is to establish the terms and conditions under which the Clerk agrees to allow electronic access to public documents, on a subscription basis.
2. **DEFINITIONS:** As used throughout this Agreement, the following terms shall have the meanings set forth below:
 - 2.1 "Clerk" shall mean the Chelan County Clerk.
 - 2.2 "Court" shall mean the Chelan County Superior Court.
 - 2.3 "Subscriber" shall include all members, employees and agents of the Subscriber.
 - 2.4 "Data" shall include any computer readable copies of any public documents provided to the Subscriber.
 - 2.5 "Information" shall mean material provided by Clerk in any format, including reports.
 - 2.6 "Casual Subscription" means non-exclusive use of a web seat.
3. **GRANT OF SUBSCRIPTION:** The Clerk hereby grants a casual subscription to the Subscriber for the use of a Web Seat and the data contained therein.
4. **TERM AND EFFECTIVE DATE OF AGREEMENT:**
 - 4.1 The initial term of this contract is from the date of its execution by the Clerk until December 31, 2025. The term of this contract can be automatically renewed for one year by payment of the annual fee of \$200.00 (one user) or \$500 (law firm / multiple users) as determined by the Chelan County Clerk.
 - 4.2 The Agreement may be terminated in accordance with the provisions of this agreement.
5. **BASIC TRANSACTION:** This Agreement sets forth the responsibilities of the parties, costs, and the terms and conditions under which the information will be provided.

5.1 RESPONSIBILITIES OF THE CLERK: The Clerk shall:

- 5.1.1. Provide Subscriber with access to a OnBase Seat © via the internet (the "Web"), and post new cases and other information filed with the Clerk. The Web will contain all open to the public documents filed with the clerk since 1996.

5.2 RESPONSIBILITIES OF THE SUBSCRIBER: The Subscriber shall:

- 5.2.1. Comply with the provisions of this Agreement and all of the terms and conditions contained herein or attached hereto.
- 5.2.2. Make payment to the Clerk pursuant to this Agreement.
- 5.2.3. Recognize and hereby acknowledge that the user identifiers and passwords, if any, supplied by the Clerk to the Subscriber are the confidential property of the Clerk, subject to the proprietary rights of the Clerk, and Subscriber agrees to hold such user identifiers and passwords, if any, in the strictest confidence. The Subscriber further agrees to exercise at all times the same care with respect to the user identifiers and passwords, if any, or any other materials or information provided by the Clerk that the Subscriber would exercise in the protection of the Subscriber's own confidential information or property and to not release or disclose passwords to any other party without the Clerk's prior consent.
- 5.2.4. Upon request by the Clerk, return or destroy any information and data provided by the Clerk in error, including but not limited to documents marked confidential or otherwise not subject to public disclosure.

- 6. **COSTS:** Subscriber shall make payment of \$200.00 (one person) or \$500.00 (law firm/multiple users) to the Clerk within 30 days of receipt of an invoice from the Clerk.

7. RESTRICTIONS ON THE USE OF INFORMATION PROVIDED UNDER THIS AGREEMENT:

- 7.1 The information provided to the Subscriber under this Agreement is subject to the restrictions contained in this Agreement.
- 7.2 The Subscriber is responsible for ensuring that access is available only to authorized personnel.
- 7.3 To the extent that the data being accessed is covered by other laws, statutes, court rules and administrative rules and regulations which

restrict access to and use of such information and data, the restrictions contained in such laws, statutes, court rules and administrative rules and regulations shall apply to the data accessed under this Agreement.

7.4 Any exceptions, revisions or waivers to these limitations requested by the Subscriber must be approved in writing by the Clerk and received by the Subscriber prior to the requested use.

- 8. RESALE/DISTRIBUTION OF DATA: THE SUBSCRIBER SHALL NOT REPRODUCE, RE-SELL OR OTHERWISE DISTRIBUTE COPIES TO OTHER PARTIES UNLESS SUCH PARTIES ARE ENTITLED TO COPIES.**
- 9. CHANGES RELATING TO INFORMATION AND DATA:** The Clerk specifically reserves the right in its sole discretion, to make any changes it deems appropriate relating to the information and data provided under this Agreement, at any time and without prior notice. Such changes include, but are not limited to: altering the character and format of the information based on subsequent court order(s).
- 10. SUPPORT/ASSISTANCE:** The Subscriber acknowledges and accepts that all information and data provided under this Agreement is provided on an AS IS basis and that the Clerk shall not be responsible for providing support or assistance of any nature to the Subscriber or to any third party on behalf of the Subscriber.
- 11. DISCLAIMER OF WARRANTIES: THE CLERK PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, THAT THE INFORMATION OR DATA PROVIDED IS CURRENT, OR COMPLETE. IT IS EXPRESSLY UNDERSTOOD BY THE PARTIES THAT IT IS THE RESPONSIBILITY OF THE SUBSCRIBER AND/OR ITS CLIENTS, OR OTHER THIRD PARTIES TO WHOM THE INFORMATION AND DATA IS SUPPLIED TO VERIFY INFORMATION OR DATA OBTAINED UNDER THIS AGREEMENT WITH THE FILER OF THE INFORMATION REPOSING AT THE COURT OF RECORD.**
- 12. GENERAL TERMS AND CONDITIONS:**
- 12.1 ASSIGNMENT:** Without the Clerk's prior consent, the Subscriber may not transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Subscriber under this Agreement; nor (iii) any claim arising under this Agreement.
- 12.2 ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous discussions and agreements. Understandings, representations, or warranties not contained in this

Agreement or a written amendment hereto shall not be binding on either party.

- 12.3 GOVERNING LAW:** This Agreement shall be governed in all respects by the laws and statutes of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Chelan County, Washington.
- 12.4 NON-EXCLUSIVITY:** This Agreement is non-exclusive. Nothing contained in this Agreement shall be construed to limit in any way the Clerk's right to enter a like or similar agreement or grant a like or similar agreement to any other entity or party on such terms as the Clerk may in its sole discretion deem appropriate.
- 12.5 NOTICES:** Any notice required or permitted to be given under this Agreement shall be effective if and only if it is in writing. Notice must be given by personal delivery or sent by United States mail; mail to the Subscriber must be sent to Subscriber's address as set forth in this Agreement and mail to the Clerk must be sent to the Marty Young, Chelan County Clerk, 350 Orondo Avenue Suite 501, Wenatchee WA 98801, or to such other address as each party has notified the other in writing.
- 12.6 SEVERABILITY:** If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.
- 12.7 INDEMNIFICATION AND HOLD HARMLESS:** Subscriber expressly agrees to indemnify and hold the Chelan County Clerk and Chelan County harmless against any and all claims, demands, injuries, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by anyone or any entity as a result of Subscriber's use of the Chelan County ONBASE Web Seat regardless of whether such claims, demands, injuries damages, rights of action, or causes of action, result in whole or part, from the Subscriber or any third party.
- 12.8 TERMINATION:**
- 12.8.1. General: This Agreement may be terminated by either the Clerk or the Subscriber upon ten (10) days written notice.

Upon termination access fees shall be refunded based on the number of months remaining under this Agreement.

12.8.2. Termination For Nonpayment: The Clerk may immediately, without notice, terminate this Agreement for failure of the Subscriber to pay an invoice outstanding longer than 30 business days.

12.8.3. Termination for Violation: The Clerk may immediately and without notice, terminate this Agreement if the Subscriber violates any term of this Agreement.

12.9 TERMINATION PROCEDURE: After receipt of notice of termination for failure to pay an invoice timely, and unless otherwise directed by the Clerk, the Subscriber shall stop dissemination of any information and data provided by the Clerk under this Agreement on the date and to the extent specified in the notice.

12.10 WAIVER: No term or condition of this Agreement shall be held to be waived, modified, or deleted, and no breach excused, except by a written instrument signed by the parties hereto. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

13. SIGNATURES: The parties hereto, having read this Agreement in its entirety, do agree thereto in each and every particular.

CHELAN COUNTY CLERK

Martin D. Young
Martin D. Young, Clerk

SUBSCRIBER

Danielle Moore The Levey Law Group

DATE: 7/1/2025

DATE: 06/10/25

BOARD OF CHELAN COUNTY COMMISSIONERS

CHAIRMAN

DATE: _____



BOCC Agenda

July 7, 2025

10:30am Economic Services Director

Ron Cridlebaugh

Discussion

1. Correspondence from Chelan Valley Housing Trust
2. Memo: 2023 – 2025 Community Action Council contract amendment
3. Memo: Dept. of Commerce Consolidated Homeless Grant
4. Department Update

Action

1. Chelan Valley Housing Trust Request
2. Naming of the Chelan County Rodeo Arena
3. 2023 – 2025 Community Action Council contract amendment
4. Enter into a grant agreement for the Consolidated Homeless Funds
5. Authorize the Purchase and Sale Agreement with the Center for Alcohol and Drug Treatment

CHELAN VALLEY HOUSING TRUST

Proposal for remaining funds - Emerson Harbour 6-plex

Kevin Overbay
Shon Smith
Brad Hawkins
Ron Cridlebaugh
Chelan County
400 Douglas St.
Wenatchee WA 98801

29 June, 2025

Dear County Commissioners and other decision makers,

First, a big thank you from CVHT and all those who's lives where, and will be, changed. Because of a subsidy given by Chelan County, many residents in the Chelan Valley will achieve the goal of homeownership within the Community Land Trust model of permanent affordability. Because of the generous grant, CVHT was able to keep all 6 (5 of 6 sold) units within its portfolio and sell to residents within the program guidelines – a huge win. In fact, CVHT was able to sell units at a rate that leftover some money from the grant that was given. Approximately \$50,000 remain from the grant (if CVHT sells the last unit at the current rate of \$270,000). As discussed briefly at the last meeting, we have a few options at this point.

- 1) CVHT can give back the balance to the county after the final unit is sold, roughly \$50,000
- 2) CVHT can keep the money (CVHT did contribute over \$50,000 of their own money prior to the county stepping in with the grant)
- 3) CVHT can use this money for future projects, likely towards land acquisition or infrastructure on Chelan Fiver Heights on Anderson Road (Approximately \$250K remaining on land acquisition note) or could be used on another approved future project.
- 4) CVHT could use all or part of the remaining funds to reduce the price of the remaining single unit for a special situation, ie a very low wage earner.
- 5) CVHT is open to other proposed options.

Due to the nature of this request and the timing of things, we ask that you let us know your decision as soon as possible so we can make any changes on our end. We appreciate your time and consideration with this proposal. Looking forward to the opportunity to continue building the future of the Chelan Valley.

Sincerely,
Scott Meyers

509-860-9108

123 E Johnson Suite1
Chelan, WA 98816

Scott@chelanvalleyhousing.org



CHELAN COUNTY ECONOMIC SERVICES

400 DOUGLAS STREET, SUITE #201 WENATCHEE, WA 98801
T: 509.667.6883 | F: 509.667.6599

MEMO

TO: Board of Commissioners
FROM: Amber Hallberg, Community Services Manager
DATE: July 7th, 2025
RE: End of Grant Cycle Reallocation Signature for CDCAC Amendment

Commissioners,

As you recall, there has been requested budget amendments for existing contracts for the 2023-2025 Consolidated Homeless Grant in an effort to spenddown the money by June 30th. The BOCC approved the request for Chelan-Douglas Community Action Council on June 23rd in the memo from staff. However, the amendment itself did not make it onto the agenda for signature. Staff is requesting signature of the previously approved reallocation of \$7,950.22 to the Chelan-Douglas Community Action Council.

Approved by Chelan County Commissioners

Shon Smith, Chairman

Date: _____

AMENDMENT #3
AGREEMENT BETWEEN CHELAN COUNTY
AND
THE CHELAN-DOUGLAS COMMUNITY ACTION COUNCIL
FOR
UTILIZATION OF CONSOLIDATED HOMELESS GRANT FUNDS

THIS AGREEMENT effective this 1st day of June, 2025 by and between Chelan County (herein called the “County”) and the Chelan-Douglas Community Action Council (herein called the “Sub Grantee”).

WHEREAS, the County receives funds from the Washington State Department of Commerce’s Consolidated Homeless Grant (CHG) to address the needs of people who are homeless or at-risk of homelessness including the operation of emergency shelters, transitional housing units, and permanent supportive housing programs; rental assistance; homeless outreach; data collection and reporting; and

WHEREAS, the County wishes to engage the Sub Grantee to assist the County in utilizing such funds;

II. AMENDMENT TO BUDGET

Section II, Subsection A, of the agreement dated July 1st, 2023 is hereby amended as follows:

This contract amendment has a start date for delivery of services to being on June 1st, 2025. In order to ensure adequate spenddown of available funds for the Washington State Department of Commerce Consolidated Homeless Grant and to meet the needs in the community for people who are experiencing homelessness or are at-risk of homelessness, this amendment increases the original contract to include \$7,950.22 in Eviction Prevention Administration funded by the Consolidated Homeless Grant.

The Sub Grantee may charge eligible expenses in accordance with the following Budget

<i>Consolidated Homeless Grant- Emergency Housing Fund</i>	<i>Budget Amount</i>
Admin 2023-2024	\$34,564
Rent Assistance 2023-2024	\$650,600
Program Operations 2023-2024	\$379,449
Admin 2024-2025	\$5,000
Rent - RRH 2024-2025	\$272,000
Operations - RRH 2024-2025	\$158,000
Rent – ES 2024-2025	\$159,970
Operations – ES 2024-2025	\$40,030
<i>SUBTOTAL</i>	<i>\$1,699,613</i>
<i>Consolidated Homeless Grant- CHG Standard</i>	<i>Budget Amount</i>
Rent Assistance 2023-2025	\$252,533
<i>SUBTOTAL</i>	<i>\$252,533</i>

<i>Consolidated Homeless Grant – FY 2025 Supplemental</i>	<i>Budget Amount</i>
Admin 2024-2025	\$37,000
<i>SUBTOTAL</i>	<i>\$37,000</i>
<i>Consolidated Homeless Grant – Eviction Prevention</i>	<i>Budget Amount</i>
Admin 2023-2025	\$107,950.22
Rent Assistance 2023-2025	\$565,042
Program Operations 2023-2025	\$250,000
<i>SUBTOTAL</i>	<i>\$915,042</i>
<i>Consolidated Homeless Grant- Inflation Increase</i>	<i>Budget Amount</i>
Program Operations 2023-2024*	\$57,516.50
Program Operations 2024-2025*	\$28,208.50
<i>SUBTOTAL</i>	<i>\$85,725</i>
<i>Consolidated Homeless Grant- PSH CHF</i>	<i>Budget Amount</i>
Rent/Facility Support 2023-2025	\$63,000
Operations 2023-2025	\$48,864
<i>SUBTOTAL</i>	<i>\$111,864</i>
TOTAL ALLOCATED FUNDING	\$3,101,777

III. INVOICING & PAYMENT

- A. It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed **\$3,109,727.20**
- B. Reimbursement requests for the payment of eligible expenses shall be made against the line-item budgets specified in Section III herein and in accordance with performance.
- C. No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by the County.

IV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the County and the Sub Grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the County and the Sub Grantee with respect to this Agreement.

Date _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[County]

[Sub Grantee]

By _____
SHON SMITH, CHAIRMAN
BOARD OF CHELAN COUNTY COMMISSIONERS

By Alan Walker

Name Alan Walker

Attest _____
ANABEL TORRES, CLERK OF THE BOARD

Title Executive Director

Fed. I. D. # 91-6064514

Document Reference : ef18b45b-731a-44d7-9772-d88ec924e551

Document Title : CHG Revision

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Sender Email : fiscal@cdcac.org

Total Document Pages : 3

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Participants

- 1. Louise Johnson (fiscal@cdcac.org)
- 2. ALAN WALKER (alanw@cdcac.org)

Document History

Timestamp	Description
06/18/2025 11:19AM US/Pacific	Sender downloaded document.
06/18/2025 11:21AM US/Pacific	Document sent by fiscal fiscal (fiscal@cdcac.org).
06/18/2025 11:21AM US/Pacific	Email sent to fiscal fiscal (fiscal@cdcac.org).
06/18/2025 11:21AM US/Pacific	Document viewed by Louise Johnson (fiscal@cdcac.org). 63.142.211.160 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/137.0.0.0 Safari/537.36 Edg/137.0.0.0
06/18/2025 11:22AM US/Pacific	Louise Johnson (fiscal@cdcac.org) has agreed to terms of service and to do business electronically with fiscal fiscal (fiscal@cdcac.org). 63.142.211.160 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/137.0.0.0 Safari/537.36 Edg/137.0.0.0
06/18/2025 11:22AM US/Pacific	Approved by Louise Johnson (fiscal@cdcac.org). 63.142.211.160 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/137.0.0.0 Safari/537.36 Edg/137.0.0.0
06/18/2025 11:22AM US/Pacific	Email sent to ALAN WALKER (alanw@cdcac.org).
06/18/2025 11:24AM US/Pacific	Document viewed by ALAN WALKER (alanw@cdcac.org). 63.142.211.160 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/137.0.0.0 Safari/537.36
06/18/2025 11:24AM US/Pacific	ALAN WALKER (alanw@cdcac.org) has agreed to terms of service and to do business electronically with fiscal fiscal (fiscal@cdcac.org). 63.142.211.160 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/137.0.0.0 Safari/537.36
06/18/2025 11:24AM US/Pacific	Signed by ALAN WALKER (alanw@cdcac.org).

Document History

Timestamp	Description
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06/18/2025 11:24AM US/Pacific	Document copy sent to fiscal fiscal (fiscal@cdcac.org).
06/18/2025 11:24AM US/Pacific	Document copy sent to ALAN WALKER (alanw@cdcac.org).
06/18/2025 11:24AM US/Pacific	Document copy sent to Louise Johnson (fiscal@cdcac.org).



CHELAN COUNTY ECONOMIC SERVICES

400 DOUGLAS STREET, SUITE #201 WENATCHEE, WA 98801
T: 509.667.6883 | F: 509.667.6599

MEMO

TO: Board of Commissioners
FROM: Amber Hallberg, Community Services Manager
DATE: July 7th, 2025
RE: Consolidated Homeless Grant Authorization for Signature

Commissioners,

On July 2nd, 2025 we received notification via DocuSign that the Consolidated Homeless Grant contract from the Washington State Department of Commerce for the 2025-2027 biennium is ready for signature. The Consolidated Homeless Grant funds the majority of the homeless housing programs implemented by the Chelan-Douglas Homeless Housing Task Force. Commissioner Smith is listed as the Executive Contact with signing authority for this contract. Staff is requesting approval for signature on this contract via DocuSign.

Once this contract is approved for signature, staff can begin sending out contracts to subgrantees for their signature. The signed subgrantee contracts will be brought to the BOCC for final approval and signature. This is an important and timely manner, as the new biennium began on July 1st, 2025.

Approved by Chelan County Commissioners

Shon Smith, Chairman

Date: _____



CHELAN COUNTY ECONOMIC SERVICES

400 DOUGLAS STREET, SUITE #201 WENATCHEE, WA 98801
T: 509.667.6883 | F: 509.667.6599

MEMO

TO: Board of Commissioners
FROM: Ron Criddlebaugh, Economic Services Director / Chelan County Fair Board
DATE: July 7, 2025
RE: Memorializing the Chelan County Rodeo Arena

Commissioners,

Sadly, our community lost a true treasure last month: Cindy Fowler. Cindy was extremely active as a volunteer in the Chelan County equestrian community for many years:

- She was a valued member of the Chelan County Fair Board for approximately 14 years
- Member of the Fair Board's Rodeo Committee
- Prior to the Fair Board, she spent many years involved with the Chelan County Rodeo.
- In 2000 she founded and coached the Tillicum Riders Rodeo Drill Team which performs each year in various parades as well as the Chelan County Rodeo. The Drill Team often carries flags honoring firefighters, the military and cancer awareness
- She coached The Washington High School Equestrian Team (WAHSET) for 14 years and provided her personal horses for these youth to ride. Her horses and her coaching skills were responsible for youth making it to the state level virtually every year
- She provided the use of her horses to the local 4-H group clinics
- She lobbied for the creation of a Chelan County Fair and Rodeo Queen, a dream which came true in 2024

All of these activities took place at the Chelan County rodeo arena, and will continue to do so.

The Fair Board and the Staff Recommends to name the rodeo arena at the Chelan County Expo Center in Cindy Fowler's honor. Signage would be put in place at no cost to the County. We cannot think of a better name than hers to grace this arena that she loved so much. She was truly a woman of grit, grace and patriotic pride.

Approved by Chelan County Commissioners

Shon Smith, Chairman

Date: _____

RESOLUTION NO. 2025-____

Naming of the Chelan County Rodeo Arena

WHEREAS, Chelan County owns the Expo Center and Rodeo Arena; and

WHEREAS, the Expo Center has facilities named to honor individuals for their tireless dedication and commitment to the fair and community; and

WHEREAS, Cindy Fowler was a long-time advocate for the Chelan County Fair and Rodeo, dedicating countless hours in service to the community through her involvement on the Fair Board and Rodeo Committee; and

WHEREAS, her passion, integrity, and unwavering commitment to youth horsemanship inspired generations of young people and helped create a supportive environment for equestrian education and competition; and

WHEREAS, she exemplified the spirit of volunteerism, community pride, and dedication to rural traditions that are the foundation of the Chelan County Fair and Rodeo; and

WHEREAS, her contributions have left a lasting legacy that will continue to shape the fairgrounds and strengthen the values of mentorship, service, and sportsmanship; and

WHEREAS, the Chelan County Board of Commissioners wishes to honor her extraordinary service and enduring impact on Chelan County;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners for Chelan County, that the Chelan County Rodeo Arena shall be named the:

"Cindy Fowler Memorial Arena"

as a tribute to her life, leadership, and dedication to youth, horsemanship, and the Chelan County Fair and Rodeo.

DATED at Wenatchee, Washington this 7th day of July 2025.

BOARD OF CHELAN COUNTY COMMISSIONERS

SHON SMITH, CHAIRWOMAN

ATTEST

KEVIN OVERBAY, COMMISSIONER

Anabel Torres
Clerk of the Board

BRAD HAWKINS, COMMISSIONER

BOARD OF CHELAN COUNTY COMMISSIONERS

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (hereinafter "Agreement"), made this date, is by and between CHELAN COUNTY, a Washington municipal corporation ("Seller"), and THE CENTER FOR ALCOHOL AND DRUG TREATMENT, a non-profit corporation ("Purchaser"). Individually the Purchaser and Seller may be referred to herein as a "Party" or collectively as the "Parties."

1. Agreement/Property.

1.1 Seller agrees to sell and Purchaser agrees to purchase Seller's interest in real property located in the county of Chelan, state of Washington and more particularly described as follows (the "Property"): Assessor's Parcel No. 222119440100 abbreviated legal description attached as Exhibit A.

2. Earnest Money. Purchaser shall pay to CW Title and Escrow earnest money in the amount of Fifty Thousand and No/100 Dollars (\$50,000.00), within Fifteen (15) business days of the effective date of this Agreement. Earnest money shall be in the form of a check made payable to CW Title and Escrow and credited to the purchase price at Closing, as defined herein.

3. Purchase Price. The total purchase price shall be Two Million Six Hundred and Fifty Three Thousand Two Hundred Ten and No/100 Dollars (\$2,653,210), payable in cash at Closing, as defined herein.

4. Deed. At Closing, the Seller shall sign, execute, and deliver a Statutory Warranty Deed for the Property to Purchaser and/or Closing agent, subject to those matters set forth in Section 5, below.

5. Title.

5.1 The following shall not be considered encumbrances or defects of title (hereafter "Permitted Exceptions"):

5.1.1 Rights reserved in federal patents or state deeds, and building or use restrictions general to the area;

5.1.2 Existing easements, conditions, restrictions, covenants, and matters of record, apparent on the Property, or discoverable by means of a survey;

5.1.3 General real estate taxes, special assessment, or other levies assessed against the Property not due and payable.

5.2 Seller shall make available to Purchaser a preliminary commitment for title insurance ("Title Commitment") issued by CW Title and Escrow. Purchaser shall give written notice to Seller within Fifteen (15) calendar days of Purchaser's actual receipt of the Title Commitment of any defects or encumbrances, other than Permitted Exceptions specified in section 5.1 herein, in Seller's title to which Purchaser objects (the "Objection"). Seller shall exercise good faith to

disposed of on, under or about the Property or transported to or from the Property, any Hazardous Material in violation of state and federal laws and regulations nor, has the Seller allowed any other person or entity to do so; that no Hazardous Materials have been used, generated manufactured, produced, stored, released, discharged or disposed of on, under or about the Property in violation of Law nor transported to or from the Property in violation of Law by any other entity or person or from any source.

6.10 To the best of Seller's knowledge and during the time that Seller has owned the Property (i) the Property has not been used as a landfill, waste storage or disposal site, nor have any chemicals, petroleum products, or toxic, hazardous or dangerous wastes or substances been released on or under the Property, (ii) nor is the ground water system under the Property contaminated by any such substance, (iii) there are no underground storage tanks located on the Property, (iv) no spills, release, discharge or disposal of hazardous or toxic substances has occurred on the Property, and (v) no petroleum products have been released, discharged or spilled on the Property.

7. Disclosure Statement. Purchaser hereby agrees to waive receipt of the Form 17 seller disclosure statement provided under RCW 64.06 (the "Statutory Disclosure Statement") to the full extent permitted under applicable law; provided, however, if the answer to any of the questions in the Statutory Disclosure Statement under the section entitled "Environmental" would be "yes", Seller shall provide a Statutory Disclosure Statement limited to the questions under the "Environmental" section of the Statutory Disclosure Statement. Purchaser acknowledges and agrees that the aforesaid waiver has been specifically negotiated as part of the sale of the Property, constitutes material consideration for Seller, and Seller would not have entered into this Agreement without Purchaser's agreement to such waiver.

8. As-Is Purchase. Purchaser acknowledges and agrees that seller is selling and purchaser is purchasing the property "as-is with all faults". Seller nor its affiliates is making any representation or warranty, express or implied of any nature whatsoever with respect to any of the acquired assets.

9. Modification/Waivers. To be effective and binding upon the Parties hereto, all modifications or waivers of any condition of this Agreement shall be in writing and signed by the Parties.

10. Time for Closing - Responsibilities of Parties – Costs. The Closing of this transaction shall occur at CW Title and Escrow (Wenatchee Office) within ninety (90) days of the execution date of this agreement. The Purchaser and Seller shall deposit with CW Title and Escrow all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. The Purchaser and Seller agree to each pay one-half of Escrow Agent's escrow fee. The Parties shall pay their own attorney's fees. Each party shall pay the prorated portion of real property taxes and irrigation assessments (based on the irrigation season) for the current year based on the date of Closing. Other items shall be paid according to the practice in Chelan County, Washington. For the purpose of the prorations, Purchaser will be deemed to be in title to the Property beginning at 12:01 a.m. on the closing date.

PURCHASER: CENTER FOR ALCOHOL AND DRUG TREATMENT

DATE:

July 2, 2005

Signature

Loretta Stover

Title Executive Director

Frank Detoma

Frank Detoma

Title President of the Board

SELLER: BOARD OF CHELAN COUNTY COMMISSIONERS

DATE: _____

SHON SMITH, CHAIRMAN

ATTEST

Anabel Torres
Clerk of the Board

KEVIN OVERBAY, COMMISSIONER

BRAD HAWKINS, COMMISSIONER

Exhibit A

Assessor's Parcel No. 222119440100

Tract C Mill Pond Industrial Park BSP #14-b Phase 2 recorded March 11, 2002 under Auditor's File No. 2112207, Chelan County, Washington.

TOGETHER with a portion of Lot 4 Water Works Properties LLC. BSP 2018-445 recorded June 10, 2020 under Auditor's File No. 2517366, Chelan County, Washington described as follows;

The basis of bearing is Washington State Plane North NAD 83/91. The distances of this description are in grid, to derive ground distance multiply by a combined scale factor of 1.000004730.

Beginning at the Northeast Corner of said Lot 4 and the right of way of Malaga-Alcoa Highway; thence North 76°19'48" West along said right of way a distance of 1.91 feet to the right of way of Mill Pond Drive;
thence, 42.98 feet along said right of way through a non-tangent curve with a radius of 39.91 feet, a central angle of 61°42'24", with a chord bearing of South 43°58'53" West for a chord distance of 40.93 feet;
thence South 13°12'33" West a distance of 175.39 feet;
thence leaving said right of way South 13°12'33" East a distance of 731.61 feet;
thence South 73°36'50" East a distance of 971.79 feet to the westerly right of way of West Malaga Road;
thence, 307.47 feet along said right of way a non-tangent curve with a radius of 1009.93 feet, a central angle of 17°26'37", with a chord bearing of North 05°08'17" West for a chord distance of 307.47 feet to the common boundary between Lot 4 Water Works Properties LLC. BSP 2018-445 and Tract C Mill Pond Industrial Park BSP #14-b Phase 2 recorded March 11, 2002 under Auditor's File No. 2112207;
thence along said common boundary North 48°51'47" West a distance of 27.39 feet;
thence continuing along said common boundary North 71°14'02" West a distance of 88.92 feet;
thence South 04°15'56" West a distance of 44.87 feet;
thence South 09°59'24" West a distance of 31.90 feet;
thence South 00°51'38" West a distance of 87.60 feet;
thence South 23°33'19" East a distance of 29.42 feet;
thence South 37°15'22" East a distance of 118.83 feet;
thence South 81°44'00" West a distance of 93.53 feet;
thence North 22°08'39" West a distance of 88.39 feet;
thence North 17°03'02" West a distance of 52.47 feet;
thence North 02°46'45" West a distance of 95.50 feet;
thence North 07°43'08" East a distance of 67.72 feet;
thence North 71°58'38" West a distance of 137.33 feet;
thence South 76°17'59" West a distance of 57.45 feet;
thence North 88°21'21" West a distance of 70.85 feet;

Chelan County Natural Resource Department
BOCC Agenda
July 7, 2025

11:00 AM Bid Opening: Chelan County Planting Project

Discussion

1. Special Presentation: Chelan County Voluntary Stewardship Program
2. Substantial Completion with Bailey's Pro Landscaping for Icicle River Middle School Watersmart Garden Adaptive Management Project
3. Amendment to Agreement with WA Department of Natural Resources for Community Wildfire Defense Grant
4. Biennium Contract with WA Conservation Commission for Chelan County Voluntary Stewardship Program
5. Agreement with WA State Military Department Emergency Management Division for Upper Wenatchee Defensible Space Project
6. Agreement with WA State Military Department Emergency Management Division for Lake Wenatchee Wildfire Resilience Pilot Project
7. Amendment to Agreement with RLR Cultural Resources LLC for Upper Wenatchee Forest Resilience Bond Project
8. Other

Action

1. Substantial Completion with Bailey's Pro Landscaping for Icicle River Middle School Watersmart Garden Adaptive Management Project
2. Amendment to Agreement with WA Department of Natural Resources for Community Wildfire Defense Grant
3. Biennium Contract with WA Conservation Commission for Chelan County Voluntary Stewardship Program
4. Agreement with WA State Military Department Emergency Management Division for Upper Wenatchee Defensible Space Project
5. Agreement with WA State Military Department Emergency Management Division for Lake Wenatchee Wildfire Resilience Pilot Project
6. Amendment to Agreement with RLR Cultural Resources LLC for Upper Wenatchee Forest Resilience Bond Project

**Chelan County
Natural Resources Department
July 7th, 2025**

**To: Chelan County Commissioners
Wenatchee, Washington**

From: Hannah Pygott, Senior Natural Resource Specialist

RE: Icicle River Middle School Watersmart Garden Adaptive Management Project
A. Substantial Completion (Action Item)

Commissioners:

Substantial Completion

Baileys Pro Landscaping has completed this Project as of June 13th, 2025 hence recommendation is being made for accepting the Project as Substantially Complete. Subsequent to the Commissioners' approval of Substantial Completion, the Project Closeout letter will be issued to the Contractor requesting that they provide the following documents prior to Final Acceptance:

1. Contractor's Affidavit of Payment of Debts and Claims
2. Contractors Affidavit of Release of Liens

Recommendation:

It is recommended that the Chelan County Board of Commissioners approve Substantial Completion of the Icicle River Middle School Watersmart Garden Adaptive Management Project and execute the included Certificate of Substantial Completion.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'H. Pygott', with a stylized flourish at the end.

Hannah Pygott, Senior Natural Resource Specialist

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: ICICLE RIVER MIDDLE SCHOOL
WATERSMART GARDEN
ADAPTIVE MANAGEMENT
PROJECT

TO CONTRACTING AGENCY: Chelan County
Natural Resources Department
411 Washington Street, Suite 201
Wenatchee, WA 98801

STATE OF: WASHINGTON **CONTRACT FOR:** Landscape Construction

COUNTY OF: CHELAN **CONTRACT DATED:** April 9th, 2025

DATE OF ISSUANCE: July 7th, 2025

Project or Designated Portion Shall Include:

--

The work performed under this CONTRACT has been reviewed and found to be substantially complete. The date of substantial completion of the project or portion thereof designated above is hereby established as of June 13th, 2025 which is also the date of commencement of applicable warranties as required by the Contract Documents, except as stated below.

Definition of Date of Substantial Completion

The Date of Substantial Completion of the Work or designated portion thereof is the date certified by the project administrator when construction is sufficiently complete in accordance with the Contract Documents, so the CONTRACTING AGENCY can occupy or utilize the work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

CONTRACTOR

BY

DATE

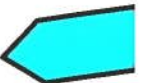
The CONTRACTING AGENCY accepts the Work or designated portion thereof a substantially complete and will assume full possession thereof at /on June 13th, 2025.

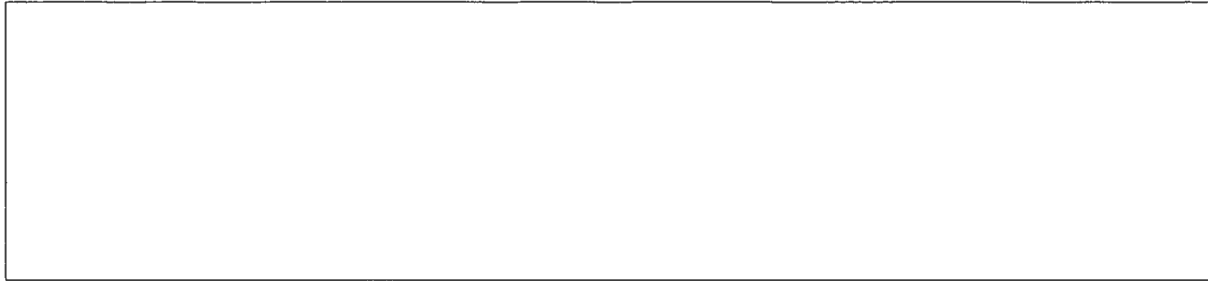
CHELAN COUNTY COMMISSIONER

BY

DATE

The responsibilities of the CONTRACTING AGENCY and CONTRACTOR for security, maintenance, heat, utilities, damage to the work, and insurance shall be as follows:





NOTE: Contracting Agency's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage; Contractor shall secure consent of surety company, if any.



STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES (DNR)
AMENDMENT NO. 1
TO
AGREEMENT NO. 93-108289

PI: 2W7

Funding Source: Federal

Grant Funded: ☒ Yes DNR_25-11-1062752-005

OMWBE: ☐ Small Business ☐ Veteran Owned ☒ Not Applicable

Procurement method (Select one): ☒ Exempt, Department of Enterprise Services, Sole Source Contract Policy No. POL-DES-140-00, Section 5, Item 1, RCW 39.26.125(10)

Statewide Vendor # (SWV): SWV0001231-12

Agreement No. 93-108289 by and between the WA STATE DEPARTMENT OF NATURAL RESOURCES (DNR) and Chelan County Natural Resource Department is amended as follows:

Section 18. INDEMNIFICATION, is hereby amended as follows:

Each Party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other Party and its officers, directors, agents, members, affiliates, employees, successors and permitted assigns (collectively, the "Indemnified Parties") from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorneys' fees (each, an "Indemnifiable Loss"), arising out of or caused by the Indemnifying Party's (i) breach of its representations, warranties or obligations under this Agreement, ii) any claim asserted by a third party due to the acts or omissions of the Indemnifying Party, or (iii) the gross negligence, willful misconduct or fraud of the Indemnifying Party. The Indemnifying Party shall not be required to indemnify the Indemnified Parties for any Indemnifiable Losses to the extent such Losses are caused by the gross negligence, willful misconduct or fraud of any Indemnified Party. This indemnification provision shall survive the termination of this Agreement.

Reason for the change is: Changes to indemnification language found in section 18.
INDEMNIFICATION.

The effective date of this Amendment is June 27, 2025, or the last date of execution,
whichever is later.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent
amendments remain in full force and effect.

By signature below, the Parties certify that the individuals listed in this document, as
representatives of the Parties, are authorized to act in their respective areas for matters related
to this instrument.

IN WITNESS WHEREOF, the parties hereby execute this Amendment.

**CHELAN COUNTY NATURAL
RESOURCE DEPARTMENT**

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES**



Kaputa
to
Sign

Date	Signature	Date
	George Geissler	
	Name	
	Deputy Supervisor and WA State Forester	
	Title	
	1111 Washington St SE	
	Olympia, WA 98504-7001	
	Address	
	(360) 902-1004	
	Telephone	

2025-2027 Biennium Contract No. K2608

BETWEEN

The Washington State Conservation Commission

AND

Chelan County

FOR

Voluntary Stewardship Program

THIS AGREEMENT (herein "agreement" or "contract") is made and entered into by and between the Washington State Conservation Commission, hereinafter referred to as "COMMISSION" and Chelan County, hereinafter referred to as "COUNTY". COMMISSION and the COUNTY may be collectively referred to herein as the "parties".

IT IS THE PURPOSE OF THIS AGREEMENT to provide funding to the COUNTY for implementing the work plan as required for the Voluntary Stewardship Program (VSP), consistent with RCW 36.70A.700-760 and related statutes.

THEREFORE, IT IS MUTUALLY AGREED THAT the COMMISSION will provide funding consistent with the terms of this contract, the policies of the COMMISSION, and the laws of the State of Washington; and the COUNTY will implement the terms of this contract with the funding provided consistent with the policies of the COMMISSION and the laws of the State of Washington.

1.0 PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance (effective date) of this agreement shall be from July 1, 2025, through June 30, 2027, unless either extended by agreement of the parties or terminated sooner, as provided herein.

2.0 SCOPE OF WORK

It is the intent of the parties that the COUNTY will perform its duties consistent with the timelines set forth in RCW 36.70A.720-735, subject to available funding, and subject to state contracting requirements. The COUNTY shall furnish the necessary personnel, equipment, material and/or service(s), or contract with third parties to accomplish the same, and

otherwise do all things necessary for or incidental to the performance of the work set forth herein.

The COUNTY shall report in writing within 30 days any problems, delays or adverse conditions that will materially affect their ability to meet project objectives or time schedules stated herein. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed to resolve the situation.

The COUNTY shall complete the work listed in APPENDIX B – SCOPE OF WORK, herein.

3.0 FUNDING AVAILABILITY AND COSTS

The parties expect legislative appropriation for this work shall not exceed \$290,000. Payment for satisfactory performance of the work accomplished under this agreement shall not exceed this amount. The COMMISSION'S ability to make payments is contingent on availability of funding. In the event funding from the state is withdrawn, reduced, limited or otherwise determined by the COMMISSION to be inadequate in any way after the effective date and prior to completion or expiration date of this agreement, the COMMISSION, at its sole discretion, may elect to terminate the agreement, in whole or part, for convenience or to renegotiate the agreement subject to new funding limitations and conditions. The COMMISSION may also elect to suspend performance of the agreement until the COMMISSION determines the funding insufficiency is resolved. Should the COMMISSION determine funding needs to be reduced, the COMMISSION will provide 30-days' notice of an intent to reduce the amount of funding available under this agreement.

3.1 Eligible Costs

The COMMISSION will pay the following costs, but only upon full COUNTY compliance with APPENDIX C – BILLING PROCEDURE, the VSP Program Guidelines (Guidelines), and SCC Grant and Contract Policy and Procedure Manual (Manual). See Guidelines and Manual on SCC website.

- Salaries and benefits, up to 25% indirect of salaries and benefits is allowed on COUNTY personnel or any district subcontractor personnel designated by the COUNTY to qualify for indirect costs.
- Travel, consistent with State Administrative and Accounting Manual (SAAM) and OFM requirements.
- Training, consistent with State Administrative and Accounting Manual (SAAM) and OFM requirements.
- Meeting rooms and light refreshments for working meetings. Reimbursement must comply with State Administrative and Accounting Manual (SAAM) and OFM requirements.
- Goods and Services including: Copy/print, facilitation, reports, studies, research and document preparation, which may be accomplished through either staff efforts or

qualified contractors. Contractor services shall comply with State procurement and contracting law, as well as Manual.

- Equipment. Equipment is defined in Manual. The COUNTY agrees and understands that pre-approval by the COMMISSION is required for equipment purchases over \$2,000. All equipment should be directly related to the activities of the watershed group and the implementation of the VSP including Monitoring activities.
- Cost Share and District Implemented Project costs as specified in 3.2 and in compliance with VSP Guidelines and Manual.

3.2 Cost-Share Programs & District Implemented Projects

The COUNTY may choose to offer a cost-share program or a District Implemented Project (DIP) program to achieve the goals and objectives of the county work plan and RCW Chapter 36.70A. If the COUNTY so chooses to offer a cost-share program or DIP to VSP participants using funds provided under this contract, the COUNTY hereby agrees that COMMISSION cost-share and DIP policies and procedures as outlined in the Grant and Contract Policy and Procedure Manual will be abided by, regardless of who is administering the cost-share or DIP program (the COUNTY or some other entity on behalf of the COUNTY). If the COUNTY will directly administer a DIP program the COUNTY must request an approval for an exception to the Manual. Further, the COUNTY must comply with APPENDIX C – BILLING PROCEDURE and the VSP Program Guidelines for 2025-2027 Biennium.

3.3 Disallowed Costs

The COUNTY is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors (such as consultants), and Agent or Subcontractor. If the COUNTY expends more than the amount of the COMMISSION funding in this agreement in anticipation of receiving additional funds from the COMMISSION, it does so at its own risk. The COMMISSION is not legally obligated to reimburse the COUNTY for costs incurred in excess of this agreement.

3.4 Insufficient Funds

The obligation of the COMMISSION to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this contract crosses over state fiscal years, the obligation of the COMMISSION is contingent upon the appropriation of funds during the next fiscal year. The failure of the legislature or federal agencies to appropriate or allot such funds to the program shall be good cause to terminate this contract and for the Executive Director of the COMMISSION to determine that the watershed has not received adequate funding to implement the program consistent with RCW 36.70A.735 (2) (d).

3.5 Method of Compensation

Payment shall be made on a reimbursable basis only for costs or obligations. Eligible costs incurred by the COUNTY will be considered to have been paid by the COUNTY under this contract at the time the COUNTY seeks reimbursement from the COMMISSION. No payments in advance of or in anticipation of goods or services to be provided under this agreement shall be made by the COMMISSION. The COUNTY must fully comply with APPENDIX C- BILLING PROCEDURE to be eligible for reimbursement.

3.6 Duplication of Billed Costs

COUNTY shall not bill COMMISSION for services performed under this contract, and the COMMISSION shall not pay COUNTY, if COUNTY is entitled to payment or has been or will be paid by any other source, including grant funds, for that service. COUNTY shall return to COMMISSION any payments made contrary to this paragraph.

4.0 ASSIGNMENT

The COUNTY may not assign this contract. The COUNTY may, however, delegate the work to be completed under this agreement to an Agent. Any such Agent shall comply with the requirements of this agreement. Within any such delegation the COUNTY shall remain liable for any claim arising thereunder, and the COUNTY shall remain responsible for compliance with this agreement and RCW 36.70A.700-735, and with all applicable Federal, State and local laws, orders, regulations and permits. COUNTY retains the right to subcontract any portion or portions of the work as it deems necessary to complete the work. If COUNTY chooses to delegate tasks to a lead entity (Agent) for VSP, a copy of the subcontract must be sent to the Commission's VSP Contract Manager identified in APPENDIX C – BILLING PROCEDURE as soon as the subcontract has been signed by both parties.

5.0 CONTRACT MANAGEMENT

Each party shall assign a specific individual to be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement. Those individuals will be set out in APPENDIX D – RESPONSIBLE INDIVIDUALS herein incorporated by reference. If for any reason the individuals identified in Appendix D change, the parties agree to immediately identify and notify each other of another in writing of the new responsible individual for this agreement.

6.0 TERMINATION

The COUNTY may terminate this agreement upon 30-days' prior written notification to the COMMISSION. If this agreement is terminated by the COUNTY, the COUNTY shall be reimbursed only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination. If this agreement is terminated by the COMMISSION, the COUNTY shall be reimbursed only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of

termination. If the COUNTY terminates this agreement prior to the work plan's approval, or prior to when the work plan's goals and benchmarks are met, the COUNTY may be subject to the requirements of RCW 36.70A.735 and related statutory sections.

The COMMISSION may terminate this agreement upon 30-days' prior written notification to the COUNTY for cause, or for an action which may constitute a material breach of this contract in accordance with Section 7.0 BREACH:

The COUNTY or the COMMISSION may terminate this agreement upon 60-days' prior written notification for convenience, without any showing of cause.

7.0 BREACH

The COUNTY shall not be relieved of any liability to the COMMISSION for damages sustained by the COMMISSION and/or the State of Washington because of any breach of contract by the COUNTY. The COMMISSION may withhold payments for the purpose of setoff until such time as the exact amount of damages due the COMMISSION from the COUNTY is determined. In the event the COUNTY fails to commence work on the project funded herein within the timelines established under RCW Chapter 36.70A., the COUNTY shall be subject to the requirements of RCW 36.70A.735.

8.0 ENTIRE AGREEMENT AND CHANGES, MODIFICATIONS AND AMENDMENTS

This agreement and the attached APPENDICES (APPENDIX A-E) contain the entire integrated agreement of the parties and may be changed, modified or amended by written agreement executed by both parties.

9.0 ORDER OF PRECEDENCE

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and state of Washington statutes and regulations.
- Mutually agreed written amendments to this Contract.
- Appendix B – Scope of Work
- This Contract.
- Appendix A – General Terms and Conditions
- Appendix C – Billing Procedure
- Appendix D – Responsible Individuals

- Any other provision, term or material incorporated by reference or otherwise incorporated.

10.0 APPROVAL

This contract shall be subject to the written approval of representatives of both parties and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

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

11.0 ELECTRONIC SIGNATURE

Parties agree that this Contract and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Contract or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. A signed copy of this Contract or any other Addenda transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other Addenda for all purposes.

The use and acceptance of e-signatures and electronic submissions or records must be consistent with Commission Policy 22-01 and guidance and requirements put in place by Washington State's Office of the Chief Information Officer (OCIO). The approved technology to be used for electronic signatures is Adobe Sign.

Electronically signed documents are subject to Records Retention and Maintenance requirements outlined in Section XII. RECORDS MAINTENANCE of this contract.

WA State Conservation Commission

CHELAN COUNTY

Date _____

Date _____

James Thompson,
Executive Director

NAME AND TITLE



APPROVED AS TO FORM ONLY

Approval on File	5/16/25
Office of the Attorney General	DATE

2025-27 Biennium Voluntary Stewardship Program

COMMISSION and COUNTY Agreement

APPENDIX A – GENERAL TERMS AND CONDITIONS

I. DEFINITIONS

Terms used throughout this contract are defined below:

“Agreement” shall mean the contract agreement to which these terms and conditions are affixed.

“Agent” shall mean any entity to which the COUNTY has assigned responsibilities as allowed in the agreement.

“Best management practice (BMP)” is a technique designed to protect the air, water, soil, animals, plants, and humans. BMPs must meet NRCS standards, or alternative practice designs approved by a licensed professional engineer. NRCS Practice Standards and Specifications are contained in the USDA NRCS Field Office Technical Guide (FOTG). SCC also maintains a list of approved practices eligible for cost share for special programs.

“COMMISSION” shall mean the Washington State Conservation Commission, any division, section, office, including the Office of Farmland Preservation, unit or other entity of the COMMISSION, or any of the officers or other officials lawfully representing the COMMISSION.

“Cost-share” is funding used to reimburse landowners for a percentage of the costs associated with the implementation of Best Management Practice(s) BMP(s). Examples of costs include, but are not limited to labor, materials, and permits.

“COUNTY” shall mean the County receiving the funds as identified in the agreement that this Appendix is a part of, and is performing activities under this contract, and shall include all employees of the COUNTY.

“Current Biennium” shall mean July 1, 2025, through June 30, 2027.

“Five-year report” shall mean written report, provided not later than five years after the receipt of funding for a participating watershed and every five years thereafter, to the Executive Director of the COMMISSION and to the COUNTY on whether the COUNTY has met the COUNTY work plan's protection and enhancement goals and benchmarks, as described in RCW 36.70A.720 (2) (b) (i) and (c) (i).

“Implement” and “implementation” shall mean to execute any requirements of RCW 36.70A.700-760 and associated statutes.

“Project Officer” shall mean the specific employee of the COMMISSION that is assigned as the primary contact for purposes of the fulfillment of this agreement.

"Two-year report" shall mean the written report of the status of plans and accomplishments that shall be provided to the COUNTY and to the COMMISSION within sixty days after the end of each biennium, as described in RCW 36.70A.720 (1) (j).

"Voluntary Stewardship Program" and "VSP" shall mean the program established in, and governed by, RCW 36.70A.700-760 and associated statutes.

"Watershed group" means an entity designated by a county under the provisions of RCW 36.70A.715. Watershed work group, VSP work group, or work group may be used interchangeably.

"Work group participants" means those volunteer members of the county VSP watershed work group designated by the COUNTY who are working to implement the work plan and fulfill ancillary VSP statutory requirements.

"Work plan" means a watershed work plan developed under the provisions of RCW 36.70A.720.

II. DISPUTES

Except as otherwise provided in this contract, any dispute arising under this contract shall be decided in the following manner:

By the Commission's Project Officer or other designated official who shall provide a written statement of decision to the COUNTY. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date the COMMISSION receives such statement, the COUNTY mails or otherwise furnishes to the Executive Director of the COMMISSION a written appeal.

An appeal of the Project Officer's decision shall be addressed by the COMMISSION's Executive Director. The COUNTY shall have the opportunity to meet with the Executive Director to be heard either in person or by phone and to provide documents in support of their appeal. The decision of the COMMISSION's Executive Director for the resolution of such appeals shall be final and conclusive and constitutes a final agency action for the purposes of the Washington Administrative Procedures Act, RCW 34.05.

Pending final decision of dispute hereunder, the COUNTY shall proceed diligently with the performance of this contract and in accordance with the decision rendered.

III. GOVERNANCE

This agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws. The COUNTY and any Agent shall comply fully with all applicable federal, state and local laws, orders, regulations and permits. Any action brought to enforce the terms of this agreement shall be in the Superior Court for Thurston County. Except as otherwise provided in this agreement, in the event of litigation or other

action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

IV. CONTRACTING FOR SERVICES

Purchased goods, services, or public works shall be procured in compliance with State law, policies, and orders, and the Commission Grant and Contract Policy and Procedure Manual, including use of a competitive process where required. The COUNTY shall retain copies of all bids received and contracts awarded, for inspection and use by the COMMISSION. Retention of copies shall be consistent with time periods established herein.

V. INDEMNIFICATION

The COMMISSION shall in no way be held responsible for payment of salaries, consultant fees, and other costs related to the project described herein, except as provided in the scope of work through the reimbursement procedures described in this agreement.

To the fullest extent permitted by law, the COUNTY shall indemnify, defend and hold harmless the State of Washington, agencies of the State and all officials, agents and employees of the State, from and against all claims arising out of or resulting from the performance of the contract. The COUNTY'S obligation to indemnify, defend, and hold harmless includes any claim by the COUNTY'S agents, employees, representatives, or any subcontractor or a subcontractor's employees.

The COUNTY expressly agrees to indemnify, defend, and hold harmless the State of Washington and the COMMISSION for any claim arising out of or incident to the COUNTY's or any subcontractor's performance or failure to perform the contract. The COUNTY's obligation to indemnify, defend, and hold harmless the State of Washington and the COMMISSION shall not be eliminated or reduced by any actual or alleged concurrent negligence of the State or its agents, agencies, employees and officials.

The COUNTY waives its immunity under Title 51 RCW (Industrial Insurance) to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

The COMMISSION shall be responsible for any liability arising from its own actions. However, any liability by the COMMISSION shall not mitigate the COUNTY's duty to indemnify the COMMISSION for all claims arising out of its performance of the contract.

VI. RECOVERY OF PAYMENTS

In the event the COUNTY fails, through the failure to exercise reasonable diligence unrelated to the State's failure to fully fund the stewardship process, to perform obligations required of it by this contract, the COUNTY may be required to repay to the COMMISSION any funds

that were spent by the county without exercising reasonable diligence or a portion of funds disbursed to the COUNTY for those parts of the project that are rendered worthless by such failure to exercise reasonable diligence.

In the event that the COUNTY fails to expend funds under this contract in accordance with state laws and/or the provisions of this contract, the COMMISSION reserves the right to recapture state funds in an amount equivalent to the extent of the noncompliance in addition to any other remedies available at law or in equity.

Such rights of recapture shall exist for a period of two years following contract termination. Repayment by the COUNTY of funds under this recapture provision shall occur within 30 days of demand. In the event that the COMMISSION elects to institute legal proceedings to enforce the recapture provision, the prevailing party in any litigation for "recapture" shall be entitled to reasonable attorney fees.

VII. INELIGIBILITY

The COUNTY certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or state agency.

VIII. INDEPENDENT RELATIONSHIP

The COUNTY or COUNTY's Agent(s) performing under this contract are not employees or agents of the COMMISSION. The COUNTY shall not hold themselves out as nor claim to be an officer or employee of the COMMISSION or of the State of Washington by reason hereof, nor will the COUNTY make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work outlined in the scope of work shall be solely with the COUNTY.

IX. KICKBACKS

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

X. INTELLECTUAL PROPERTY

Copyrights and Patents. Should the COUNTY or COUNTY's Agent(s) create any copyrightable materials or invent any patentable property in the course of the scope of work governed by this agreement, the COUNTY may copyright or patent the same but shall grant the COMMISSION a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same

for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions developed by the COUNTY as provided in 35 U.S.C. §§ 200–212.

Publications. When the COUNTY, COUNTY's Agent(s), or persons employed by the COUNTY use or publish information of the COMMISSION; present papers, lectures, or seminars involving information supplied by the COMMISSION; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the COMMISSION.

XI. PROPERTY MANAGEMENT

The COMMISSION'S Property and Records Management Policy, contained in the [Commission's Grants and Contracts Manual](#), hereby incorporated by reference, and any updates thereto, shall control the use and disposition of all real and personal property purchases wholly or in part with funds furnished by the COMMISSION in the absence of state, federal statute(s), regulations(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the scope of work.

XII. RECORDS MAINTENANCE

The parties to this agreement shall each maintain books, records, documents and other information which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be kept in accordance with the provisions contained on the [Secretary of State archives](#), for records retention, hereby incorporated by reference, and any updates thereto. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, federal officials so authorized by law, and as provided by the state Public Records Act, RCW 42.56. All books, records, documents, and other material relevant to this agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

XIII. SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement, which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this agreement are declared to be severable.

XIV. WAIVER

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original agreement.

XV. ACCESSIBILITY REQUIREMENTS

COUNTY will remain current with Federal and Washington State accessibility standards and comply with *OCIO Policy 188 – Accessibility* located at <https://ocio.wa.gov/policy/accessibility>.

XVI. CONFLICT OF INTEREST

No officer, official, agent, or employee of either party to this contract who exercises any function or responsibility in the review, approval, or carrying out of this contract, shall participate in any decision which affects their personal interest or the interest of any corporation, partnership or association in which they are, directly or indirectly, interested; nor shall they have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

2025-27 Biennium Voluntary Stewardship Program

COMMISSION and COUNTY Agreement

APPENDIX B – SCOPE OF WORK

The scope of the work to be performed by the COUNTY, or its contractors, under this agreement is the following:

- 1) Maintain and convene a watershed work group. This includes providing necessary staff support and facilitation for the watershed group. Assist the watershed group in the implementation of the approved VSP work plan, including:
 - A. The COUNTY will organize members of a VSP watershed work group with representatives from a variety of stakeholder groups including but not limited to tribes, environmental groups, and agriculture. This should include the organization of a vetted core watershed work group comprised of a broad representation of key watershed stakeholders and, at a minimum, representatives of agricultural and environmental groups and tribes that agree to participate. The COUNTY will encourage existing lead entities, watershed planning units, or other integrating organizations to serve as members of the watershed work group.
 - B. Working closely with the watershed work group and technical service providers to ensure full compliance with the requirements and intent of VSP.
 - C. Ensure that every effort is made to maintain effective communication between the watershed work group, the technical service providers, the COUNTY, local stakeholders, and participating state and federal agencies and personnel.
 - D. The COUNTY will develop and/or maintain watershed work group meeting bylaws, rules, and/or policies.
 - E. The COUNTY will provide facilitation for watershed work group meetings or other actions of the watershed group.
- 2) Implement the VSP work plan, including implementing the requirements of the VSP and RCW Chapter 36.70A.700-760. Implementation includes:
 - A. Identifying critical areas and agricultural activities within those critical areas and their buffers.
 - B. Identifying a public outreach plan to contact landowners.

- C. Identifying and designating entity(ies) to provide landowner assistance (voluntary stewardship plans) and facilitating working relationships between those entity(ies) and landowners.
- D. Identifying measurable goals and benchmarks.
- E. Reviewing applicable water quality, watershed management, farmland protection, and required species recovery data to incorporate into VSP work plans.
- F. Seeking input from tribes, agencies and stakeholders.
- G. Developing goals for participation by agricultural operators conducting commercial and noncommercial agricultural activities in the watershed necessary to meet the protection and enhancement benchmarks of the work plan.
- H. Ensuring outreach and technical assistance is provided to producers and operators in the watersheds of the county covered under VSP.
- I. Creating measurable benchmarks that, within ten years after receipt of funding, are designed to result in (i) the protection of critical areas functions and values and (ii) the enhancement of critical areas functions and values through voluntary, incentive-based measures.
- J. Incorporating into the work plan any existing and/or updated development regulations relied upon to achieve the goals and benchmarks for protection of critical areas.
- K. Establishing baseline monitoring procedures and protocols for (i) participation and implementation of voluntary stewardship plans and projects, (ii) stewardship activities, and (iii) the effects on critical areas and agriculture relevant to protection and enhancement benchmarks.
- L. Developing timelines for periodic evaluations, adaptive management, and provide written reports of work plan status and/or accomplishments to the COMMISSION.
- M. Coordinating monitoring programs with other state agency activities.
- N. Meeting any other requirement for the successful implementation of VSP in RCW 36.70A.720.

Deliverables:

- 1) Maintain and convene a watershed work group that meets regularly and as necessary for implementation of the county VSP work plan.

- 2) Implement the VSP work plan, including implementing the requirements of the VSP and RCW Chapter 36.70A.700-760.
 - 1) Two-year status reports. No later than August 30, 2025, provide the written biennial report to the COMMISSION. The biennial report can provide the status of plans and accomplishments of the work plan to the COMMISSION and address how the county conducts periodic evaluations, institutes adaptive management, and evaluates the status of plans and accomplishments. (Two-year status reports shall be submitted to the county and to the commission within sixty days after the end of each fiscal biennium.) The biennial report may include a summary of how plan implementation is affecting each of the following:
 - 1) The protection and enhancement of critical areas within the area where agricultural activities are conducted;
 - 2) The maintenance and improvement of the long-term viability of agriculture;
 - 3) Reducing the conversion of farmland to other uses;
 - 4) The maximization of the use of voluntary incentive programs to encourage good riparian and ecosystem stewardship as an alternative to historic approaches used to protect critical areas;
 - 5) The leveraging of existing resources by relying upon existing work and plans in counties and local watersheds, as well as existing state and federal programs to the maximum extent practicable to achieve program goals;
 - 6) Ongoing efforts to encourage and foster a spirit of cooperation and partnership among county, tribal, environmental, and agricultural interests to better assure the program success;
 - 7) Ongoing efforts to improve compliance with other laws designed to protect water quality and fish habitat; and
 - 8) A description of efforts showing how relying upon voluntary stewardship practices as the primary method of protecting critical areas does not therefore require the cessation of agricultural activities.
 - 2) Five-year review and evaluation report. If a Five-year VSP report is due during this contract period, then no later than the current deadline for submittal of the report to the COMMISSION, and in conjunction with the county watershed work group, facilitate, develop, and submit the five-year report to the director of the COMMISSION. *See* RCW 36.70A.720 (2) (b) (i) and (c) (i). When submitting the

five-year review and evaluation report to the COMMISSION, as per RCW 36.70A.720 and RCW 36.70A.730, the COUNTY agrees to use the COMMISSION'S Guide and Template. The Template will be provided by the COMMISSION to the COUNTY.

The five-year report must declare whether the county has met the work plan's protection and enhancement goals and benchmarks. The five-year review and evaluation report should include a summary of how plan implementation is satisfying the following plan elements through VSP implementation:

- 1) Creation of goals for participation by agricultural operators conducting commercial and noncommercial agricultural activities in the watershed necessary to meet the protection and enhancement benchmarks of the work plan;
 - 2) Outreach and technical assistance are provided to agricultural operators in the watershed;
 - 3) Measurable benchmarks designed to result in (i) the protection of critical area functions and values and (ii) the enhancement of critical area functions and values through voluntary, incentive-based measures are in place;
 - 4) Technical assistance providers are working to ensure that individual stewardship plans contribute to the goals and benchmarks of the work plan;
 - 5) Any existing and/or updated development regulations relied upon to achieve the goals and benchmarks for protection are documented;
 - 6) Baseline monitoring procedures and protocols are in place for: (i) Participation activities and implementation of the voluntary stewardship plans and projects; (ii) stewardship activities; and (iii) the effects on critical areas and agriculture relevant to the protection and enhancement benchmarks developed for the watershed;
 - 7) Assistance is provided to and received from state agencies in monitoring programs; and
 - 8) Any other reporting requirements of the program are satisfied.
- 3) The COUNTY agrees that VSP cost-share projects funded using any amount of COMMISSION VSP funds shall be reported in the Conservation Practices Database System (CPDS).

- 4) Maintain a Monitoring Plan: The COUNTY agrees that not later than December 31, 2026, the COUNTY will provide to the COMMISSION an update regarding the status of its monitoring plan, including any changes that have been made since its original submission prior to or on July 1, 2024. The SCC encourages the COUNTY to use the Watershed Monitoring Project Development Guide for the Voluntary Stewardship Program in Washington, Volume III to further develop or amend the plan, but will not require its use in such amendments. The monitoring plan shall be designed to continue to facilitate the collection, analysis, and reporting of information for VSP.
- 5) Ensure that the COMMISSION has the most recent version of the COUNTY's VSP work plan by providing to the COMMISSION's Project Officer, identified herein in APPENDIX D – RESPONSIBLE INDIVIDUALS, the most current version of the COUNTY's VSP work plan, which includes all attachments and / or appendices. This can be accomplished by sending the COMMISSION an electronic link which the COMMISSION can use to download the plan.
- 6) Provide to the COMMISSION's VSP Contract Manager, no later than 120 days from the date this agreement is signed by the COUNTY, an Operating budget designed to ensure all requirements related to VSP implementation are accounted for during the performance of this agreement, and to ensure that the two year and five-year reporting requirements will be met.

2025-27 Biennium Voluntary Stewardship Program

COMMISSION and COUNTY Agreement

APPENDIX C – BILLING PROCEDURE

The COUNTY shall submit monthly invoices in the form and manner identified by the COMMISSION to the Commission's VSP Contract Manager:

Nicole Boyes
VSP Contract Manager
Washington State Conservation Commission
P.O. Box 47721
Olympia, WA 98504

Send invoices to: sccgrants@sccgrants.wa.gov

For billing questions, contact: nboyes@scc.wa.gov; phone: 564-669-3149

Invoices will follow procedures outlined in the most current [Grant and Contract Policy and Procedure Manual](#) (Manual). Invoices for payment are due the 20th of the month. A time summary for staff costs, including compensation or billing rates, shall be attached. Staff time billing is to be based on composite rates submitted to SCC, loaded composite rates are not allowed per the Grant and Contract Procedure Manual. New composite rates must be submitted for staff changes, raises, or new calendar years. Individual time records will be kept available at the COUNTY for review, in accordance with the Secretary of State's document retention schedule of the [Secretary of State archives](#). A copy of any contractor invoices, or other receipts will be attached to the billing.

Billing shall follow the Contract Outcomes identified on the Contract A19. Outcome 1 will be all expenses associated with this contract. Subsequent Outcomes 2 and higher will be identified in Amendments for VSP Capital award funds, and will be for awarded capital fund Cost Share or DIP projects.

Payment to the COUNTY for approved and completed work will be made by account transfer by the COMMISSION. Payment will be made to the COUNTY and reference the person identified at the COUNTY in APPENDIX D – RESPONSIBLE INDIVIDUALS. If County Responsible Individual changes, County will submit a revised APPENDIX D to the COMMISSION to the person listed in APPENDIX C - BILLING PROCEDURE herein.

Each invoice submitted to the Commission by the County shall reference this contract number K2608 and clearly identify the items related to performance under this contract. All expenses invoiced shall be supported with copies of receipts or paid invoices. All expenses

will follow the State Administrative & Accounting Manual (SAAM) guidelines and the SCC Grant and Contract Policy and Procedure Manual. Any travel will be at the state per diem rates www.ofm.wa.gov/policy/default.asp. At a minimum, County shall specify and include the following on invoices:

- a. AGENCY Agreement Number K2608
- b. The total invoice charge.
- c. Contract A19, Summary and Detail pages, signed timesheets, copies of subcontractor invoices, and receipts.

Initial request for Payment:

County may incur expenses prior to agreement being fully executed. SCC will not reimburse any expenses until the agreement is fully executed by both parties. County may request reimbursement back to the effective date of the agreement.

Final Request for Payment:

Upon expiration of the Period of Performance, invoices shall be paid only if received within 30 days after the expiration date. If the Period of Performance ends at the end of the Fiscal Year, final invoice is due not later than July 10. Invoices for all work done within a fiscal year must be submitted within 10 days after the end of the fiscal year or WSCC may decline to pay them.

2025-27 Biennium Voluntary Stewardship Program

COMMISSION and COUNTY Agreement

APPENDIX D – RESPONSIBLE INDIVIDUALS

The Project Officer for the COMMISSION is:

Mike Poteet
VSP Coordinator
Washington State Conservation Commission
P.O. Box 47721
Olympia, Washington 98504
564-250-6519
mpoteet@scc.wa.gov



The responsible individual for the COUNTY is:

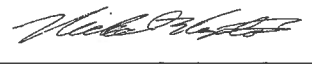

NAME: Stephen Lesky
TITLE: Natural Resource Specialist / VSP Coordinator
AGENCY: Chelan County Natural Resources Dept.
MAIL ADDRESS: 411 Washington Street, Suite 201
CITY, STATE, ZIP: Wenatchee, WA, 98801
PHONE: 509 670 8094
EMAIL: stephen.lesky@co.chelan.wa.us

The COUNTY Billing Contact (if different than the responsible individual for the COUNTY above):

NAME: Sofia Bjorklund
TITLE: Finance Manager
AGENCY: Chelan County Natural Resources Dept.
MAIL ADDRESS: 411 Washington Street, Suite 201
CITY, STATE, ZIP: Wenatchee, WA 98801
PHONE: 509 667 6324
EMAIL: sofia.bjorklund@co.chelan.wa.us

County Signature Authority for Contracts	
Name Kevin Overbay	Shon Smith
Title County Commissioner District 1	County Commissioner District 2
Phone 509 667 6215	509 667 6215
Email kevin.overbay@co.chelan.wa.us	Shon.smith@co.chelan.wa.us
Signature	

County Signature Authority for Invoices	
Name Stephen Lesky	Mike Kaputa
Title Natural Resource Specialist	Natural Resources Dept. Directo
Phone 509 670 8094	509 670 6935
Email stephen.lesky@co.chelan.wa.us	mike.kaputa@co.chelan.wa.us
Signature 	

County Signature Authority for Timesheets	
Name Mike Kaputa	Mary Jo Sanborn
Title Natural Resources Dept. Director	Senior Program Manager
Phone 509 670 6935	509 860 2135
Email mike.kaputa@co.chelan.wa.us	maryjo.sanborn@co.chelan.wa.us
Signature 	

The following section is to be completed if the County will delegate all responsibility for SCC billing to a subcontracted Technical Service Provider (TSP), and SCC payments will go directly to that TSP. Delegation language must be included in the County/TSP subcontract or ILA.

Subcontractor Responsible Party	
Name Not Applicable	
Title	
Organization	
Mailing Address	
Phone	
Email	

2025-27 Biennium Voluntary Stewardship Program

COMMISSION and COUNTY Agreement

APPENDIX E – Budget

Operating budget

COUNTY should complete this budget form and submit to Commission Contract Manager as identified in Appendix C. Budget must be approved by the VSP Workgroup prior to submission. Subtasks listed below are examples and may be modified as needed.

If COUNTY updates or revises their budget after submission to SCC, COUNTY must submit a copy of the new budget to SCC.

Outcome 1 Operating \$290,000

Outcome 1 subtasks

Monitoring	Description if needed	\$
Cost Share		\$ 50,000
DIP		\$
Equipment		5,000
Salaries, Benefits, Overhead		135,000
Travel		20,000
Training and Meetings		5,000
Goods and Services		75,000
TOTAL (will match Outcome 1 Operating above)		\$ 290,000


Per Scope of Work Section G, COUNTY will provide to the COMMISSION's VSP Contract Manager, an Operating budget designed to ensure all requirements related to VSP implementation are accounted for during the performance of this agreement, and to ensure that the two year and five-year reporting requirements will be met.

Budget should include Outcome 1 as listed above and provide tasks beneath Outcome 1 as appropriate, including Cost share and DIP if the COUNTY intends to use Operating funds for these tasks.

Capital Budget to be Amended upon subsequent awards

If COUNTY is awarded capital funds, subsequent capital awards will be included in an Amendment to this Contract. Amendments will identify each new award with a new Outcome. The first Amendment will begin with Outcome 2 and add additional Outcomes with subsequent awards.

County Signature Authority for Contracts	
Name Brad Hawkins	Mike Kaputa
Title County Commissioner District 3	Natural Resources Department Director
Phone 509 667 6215	509 670 6935
Email Brad.Hawkins@co.chelan.wa.us	Mike.kaputa@co.chelan.wa.us
Signature	

County Signature Authority for Amendments	
Name Mike Kaputa	
Title Natural Resources Department Director	
Phone 507 670 6935	
Email Mike.kaputa@co.chelan.wa.us	
Signature 	

**Washington State Military Department
HAZARD MITIGATION GRANT AGREEMENT FACE SHEET**

1. Subrecipient Name and Address: Chelan County Natural Resource Department 411 Washington St., Suite 201 Wenatchee, WA 98801		2. Total Grant Amount (excl. SubMC): \$277,538.00 State: \$34,692.25 Federal: \$208,153.50 Local: \$34,692.25 SubMC: \$13,876.00		3. Grant Number: D25-063	
4. Subrecipient Contact, phone/email: Mike Kaputa, (509) 670-6935 Mike.kaputa@co.chelan.wa.us		5. Grant Start Date: June 3, 2025		6. Grant End Date: May 31, 2026	
7. Department Program Manager, phone/email: Tim Cook, (253) 512-7072 tim.cook@mil.wa.gov		8. Unique Entity ID (UEI): GQLWQNMFUJJ5		9. UBI # (state revenue): 048 006 925	
10. Funding Authority: Washington State Military Department (the "DEPARTMENT"), and Federal Emergency Management Agency (FEMA)					
11. Federal Funding Identification #: FM-5395-WA 5395-02-R		12. Federal Award Date June 3, 2025		13. Assistance Listing # & Title: 97.039 (HMGP)	
14. Program Index # & OBJ/SUB-OBJ: (Fed) 724FF NZ, (State) 722FS NZ, (SubMC) 722FL			15. TIN or SSN: 91-60011297		
16. Service Districts: (BY LEGISLATIVE DISTRICT): 12th (BY CONGRESSIONAL DISTRICT): 8th		17. Service Area by County(ies): Chelan		18. Women/Minority-Owned, State Certified?: N/A NO YES, OMWBE # _____	
19. Contract Classification: Personal Services <input type="checkbox"/> Client Services <input type="checkbox"/> x Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			20. Contract Type (check all that apply): Contract <input type="checkbox"/> x Grant <input type="checkbox"/> Agreement Intergovernmental (RCW 39.34) _____ Interagency _____		
21. Contractor Selection Process: x "To all who apply & qualify" Competitive Bidding 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 _____			22. Contractor Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit x Public Organization/Jurisdiction x Non-Profit <input type="checkbox"/> VENDOR x SUBRECIPIENT x OTHER		
23. PURPOSE/DESCRIPTION: FEMA's Hazard Mitigation Grant Program provides grants for mitigation planning and cost-effective mitigation actions after a Presidential disaster declaration to reduce the risk of loss of life and property damage in future disasters. Title: Upper Wenatchee Defensible Space. The purpose of this Agreement is to provide funds to the SUBRECIPIENT for the herein proposed project as noted in Statement of Work and/or Description of the Project (Attachment 3), Project Development Schedule (Attachment 4), Project Budget (Attachment 5), and the FEMA approved project application, each of which are incorporated herein by this reference. The DEPARTMENT is the Recipient and Pass-through Entity of the 5395-02-R Upper Wenatchee Defensible Space 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, including all referenced attachments which are hereby incorporated and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment 1); General Terms and Conditions (Attachment 2); Statement of Work and/or Description of Project (Attachment 3); Project Development Schedule (Attachment 4); Project Budget (Attachment 5); 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: <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> 1. Applicable Federal and State Statutes and Regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Schedule, and Budget </div> <div style="width: 48%;"> 4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference </div> </div>					
WHEREAS the parties hereto have executed this Agreement on the day and year last specified below. <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> FOR THE DEPARTMENT: <div style="display: flex; justify-content: space-between; border-top: 1px solid black; margin-top: 10px;"> Signature Date </div> <div style="margin-top: 5px;"> Regan Anne Hesse, Chief Financial Officer Washington State Military Department </div> <div style="margin-top: 10px;"> BOILERPLATE APPROVED AS TO FORM: Dierk Meierbachtol 4/4/2023 Assistant Attorney General </div> </div> <div style="width: 48%;"> FOR THE SUBRECIPIENT: <div style="display: flex; justify-content: space-between; border-top: 1px solid black; margin-top: 10px;"> Signature Date </div> <div style="margin-top: 5px;"> Mike Kaputa, Director Chelan County Natural Resources Department </div> <div style="margin-top: 10px;"> APPROVED AS TO FORM: <div style="border-top: 1px solid black; width: 100%; margin-top: 5px;"></div> Date </div> </div> </div>					

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

ARTICLE I. KEY PERSONNEL:

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

SUBRECIPIENT		MILITARY DEPARTMENT	
Name	Mike Kaputa	Name	Tim Cook
Title	Director	Title	State Hazard Mitigation Officer
E-Mail	Mike.kaputa@co.chelan.wa.us	E-Mail	tim.cook@mil.wa.gov
Phone	509-670-6935	Phone	253-512-7072
Name	Erin McKay	Name	Matt Lebens
Title	Program Manager	Title	HMA Program Supervisor
E-Mail	Erin.mckay@co.chelan.wa.us	E-Mail	Matthew.Lebens@mil.wa.gov
Phone	509-630-5303	Phone	253-512-7042
Name	Sofia Bjorklund	Name	Christi Heredia
Title	Finance Manager	Title	HMA Program Coordinator
E-Mail	Sofia.bjorklund@co.chelan.wa.us	E-Mail	Christi.Heredia@mil.wa.gov
Phone	509-860-8752	Phone	253-512-7047

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 DHS/FEMA applicable to the Hazard Mitigation Grant Program including, but not limited to, all criteria, restrictions, and requirements of the Presidential Disaster Declaration, the federal regulations commonly applicable to FEMA grants, and the FEMA Award Letter and its attachments, all of which are incorporated herein by reference.

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

A. STATE AND FEDERAL REQUIREMENTS FOR HAZARD MITIGATION GRANTS:

The following requirements apply to all DHS/FEMA Hazard Mitigation Grants administered by the DEPARTMENT.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

- a. The SUBRECIPIENT must make a case-by-case determination whether each agreement it makes for the disbursement of Hazard Mitigation Grant Program funds received under this Agreement casts the party receiving the funds in the role of a SUBRECIPIENT or contractor in accordance with 2 CFR 200.331.
- b. If the SUBRECIPIENT becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of Hazard Mitigation Grant Program funds, including, but not limited to, those contained in 2 CFR 200.
 - ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents

published by DHS/FEMA applicable to **5395-02-R**, including, but not limited to, all criteria, restrictions, and requirements of the Presidential Disaster Declaration Hazard Mitigation Grant Program document, the Manual, the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants.

- iii. The SUBRECIPIENT shall be responsible to the DEPARTMENT for ensuring that all Hazard Mitigation Grant Program federal award funds provided to its subrecipients, and associated matching funds, are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment 2 of this Agreement.

2. PROJECT FUNDING

The DEPARTMENT will administer 5395-02-R and will pass through the federal match and commit the available state match. The SUBRECIPIENT will commit the required local match.

- a. The total cost of the project for the purposes of this Agreement is **\$277,538.00** dollars; PROVIDED that, if the total cost of the project when completed, or when this Agreement is terminated, is actually less than above, the actual cost shall be substituted herein.
- b. The value of the contributions by the SUBRECIPIENT to the project shall be **\$34,692.25** dollars, or 12.5% percent, at minimum, of the total project cost. The SUBRECIPIENT's contributions may be cash or in-kind, must be from a non-federal source, must be reasonable, allowable and allocable, and must comply with all Federal requirements and regulations.
- c. When the DEPARTMENT enters into an agreement with the Federal Emergency Management Agency (FEMA) to contribute federal funds to this project, that federal contribution will be **\$208,153.50** dollars, or 75% percent of the total project cost, whichever is less.
- d. The value of the contributions by the DEPARTMENT to the project shall be **\$34,692.25** dollars, or 12.5% percent, at minimum, of the total project cost and is contingent on legislative approval of DEPARTMENT funding pursuant to the prerequisites provided in subsection g. The DEPARTMENT's contributions must be from a non-federal source and must comply with all Federal requirements and regulations.
- e. The Federal Emergency Management Agency (FEMA) has contributed federal funds for SUBRECIPIENT Management Costs (SubMC). SubMC includes costs for administering the grant and indirect costs. This federal contribution is in addition to the federal award for project costs and is suitable for 100% reimbursement for eligible expenses. The maximum amount available for SubMC is **\$13,876.00** dollars, limited to 5% of the eligible project expenditures for administrative, indirect, or overhead costs, whichever is less.
- f. The DEPARTMENT shall not be obligated to pay any amount beyond that set out in Subsections c, d, and e above, unless that additional amount has been approved in advance by both the DEPARTMENT and SUBRECIPIENT and is incorporated by written amendment into this Agreement.
- g. 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.
- h. A written amendment will be required if the SUBRECIPIENT expects cumulative transfers between project budgets, as identified in the Project budget (Attachment 5) and the Statement of Work and/or description of Project (Attachment 3), to exceed 10% of the

Grant Agreement Amount. Any changes to project budgets other than in compliance with this paragraph will not be reimbursed.

3. GRANT AGREEMENT PERIOD

Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall only be those after the obligation of federal funds on **June 4, 2025** and shall terminate on **May 31, 2026**. This period shall be referred to herein as the Grant Agreement Period and/or Period of Performance, unless expressly stated otherwise. Costs incurred during the Grant Agreement Period shall include pre-award costs authorized in writing by FEMA as well as eligible costs incurred after the effective date of the Grant Agreement Period and before termination.

- a. The SUBRECIPIENT shall complete the project as described in the FEMA approved project application 5395-02-R, incorporated in and made a part of this Agreement by reference, and as described in Attachments 3, 4, and 5. In the event of extenuating circumstances, the SUBRECIPIENT may request, in writing, that the DEPARTMENT extend the deadline for Grant Agreement completion.
- b. The Grant Agreement Period shall only be extended by (1) written notification of FEMA approval of the Grant Agreement Period followed by execution of a mutually agreed written amendment, or (2) written notification from the DEPARTMENT to the SUBRECIPIENT addressing extensions of the DEPARTMENT'S underlying federal grant performance period or to provide additional time for completion of the SUBRECIPIENT's project(s).
- c. No expenditure made, or obligation incurred, before or after the Grant Agreement Period shall be eligible, in whole or in part, for grant funds with the exception of pre-award costs authorized in writing by FEMA. In addition to any remedy the DEPARTMENT may have under this Agreement, the amounts set out in Article II, section A.2 **Project Funding**, above, may be reduced to exclude any such expenditure from participation.
- d. Failure to complete the project in a timely manner, as outlined in Attachment 4, is a material breach of this Agreement for which the DEPARTMENT is entitled to termination or suspension under Attachment 2, section A.37.

4. REIMBURSEMENT AND BUDGET REQUIREMENTS

The DEPARTMENT, using mitigation funds from PL 93-288, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, and the State of Washington, for the Hazard Mitigation Grant Program program, shall issue payments to the SUBRECIPIENT as follows:

- a. All payment requests shall be made to the SUBRECIPIENT upon submission and approval of eligible, reimbursable work completed and billed on an A-19, form, State of Washington Invoice Voucher Distribution. Approval is subject to receipt of acceptable documentation by the DEPARTMENT, to include, but not limited to, copies of receipts for all goods and services purchased, copies of invoices from contractors and subcontractors for work completed, and copies of timesheets for staff involved with the project, sign-in/sign-out sheets for donated personnel and/or volunteer time spent on the project, and documentation to support other in-kind contributions.
- b. The DEPARTMENT reserves the right to withhold disbursement of up to 10 percent of the total project cost to the SUBRECIPIENT until the project has been completed and given final approval by the DEPARTMENT.
- c. Final Payment: Final payment of any remaining, or withheld, funds will be made within 60 days after submission by the SUBRECIPIENT of the final report, final A-19, Voucher Distribution, and completion of all final inspections by the DEPARTMENT.

Final payment by the DEPARTMENT also may be conditioned upon a financial review, if determined necessary by the DEPARTMENT. Adjustments to the final payment may be made following any audits conducted by the DEPARTMENT, Washington State Auditor's Office, the United States Inspector General, or their authorized representatives.
- d. Within the total Grant Amount of this Agreement, budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.

- e. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Amount of this Agreement.
- f. For travel costs, SUBRECIPIENT shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT's Key Personnel.
- g. 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.
- h. The SUBRECIPIENT will submit reimbursement requests to the DEPARTMENT by submitting a properly completed State A-19 Invoice Form, Interagency Electronic Funds Transfer, or Agency/Business invoice with support documentation detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted by email to both the DEPARTMENT's Hazard Mitigation Program Coordinator and the Program Manager no later than the due dates listed within the Grant Timeline (Attachment 4), but not more frequently than monthly.
- i. 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.
- j. If applicable, no costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the SUBRECIPIENT, its contractor, or any non-federal entity to which the SUBRECIPIENT makes a subaward, and is invoiced by the vendor.
- k. Failure to timely submit complete reports and reimbursement requests as required by this Agreement (including but not limited to those reports in the Project Development Schedule Attachment 4) will prohibit the SUBRECIPIENT from being reimbursed until such complete reports and reimbursement requests are submitted and the DEPARTMENT has had reasonable time to conduct its review. Final reimbursement requests will not be approved for payment until the SUBRECIPIENT is current with all reporting requirements contained in this Agreement.
- l. 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.

5. REPORTING REQUIREMENTS

In addition to the reports as may be required elsewhere in this Agreement, the SUBRECIPIENT shall promptly prepare and submit the following reports to the DEPARTMENT's Key Personnel:

- a. Quarterly progress reports, no later than the 15th day following the end of the fiscal quarter, indicating the status of the project, to include a brief narrative on progress during the quarter. The report 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 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.

- b. A final report when the project is completed, prematurely terminated, or project assistance is terminated. The report shall include a final accounting of all expenditures and a description of work accomplished. If the project is not completed, the report shall contain an estimate of the percentage of completion, and shall indicate the degree of usefulness of the completed project. The report shall account for all expenditures not previously reported and shall include a summary for the entire project.
- c. The SUBRECIPIENT shall submit a quarterly progress report describing current activities as outlined in the Timeline.
- d. The SUBRECIPIENT shall submit a Final Report with final reimbursement no later than 45 days after Agreement End Date.
- e. The SUBRECIPIENT shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the DEPARTMENT an *Audit Certification/FFATA* Form. This form is required to be completed once per calendar year, per SUBRECIPIENT, and not per agreement. The DEPARTMENT'S Contracts Office will request the SUBRECIPIENT submit an updated form at the beginning of each calendar year in which the SUBRECIPIENT has an active agreement.

6. PROCUREMENT

- a. The SUBRECIPIENT shall comply with all procurement requirements of 2 CFR Part 200.317 through 200.327 and as specified in the General Terms and Conditions, **Attachment 2**, A.11.
- b. For all contracts expected to exceed \$250,000, the DEPARTMENT may request pre-procurement documents, such as request for proposals, invitations for bids and independent cost estimates. This request may apply to any non-federal entity to which the SUBRECIPIENT makes a subaward, at which point the SUBRECIPIENT will be responsible for reviewing and approving procurement requests of any non-federal entity to which the SUBRECIPIENT makes an award.
- c. For all sole source contracts expected to exceed the micro-purchase threshold per 2 CFR 200.1, the SUBRECIPIENT must submit justification to the DEPARTMENT for review and approval. This requirement must be passed on to any non-federal entity to which the SUBRECIPIENT makes a subaward, at which point the SUBRECIPIENT will be responsible for reviewing and approving sole source justifications to any non-federal entity to which the SUBRECIPIENT makes an award.

7. TIME EXTENSIONS

A time extension request for Agreement completion must be submitted by the SUBRECIPIENT to the DEPARTMENT no later than 60 days before the end of the Period of Performance. A time extension request must be in writing and identify the project, the reason the project will not be completed within the approved Period of Performance, 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 timely submit a complete time extension request may result in denial of the time extension and loss of funding for the project.

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> along with the signed Agreement. The SUBRECIPIENT shall complete and return the form to the DEPARTMENT each fiscal year

thereafter until the Agreement is closed. The form is incorporated by reference herein and made a part of this Agreement.

- c. Monitoring activities may include, but are not limited to:
 - i. Review of financial and performance reports;
 - ii. Monitoring and documenting the completion of Agreement deliverables;
 - iii. Documentation of phone calls, meetings, e-mails, and correspondence;
 - iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements;
 - v. Observation and documentation of Agreement related activities, such as exercises, training, funded events, and equipment demonstrations; and
 - 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, 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.

9. CLOSE-OUT

To initiate close-out, the SUBRECIPIENT is required to certify in writing the date completed and total amount expended on the project on FINAL PROJECT REPORT form to the DEPARTMENT. After receipt of the FINAL PROJECT REPORT form, the DEPARTMENT will conduct a site inspection and review supporting documentation for compliance with the requirements of the Agreement.

Prior to project close-out, the SUBRECIPIENT shall provide the DEPARTMENT with acceptable documentation supporting compliance with the Agreement. General documentation supporting compliance with the Agreement typically includes, but is not limited to, the following:

- a. Photographs of the structures or properties involved in the project **prior** to project implementation **and after** project implementation.
- b. Digital geospatial coordinates (latitude and longitude) for each structure with an accuracy of ± 20 meters (64) feet.
- c. Certificate of occupancy or equivalent documentation from the appropriate regulatory authority for each structure to certify it is code-compliant.
- d. Certification that the SUBRECIPIENT has met the environmental and historic preservation conditions of the grant award as described in this Agreement.
- e. Copies of all compliance and consultation documentation required by the grant award as described in the Agreement (e.g., coastal zone management consistency determination from Department of Ecology).
- f. Copies of all documentation related to inspection for and removal and disposal of asbestos and other hazardous materials from each property.

Specific additional documentation requirements for projects to acquire properties for open space include, but are not limited to, the following:

- a. Signed Statement of Voluntary Participation from the owner of each acquired property.
- b. Documentation of dates of acquisition and structure demolition or removal from property for each property.
- c. Copy of recorded open space deed restrictions for each acquired property.
- d. Copy of the AW-501 form filed with the NFIP for each acquired repetitive loss property.

- e. Documentation of consultation with the Army Corps of Engineers and Washington State Department of Transportation regarding future use of each property.

Specific additional documentation requirements for projects to elevate structures above the base flood elevation include, but are not limited to, the following:

- a. Photographs of the structures prior to elevation, and front, rear and side photos post-elevation.
- b. Copies of the pre-project elevation certificate for each structure, or documentation of methodology used to calculate the first-floor elevations.
- c. Copies of the post-project elevation certificate for each structure.
- d. Copies of the certificate of occupancy for each elevated structure to certify that it is code compliant.
- e. Certification by an engineer, floodplain manager or other senior official of the SUBRECIPIENT that each completed structural elevation is in compliance with local ordinances and NFIP regulations and technical bulletins.
- f. Copy of the AW-501 form filed with the NFIP for each elevated repetitive loss property.
- g. Copies of proof of flood insurance for each elevated structure.
- h. Copies of the recorded deed restriction related to maintenance of flood insurance for each property within the Special Flood Hazard Area.

The DEPARTMENT will consult with the SUBRECIPIENT regarding other documentation requirements of the Agreement throughout the Period of Performance.

The SUBRECIPIENT is required to retain all documentation which adequately identifies the source and application of all mitigation grant funds for six years following the closure of this grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

10. 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>.

11. ENVIRONMENTAL AND HISTORICAL PRESERVATION

- a. The SUBRECIPIENT shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) program. EHP program information can be found at <https://www.fema.gov/grants/guidance-tools/environmental-historic>, which is incorporated into and made a part of this Agreement.
- b. Projects that have historical impactors or the potential to impact the environment, including, but not limited to, construction of communication towers; modification or

renovation of existing buildings, structures and facilities; or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed, also require a DHS/FEMA EHP review before project initiation.

- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- d. The SUBRECIPIENT agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed, and FEMA approval received by the SUBRECIPIENT, before any work is started** for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process, and receipt of approval by the SUBRECIPIENT will not be reimbursed.

12. ADDITIONAL SPECIAL CONDITIONS

a. Construction Documents, Contracts, Change Orders

- i. Construction Document Approval: Upon request, the SUBRECIPIENT agrees to submit one copy of all construction plans and specifications to the DEPARTMENT prior to solicitation of bids. This request is to ensure bid set consistency with the subgrant's approved scope of work.
- ii. 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. Copies of all bids and contracts awarded shall be submitted to the DEPARTMENT upon request. Where all bids are substantially in excess of project estimates, the DEPARTMENT may, by notice in writing, suspend the project for determination of appropriate action, which may include termination of the Agreement.
- iii. Construction Change Order: All change orders must be in writing and shall be submitted to the DEPARTMENT. The SUBRECIPIENT shall pay any increase in the cost of the project as the result of a change order, unless the DEPARTMENT has agreed to the change with a written amendment to this Agreement.

13. EQUIPMENT AND TRACKABLE ASSETS MANAGEMENT

- a. If applicable, the SUBRECIPIENT and any non-federal entity to which the SUBRECIPIENT makes a subaward shall comply with 2 CFR 200.317 through 200.327, and all Washington State procurement requirements, when procuring any equipment or trackable assets under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200 to include but not limited to:
 - i. Upon successful completion of the terms of this Agreement, all equipment and trackable assets purchased through this Agreement will be owned by the SUBRECIPIENT, or a recognized non-federal entity to which the SUBRECIPIENT has made a subaward, for which a contract or other means of legal transfer of ownership is in place.
 - ii. All equipment, and trackable assets as applicable, purchased under this Agreement will be recorded and maintained in the SUBRECIPIENT's inventory system.
 - iii. Inventory records shall include:
 - A. Description of the property
 - B. Manufacturer's serial number, or other identification number

- C. Funding source for the property, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11)
 - D. Assistance Listings Number (formerly CFDA Number) (Face Sheet, Box 13)
 - E. Who holds the title
 - F. Acquisition date
 - G. Cost of the property and the percentage of federal participation in the cost
 - H. Location, use, and condition of the property at the date the information was reported
 - I. Disposition data including the date of disposal and sale price of the property.
- iv. The SUBRECIPIENT shall take a physical inventory of the equipment, and trackable assets as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the SUBRECIPIENT to determine the cause of the difference. The SUBRECIPIENT shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
 - v. The SUBRECIPIENT shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and trackable assets including all questions of liability. The SUBRECIPIENT shall develop appropriate maintenance schedules and procedures to ensure the equipment and trackable assets are well maintained and kept in good operating condition.
 - vi. The SUBRECIPIENT shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the DEPARTMENT'S Key Personnel.
 - vii. The SUBRECIPIENT must obtain and maintain all necessary certifications and licenses for the equipment.
 - viii. If the SUBRECIPIENT is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement trackable assets or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the SUBRECIPIENT must comply with the following procedures:
 - A. For Trackable assets: If there is a residual inventory of unused trackable assets exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the trackable assets are not needed for any other federal award, the SUBRECIPIENT must retain the trackable assets for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
 - B. For Equipment:
 - 1. Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.
 - 2. Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. The SUBRECIPIENT shall compensate the

federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).

- ix. Records for equipment shall be retained by the SUBRECIPIENT for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the SUBRECIPIENT until all litigation, claims, or audit findings involving the records have been resolved.
- b. The SUBRECIPIENT shall comply with the DEPARTMENT'S Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Unless Expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- d. If funding is allocated to emergency communications, the SUBRECIPIENT must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at <https://www.cisa.gov/safecom/funding>, ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.
- e. Effective August 13, 2020, FEMA recipients and SUBRECIPIENT, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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

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

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The SUBRECIPIENT must pass through equipment and trackable assets management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the SUBRECIPIENT makes a subaward under this Agreement.

B. DHS FFY23 STANDARD TERMS AND CONDITIONS

As a SUBRECIPIENT of Hazard Mitigation Grant Program funding, the SUBRECIPIENT shall comply with all applicable FEMA/DHS terms and conditions of the FEMA Award Letter and its associated documents for DHS, which are incorporated in and made a part of this Agreement.

**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. "Agreement" means this Grant Agreement.
- b. "**DEPARTMENT**" means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the DEPARTMENT, or any of the officers or other officials lawfully representing that DEPARTMENT. The DEPARTMENT is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a SUBRECIPIENT under this Agreement.
- c. "**SUBRECIPIENT**" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the DEPARTMENT. However, the definition of "SUBRECIPIENT" is the same as in 2 CFR 200.93 for all other purposes.
- d. "**Monitoring Activities**" means all administrative, construction, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- e. "**Project**" means those actions funded through the Hazard Mitigation Assistance Grant 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.

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 B.3. Statement of Assurances of the Hazard Mitigation Assistance Program and Policy Guide dated March 23, 2023.

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 200.327, Contract Provisions.

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

1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and

[3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or SUBRECIPIENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or SUBRECIPIENT must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the 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. 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 200.327. The SUBRECIPIENT must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the SUBRECIPIENT and DEPARTMENT to make a determination on eligibility of project costs.
17. 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 Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the SUBRECIPIENT and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.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 Agreement. 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 Agreement 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: Chelan County Department of Natural Resources, 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 e-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.

STATEMENT OF WORK AND/OR DESCRIPTION OF PROJECT

SUBRECIPIENT: Chelan County Department of Natural Resources
 PROJECT TITLE: Upper Wenatchee Defensible Space

The purpose of this project is for Chelan County Department of Natural Resources :

The Upper Wenatchee Defensible Space Project aims to provide cost-share funding to landowners for home hardening practices which will reduce ignition risk from wildfire, improve structure protection efforts during incidents, and reduce the risk of structure fires contributing significantly to fire behavior during future wildfire events. Specifically, this project will assist homeowners to create a five (5) foot wide perimeter of noncombustible defensible space in the "immediate zone" directly around their structures. Additionally, the project will recommend defensible space within the entire 100 ft perimeter in accordance with FEMA and NFPA recommendations. The project will prioritize landowners in, and adjacent to, the Upper Wenatchee Pilot Project (USFS) area and Zone G of the Chelan County Community Wildfire Protection Plan. The area is characterized by densely forested valleys and rolling plateaus and is largely an overstocked dry ponderosa forest. Both Regional (USFS) and Local (CWPP) Wildfire modeling and risk analysis consistently show the Upper Wenatchee area as high to extreme wildfire risk. Work activities will consist of homeowner outreach, site assessments, site work such as defensible space activities, and site inspections. A more detailed SOW is included in the project application.

A specific and more detailed scope of work is found in the FEMA approved Project Application 5395-02-R, which is incorporated herein by reference.

Chelan County Department of Natural Resources Agrees To:

1. Comply with the terms of this Agreement and all Attachments, including but not limited to, accomplish tasks and conditions outlined in the Statement of Work And/Or Description of Project (Attachment 3), comply with the Project Development Schedule-Attachment 4, and comply with the Project Budget (Attachment 5).
2. Submit quarterly reports that cover the previous three months no later than the 15th of the following month (or the next work day) in January, April, July and October until all requirements are fulfilled. Quarterly reports are required regardless of the level of work completed during the reporting period. Quarterly reports must include sufficient narrative to determine the degree to which the project has been implemented, the estimated time for completion, and significant developments such as delays or adverse conditions that might raise costs or delay completion, as well as favorable conditions allowing lower costs or earlier completion. Failure of the SUBRECIPIENT to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments until a complete quarterly report is received by the DEPARTMENT. SUBRECIPIENT is required to return all final closeout documentation to the DEPARTMENT within 45 days following the Period of Performance End Date determined by FEMA's Notice of Award. The DEPARTMENT reserves the right to withhold the final reimbursement request until final closeout documentation is submitted by the SUBRECIPIENT to the satisfaction of the DEPARTMENT. No final reimbursements shall be paid if submitted more than 60 days after the Period of Performance End Date.
3. Submit pen-and-ink signed, approved invoice vouchers (state form A-19) for eligible, reimbursable work completed, no more frequently than monthly and no less frequently than quarterly. Each billing must identify the task(s) completed and any other funding identification pertinent to the task(s), including match. Supporting documentation is required for all costs, to include tracking of staff time spent on the project through timesheets or other documentation approved by the DEPARTMENT; dated invoices from all contractors and subcontractors for work completed; dated invoices for goods and services purchased; and documentation tracking in-kind contributions of personnel, equipment and supplies, if used on the project. Project costs must be tracked and reported by approved budget cost categories as found in Project Budget, Attachment 5. Documentation of expenditures by approved budget cost categories should be made on a separate spreadsheet or table and included with each A-19, along with documentation to substantiate all project costs.
4. Return by DEPARTMENT staff of invoices to the SUBRECIPIENT if the SUBRECIPIENT is unable to provide sufficient documentation to staff within 15 calendar days of the staff's written request for additional documentation to support the reimbursement request.
5. Submit a signed final project report before final reimbursement is made by the DEPARTMENT.

6. PROGRAMMATIC, ENVIRONMENTAL AND HISTORIC PRESERVATION CONDITIONS

In completing this project, the SUBRECIPIENT must adhere to the following programmatic, environmental and historic preservation conditions:

- a. Scope of Work Change: Requests for changes to the Scope of Work after grant award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the application, the feasibility and effectiveness of the project, or reduce the Benefit Cost Ratio below 1.0. Requests must be supported by adequate justification, including a description of the proposed change; a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity.

A proposed change to the approved Scope of Work (as presented in the FEMA approved project application) must be submitted to the DEPARTMENT and FEMA in advance of implementation for re-evaluation for compliance with National Environmental Policy Act (NEPA) and other Laws and Executive Orders. Prior approval for a change to the approved Scope of Work must be obtained from the DEPARTMENT and FEMA before the change is implemented. Failure to obtain prior approval for a revised Scope of Work could result in ineligibility of resulting costs.
- b. Comply with all applicable federal, state and local laws and regulations. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding provided by this Agreement.
- c. Ensure that all completed work is in compliance with applicable state and local buildings codes and flood damage prevention legislation.
- d. Monitor site work during ground-disturbing activities for evidence of potential archaeological resources that are uncovered. SUBRECIPIENT must halt the project in the event historically or archaeologically significant materials or sites (or evidence thereof) are discovered. By way of example, such evidence may include, but is not limited to, artifacts such as arrowheads, bone fragments, pottery shards, and features such as fire pits or structural elements. All reasonable measures must be taken to avoid or minimize harm to such resources until such time as the SUBRECIPIENT notifies the DEPARTMENT, and FEMA, in consultation with the State Historic Preservation Officer (SHPO) and appropriate Native American tribes, determines appropriate measures have been taken to ensure that the project is in compliance with the National Historic Preservation Act. In addition, upon discovery of human skeletal remains, the SUBRECIPIENT is required by state law to notify the county coroner and local law enforcement in the most expeditious manner possible and to immediately stop any activity which may cause further ground disturbance.
- e. Determine the presence of hazardous materials and/or toxic waste, and identifying, handling, managing, abating and disposing of such materials in accordance with the requirements and to the satisfaction of the governing local, state and federal agencies, including but not limited to the Washington Department of Ecology. Such materials may include, but are not limited to, asbestos, lead-based paint, propane cylinders, sand blasting residue, discarded paints and solvents, cleaning chemicals, containers of pesticides, lead-acid batteries, items containing chlorofluorocarbons (CFCs), motor oil and used oil filters, and unlabeled tanks or containers.
- f. Conduct work during the non-flood season as determined by the local floodplain administrator. However, should construction be required during the flood season, as determined by the local floodplain administrator, all construction equipment shall be staged in an area not susceptible to flood events or be readily transportable out of the floodplain to minimize flood damage.
- g. Dispose of all debris at an approved and permitted location. No debris shall be temporarily staged or disposed of in a floodplain and/or a wetland.
- h. Confirm with the State Department of Ecology whether this project will require a consistency determination under the Coastal Zone Management Act. If required, the SUBRECIPIENT shall obtain and comply with all requirements of the determination prior to starting the project.
- i. Select, implement, monitor, and maintain Best Management Practices (BMPs) to control soil erosion and sedimentation, reduce spills and pollution, and provide habitat protection. The acquisition site shall be stabilized from erosion and silt laden runoff by implementing these BMPs and securing the site from transient vehicle access. Any excavation and/or grading shall be done within and/or adjacent to the existing building footprint area and not beyond undisturbed portions of the site.
- j. Resubmit the project to the DEPARTMENT and FEMA prior to implementation if any in-water work will occur or if any work will occur below the ordinary high water mark of any water resource in the area, so

further coordination/consultation can take place with the National Marine Fisheries Service (NMFS) to determine whether appropriate measures have been taken to ensure the project is in compliance with the Endangered Species Act.

- k. Resubmit the project to the DEPARTMENT and FEMA for re-evaluation for compliance with national environmental policies if the "Project Limits" (including clearing, excavation, temporary staging, construction, and access areas) extend into: 1) an area not previously identified for environmental and historic preservation review, or 2) previously undisturbed ground. Additionally, all work on the project in these areas must stop until this re-evaluation is completed.
- l. National Historic Preservation Act Section 106 requirement: All proposed repair and construction activities on buildings listed in or eligible for the National Register of Historic Places (historic properties) should be done in-kind to match existing materials and form. In-kind means that the result of the proposed activities will match all physical and visual aspects of existing historic materials, including form, color and workmanship. In-kind mortar also will match the strength and joint tooling of existing historic mortar.

m. Additional requirements as noted by FEMA in grant award document:

- a. This review does not address all federal, state, and local requirements. Acceptance of Federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize Federal funding.
- b. Subrecipient is responsible for complying with Required Conditions resulting from Environmental Review identified in the Record of Environmental Considerations attached to this award package.
- c. Any change to the approved Scope of Work will require re-evaluation for compliance with the National Environmental Policy Act and other laws and Executive Orders
- d. includes project Allowances that have no or minimal potential to effect historic properties, and do not require further review by the SHPO pursuant to Appendix B. Structures in the SOW older than 45 years will have solely fuels reduction activities completed on the property. The scope of work for this project meets the description of Programmatic Allowances Tier II: B.1, F.3, and F.4
- n. Cost overruns in excess of the approval budget are fully the responsibility of the SUBRECIPIENT, including those costs resulting from a change in the Scope of Work. The project must remain cost effective (i.e., Benefit Cost Ratio of 1.0 or greater) in the event of cost overrun.

A request for additional funds to cover a cost overrun may be granted by the DEPARTMENT and FEMA only if funds are available within the HMGP ceiling for this disaster, (FEMA-FM-5395-WA). A request for additional funds must be fully documented and justified.

7. SPECIAL FLOOD HAZARD AREA REQUIREMENTS

Pursuant to the Flood Disaster Protection Act of 1973, those structures that remain in the Special Flood Hazard Area (SFHA) after the implementation of the mitigation project, flood insurance must be maintained for the life of the structure. The SFHA is defined as the land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year.

The following National Flood Insurance Program Eligibility Requirements contained in the 2023 Hazard Mitigation Assistance Program and Policy Guide apply to any project involving the alteration of existing structures, to include Mitigation Reconstruction projects that are sited within an SFHA.

- a. When the project is implemented, all structures that will not be demolished or relocated out of the SFHA must be covered by a National Flood Insurance Program (NFIP) flood insurance policy to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.
- b. The SUBRECIPIENT (or property owner) must legally record with the county or appropriate jurisdiction's land records agency a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements as identified on page 244 of the 2023 Hazard Mitigation Assistance Program and Policy Guide:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. § 5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to

maintain this property in accordance with the floodplain management criteria of 44 CFR § 60.3 and City/County Ordinance.”

- c. Copies of the recorded notices for each property will be provided to the DEPARTMENT at project closeout.

8. PROVISIONS APPLYING ONLY TO ACQUISITION OF PROPERTIES FOR OPEN SPACE

- a. The SUBRECIPIENT must ensure that prospective participants are informed in writing that property owner participation in this acquisition program is voluntary and that the SUBRECIPIENT will not use its eminent domain authority to acquire the property for the project purposes should negotiations fail.

Copies of the Statement of Voluntary Participation signed by each participating property owner will be provided to the DEPARTMENT by project close-out.

- b. The SUBRECIPIENT agrees that land acquired for open space purposes under this grant will be restricted in perpetuity to open space uses and will be unavailable for the construction of flood damage reduction levees, transportation facilities, and other incompatible purposes and agrees to comply with the requirements of 44 CFR Part 80 Property Acquisition and Relocation for Open Space.
- c. The SUBRECIPIENT agrees to prepare, execute and record Deed Restrictions for each affected property utilizing the current Model Deed Restriction provided on the FEMA website or available from the DEPARTMENT.

Copies of the recorded deed and attached deed restrictions for each property will be provided to the DEPARTMENT by project close-out.

- d. The SUBRECIPIENT accepts all of the requirements of the deed restriction governing the use of the land.
- e. The SUBRECIPIENT ensures that, prior to acquisition of the property, in consultation with the U.S. Army Corps of Engineers, it has addressed and considered the potential future use of these lands for the construction of flood damage reduction levees, has rejected consideration of such measures in the future in the project area, and instead has chosen to proceed with acquisition of permanent open space.

Documentation of this consultation and the SUBRECIPIENT's consideration of this issue will be provided to the DEPARTMENT by project close-out.

- f. The SUBRECIPIENT must, prior to acquisition of the property, consult with the Washington State Department of Transportation to ensure that no future planned improvements or enhancements are under consideration that will affect the proposed project area.

Documentation of this consultation will be provided to the DEPARTMENT by project close-out.

- g. The SUBRECIPIENT will remove existing buildings from acquired properties within 90 days of settlement. The SUBRECIPIENT will provide confirmation to the DEPARTMENT as to the date of demolition of each structure included in the project in its quarterly reports, as well as confirmation that the property has been returned to “natural” or park/open space condition.

The SUBRECIPIENT will provide digital latitude and longitude coordinates and digital photographs of each property site after project implementation to the DEPARTMENT by project close-out.

- h. The SUBRECIPIENT agrees to complete FEMA Form AW-501, NFIP Repetitive Loss Update Worksheet for each property identified on FEMA's Repetitive Loss list to document completion of mitigation on the property. The form is available on FEMA's Web site or available from the DEPARTMENT.

The SUBRECIPIENT will provide a copy of the completed form to the DEPARTMENT by project close-out.

- i. The SUBRECIPIENT agrees to comply with the requirements of 44 CFR § 80.19 Land Use and Oversight, which are incorporated into these conditions by reference. These requirements include, but are not limited to, the following (which are described further in the 2023 Hazard Mitigation Assistance Program and Policy Guide which are incorporated herein by reference):

1. Restriction on future disaster assistance for damages to the property.
2. Lists of allowable open space uses as well as uses generally not allowed on acquired open space land.
3. Provision for salvage of pre-existing structures and paved areas.
4. Requirements pertaining to future transfer of property interest.

5. Requirement for SUBRECIPIENT monitoring and inspection of the acquired property at least every 3 years. The SUBRECIPIENT will provide the DEPARTMENT with a report on the result of the inspection within 90 days of the inspection.
6. Provisions for enforcement of violation of open space requirements.

The Military Department Agrees To:

1. Provide staff coordination and input regarding grant administration for funding and technical assistance for project and reviews for mitigation construction projects, as necessary.
2. Except as otherwise provided in Article II, A.4, of this Agreement, reimburse Chelan County Department of Natural Resources within 45 days of receipt and approval of signed, dated invoice voucher(s) (state form A-19) with sufficient documentation of costs to include completion of tasks to date and dated invoices for goods and services purchased. Costs must be categorized according to the budget item and cost classification shown in the Project Budget, Attachment 5. The DEPARTMENT will return invoices to the SUBRECIPIENT if the SUBRECIPIENT is unable to provide sufficient documentation within 15 calendar days of the DEPARTMENT's request for additional documentation to support the reimbursement request. Any reimbursement requests that are returned to the SUBRECIPIENT and are not returned within the 15 calendar days will be required to submit a revised reimbursement request with a new signature and date.
3. Coordinate with the staff of Chelan County Department of Natural Resources to schedule any sub-recipient monitoring, site visits or final inspections by DEPARTMENT staff.

PROJECT DEVELOPMENT SCHEDULE

SUBRECIPIENT: Chelan County Department of Natural Resources
 PROJECT TITLE: Upper Wenatchee Defensible Space

DESCRIPTION OF ACTIVITY/TASK	SCHEDULED COMPLETION DATE (months)
<i>Outreach</i>	3 Months
<i>Site visits and structure assessments, 20 structures minimum</i>	3 Months
<i>Site Work, 20 Structures</i>	5 Months
<i>Final Inspections, maintenance plan initiation, reimbursements</i>	1 Month
<i>Outreach</i>	3 Months
<i>Site visits and structure assessments, 30 structures minimum</i>	3 Months
<i>Site Work, 30 Structures</i>	5 Months
<i>Final Inspections, maintenance plan initiation, reimbursements</i>	1 Month
<i>Outreach</i>	3 Months
<i>Site visits and structure assessments, 30 structures minimum</i>	3 Months
<i>Site Work, 30 Structures</i>	5 Months
<i>Final Inspections, maintenance plan initiation, reimbursements</i>	1 Month
<i>Grant Closeout and Final Reporting</i>	3 Months
Total Time Required to Complete This Project: 39 months	
Quarterly Reports Due on Project Progress, Final Project Report and all documentation, site visits and inspections.	July 15, 2025; October 15, 2025; January 15, 2026; April 15, 2026; July 15, 2026 Final Report

PROJECT BUDGET

SUBRECIPIENT: Chelan County Department of Natural Resources
 PROJECT TITLE: Upper Wenatchee Defensible Space

<i>APPROVED BUDGET CATEGORY</i>	<i>ESTIMATED COST</i>
Pre-Award Costs	\$9,697.60
Project Management Costs, Legal Expenses	\$72,148.00
Site Work	\$185,721.60
Miscellaneous – (Personnel, fringe benefits, travel, supplies)	\$9,970.80
	<i>Project Total</i> \$277,538.00
SubMC – This category is restricted to eligible grant administration costs, including indirect costs, and is limited to 5% of eligible <i>project</i> expenditures. The amount shown here reflects the maximum amount available, based on the approved project budget.	\$13,876.00
TOTAL (Project Total + SubMC):	
\$291,414.00	
<p>Tracking and Reporting Project Costs: Project expenses for which reimbursement is sought must be tracked and reported by approved budget cost categories, above. Documentation of expenditures by approved budget cost categories should be made on a separate spreadsheet or table and included with each A-19. Supporting documentation of all costs shall include, but not be limited to: tracking of staff time spent on the project through timesheets or other similar documentation; dated invoices from contractors and subcontractors for work completed; dated invoices for goods and services purchased; and documentation of in-kind contributions of personnel, equipment and supplies.</p> <p>Final Payment: Final payment of any remaining, or withheld, funds will be made upon submission by the SUBRECIPIENT within 60 days of completion of the project of the final report and an A-19, Voucher Distribution, and completion of all final inspections by the DEPARTMENT. Final payment also may be conditioned upon a financial review, if determined necessary by the DEPARTMENT. Adjustments to the final payment may be made following any audits conducted by the DEPARTMENT, Washington State Auditor's Office, the United States Inspector General, or their authorized representatives.</p>	

Per 2023 Hazard Mitigation Assistance Program and Policy Guide, no cost overruns will be funded. If costs exceed the maximum amount of FEMA funding approved, the SUBRECIPIENT shall pay the costs in excess of the approved budget.

A request for additional funds to cover a cost overrun may be granted by the DEPARTMENT and FEMA only if funds are available within the HMGP ceiling for this disaster, (FEMA-FM-5395-WA). A request for additional funds must be fully documented and justified.

SIGNATURE AUTHORIZATION FORM (SAF)

WASHINGTON MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on page 2 before completing this form.

NAME OF ORGANIZATION

Chelan County Natural Resources Department

DATE SUBMITTED

6/25/25

CONTRACT / PROJECT DESCRIPTION

Upper Wenatchee Defensible Space

CONTRACT NUMBER

D25-063

1. AUTHORIZING AUTHORITY

PHYSICAL SIGNATURE	E-SIGNATURE	PRINT OR TYPE NAME	TITLE
		Shon Smith	Commissioner
		Kevin Overbay	Commissioner
		Brad Hawkins	Commissioner

2. AUTHORIZED TO SIGN CONTRACTS / AMENDMENTS

PHYSICAL SIGNATURE	E-SIGNATURE	PRINT OR TYPE NAME	TITLE
		Mike Kaputa	Director

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

PHYSICAL SIGNATURE	E-SIGNATURE	PRINT OR TYPE NAME	TITLE
		Sofia Bjorklund	Finance Manger
		Mike Kaputa	Director

**Washington State Military Department
HAZARD MITIGATION GRANT AGREEMENT FACE SHEET**

1. Subrecipient Name and Address: Chelan County Natural Resources Department 411 Washington St. Suite 201 Wenatchee, WA 98801		2. Total Grant Amount (excl. SubMC): \$56,000 State: \$7,000.00 Federal: \$42,000.00 Local: \$7,000.00 SubMC: \$0.00		3. Grant Number: D25-066	
4. Subrecipient Contact, phone/email: Mike Kaputa / 509-670-3935 Mike.kaputa@co.chelan.wa.us		5. Grant Start Date: March 06, 2020		6. Grant End Date: June 04, 2026	
7. Department Program Manager, phone/email: Tim Cook, (253) 512-7072 tim.cook@mil.wa.gov		8. Unique Entity ID (UEI): GQLWQNMFUJ5		9. UBI # (state revenue): 048006925	
10. Funding Authority: Washington State Military Department (the "DEPARTMENT"), and Federal Emergency Management Agency (FEMA)					
11. Federal Funding Identification #: FM-5182-WA FM-5182-06-R		12. Federal Award Date March 6, 2020		13. Assistance Listing # & Title: 97.039 (HMGP)	
14. Program Index # & OBJ/SUB-OBJ: (Fed) 784FF NZ, (State) 782FS NZ			15. TIN or SSN: 91-6001297		
16. Service Districts: (BY LEGISLATIVE DISTRICT): 12th (BY CONGRESSIONAL DISTRICT): 8th		17. Service Area by County(ies): Chelan County		18. Women/Minority-Owned, State Certified?: N/A NO YES, OMWBE # _____	
19. Contract Classification: Personal Services <input type="checkbox"/> Client Services <input type="checkbox"/> Public/Local Gov't <input checked="" type="checkbox"/> <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			20. Contract Type (check all that apply): Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input checked="" type="checkbox"/> Intergovernmental (RCW 39.34) _____ Interagency _____		
21. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" Competitive Bidding 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 _____			22. 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 checked="" type="checkbox"/> OTHER		
23. PURPOSE/DESCRIPTION: FEMA's Hazard Mitigation Grant Program provides grants for mitigation planning and cost-effective mitigation actions after a Presidential disaster declaration to reduce the risk of loss of life and property damage in future disasters Title: Lake Wenatchee Wildfire Resilience Pilot Project . The purpose of this Agreement is to provide funds to the SUBRECIPIENT for the herein proposed project as noted in Statement of Work and/or Description of the Project (Attachment 3), Project Development Schedule (Attachment 4), Project Budget (Attachment 5), and the FEMA approved project application, each of which are incorporated herein by this reference. The DEPARTMENT is the Recipient and Pass-through Entity of the FM-5182-06 Lake Wenatchee Wildfire Resilience Pilot Project 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, including all referenced attachments which are hereby incorporated and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment 1); General Terms and Conditions (Attachment 2); Statement of Work and/or Description of Project (Attachment 3); Project Development Schedule (Attachment 4); Project Budget (Attachment 5); 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: <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> 1. Applicable Federal and State Statutes and Regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Schedule, and Budget </div> <div style="width: 48%;"> 4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference </div> </div>					
WHEREAS the parties hereto have executed this Agreement on the day and year last specified below. <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> FOR THE DEPARTMENT: <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>Signature _____</div> <div>Date _____</div> </div> <div style="margin-top: 5px;">Regan Anne Hesse, Chief Financial Officer Washington State Military Department</div> </div> <div style="width: 48%;"> FOR THE SUBRECIPIENT: <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>Signature _____</div> <div>Date _____</div> </div> <div style="margin-top: 5px;">Mike Kaputa, Director Chelan County Natural Resources Department</div> </div> </div> <div style="margin-top: 20px;"> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> BOILERPLATE APPROVED AS TO FORM: <u>Dierk Meierbachtol</u> 4/4/2023 Assistant Attorney General </div> <div style="width: 48%;"> APPROVED AS TO FORM: _____ Date </div> </div> </div>					

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

ARTICLE I. KEY PERSONNEL:

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

SUBRECIPIENT		MILITARY DEPARTMENT	
Name	Mike kaputa	Name	Tim Cook
Title	Natural Resources Director	Title	State Hazard Mitigation Officer
E-Mail	Mike.kaputa@co.chelan.wa.us	E-Mail	tim.cook@mil.wa.gov
Phone	509-670-3935	Phone	253-512-7072
Name	Erin McKay	Name	Ryan Chandler
Title	Forest Health and Open Space	Title	HMA Program Supervisor
E-Mail	Erin.McKay@CO.CHELAN.WA.US	E-Mail	Ryan.Chandler@mil.wa.gov
Phone	(509) 630-5303	Phone	(253) 512-7460
Name		Name	Logan Mast
Title		Title	HMA Program Coordinator
E-Mail		E-Mail	Logan.Mast@mil.wa.gov
Phone		Phone	(253) 512-7023

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 DHS/FEMA applicable to the HMGP program including, but not limited to, all criteria, restrictions, and requirements of the Presidential Disaster Declaration, the federal regulations commonly applicable to FEMA grants, and the FEMA Award Letter and its attachments, all of which are incorporated herein by reference.

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

A. STATE AND FEDERAL REQUIREMENTS FOR HAZARD MITIGATION GRANTS:

The following requirements apply to all DHS/FEMA Hazard Mitigation Grants administered by the DEPARTMENT.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

- a. The SUBRECIPIENT must make a case-by-case determination whether each agreement it makes for the disbursement of HMGP funds received under this Agreement casts the party receiving the funds in the role of a SUBRECIPIENT or contractor in accordance with 2 CFR 200.331.
- b. If the SUBRECIPIENT becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of HMGP funds, including, but not limited to, those contained in 2 CFR 200.
 - ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to **FM-5182-06**, including, but not limited to,

all criteria, restrictions, and requirements of the Presidential Disaster Declaration HMGP document, the Manual, the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants.

- iii. The SUBRECIPIENT shall be responsible to the DEPARTMENT for ensuring that all HMGP federal award funds provided to its subrecipients, and associated matching funds, are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment 2 of this Agreement.

2. PROJECT FUNDING

The DEPARTMENT will administer FM-5182-06 and will pass through the federal match and commit the available state match. The SUBRECIPIENT will commit the required local match.

- a. The total cost of the project for the purposes of this Agreement is \$56,000.00 dollars; PROVIDED that, if the total cost of the project when completed, or when this Agreement is terminated, is actually less than above, the actual cost shall be substituted herein.
- b. The value of the contributions by the SUBRECIPIENT to the project shall be \$7,000.00 dollars, or 12.5 percent, at minimum, of the total project cost. The SUBRECIPIENT's contributions may be cash or in-kind, must be from a non-federal source, must be reasonable, allowable and allocable, and must comply with all Federal requirements and regulations.
- c. When the DEPARTMENT enters into an agreement with the Federal Emergency Management Agency (FEMA) to contribute federal funds to this project, that federal contribution will be \$42,000.00 dollars, or 75 percent of the total project cost, whichever is less.
- d. The value of the contributions by the DEPARTMENT to the project shall be \$7,000.00 dollars, or 12.5 percent, at minimum, of the total project cost and is contingent on legislative approval of DEPARTMENT funding pursuant to the prerequisites provided in subsection g. The DEPARTMENT's contributions must be from a non-federal source and must comply with all Federal requirements and regulations.
- e. The Federal Emergency Management Agency (FEMA) has contributed federal funds for SUBRECIPIENT Management Costs (SubMC). SubMC includes costs for administering the grant and indirect costs. This federal contribution is in addition to the federal award for project costs and is suitable for 100% reimbursement for eligible expenses. The maximum amount available for SubMC is \$0.00 dollars, limited to 5% of the eligible project expenditures for administrative, indirect, or overhead costs, whichever is less.
- f. The DEPARTMENT shall not be obligated to pay any amount beyond that set out in Subsections c, d, and e above, unless that additional amount has been approved in advance by both the DEPARTMENT and SUBRECIPIENT and is incorporated by written amendment into this Agreement.
- g. 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.
- h. A written amendment will be required if the SUBRECIPIENT expects cumulative transfers between project budgets, as identified in the Project budget (Attachment 5) and the Statement of Work and/or description of Project (Attachment 3), to exceed 10% of the Grant Agreement Amount. Any changes to project budgets other than in compliance with this paragraph will not be reimbursed.

3. GRANT AGREEMENT PERIOD

Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall only be those after the obligation of federal funds on March 06, 2020 and shall terminate on June 04, 2026. This period shall be referred to herein as the Grant Agreement Period and/or Period of Performance, unless expressly stated otherwise. Costs incurred during the Grant Agreement Period shall include pre-award costs authorized in writing by FEMA as well as eligible costs incurred after the effective date of the Grant Agreement Period and before termination.

- a. The SUBRECIPIENT shall complete the project as described in the FEMA approved project application FM-5182-06, incorporated in and made a part of this Agreement by reference, and as described in Attachments 3, 4, and 5. In the event of extenuating circumstances, the SUBRECIPIENT may request, in writing, that the DEPARTMENT extend the deadline for Grant Agreement completion.
- b. The Grant Agreement Period shall only be extended by (1) written notification of FEMA approval of the Grant Agreement Period followed by execution of a mutually agreed written amendment, or (2) written notification from the DEPARTMENT to the SUBRECIPIENT addressing extensions of the DEPARTMENT'S underlying federal grant performance period or to provide additional time for completion of the SUBRECIPIENT's project(s).
- c. No expenditure made, or obligation incurred, before or after the Grant Agreement Period shall be eligible, in whole or in part, for grant funds with the exception of pre-award costs authorized in writing by FEMA. In addition to any remedy the DEPARTMENT may have under this Agreement, the amounts set out in Article II, section A.2 **Project Funding**, above, may be reduced to exclude any such expenditure from participation.
- d. Failure to complete the project in a timely manner, as outlined in Attachment 4, is a material breach of this Agreement for which the DEPARTMENT is entitled to termination or suspension under Attachment 2, section A.37.

4. REIMBURSEMENT AND BUDGET REQUIREMENTS

The DEPARTMENT, using mitigation funds from PL 93-288, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, and the State of Washington, for the HMGP program, shall issue payments to the SUBRECIPIENT as follows:

- a. All payment requests shall be made to the SUBRECIPIENT upon submission and approval of eligible, reimbursable work completed and billed on an A-19, form, State of Washington Invoice Voucher Distribution. Approval is subject to receipt of acceptable documentation by the DEPARTMENT, to include, but not limited to, copies of receipts for all goods and services purchased, copies of invoices from contractors and subcontractors for work completed, and copies of timesheets for staff involved with the project, sign-in/sign-out sheets for donated personnel and/or volunteer time spent on the project, and documentation to support other in-kind contributions.
- b. The DEPARTMENT reserves the right to withhold disbursement of up to 10 percent of the total project cost to the SUBRECIPIENT until the project has been completed and given final approval by the DEPARTMENT.
- c. Final Payment: Final payment of any remaining, or withheld, funds will be made within 60 days after submission by the SUBRECIPIENT of the final report, final A-19, Voucher Distribution, and completion of all final inspections by the DEPARTMENT.

Final payment by the DEPARTMENT also may be conditioned upon a financial review, if determined necessary by the DEPARTMENT. Adjustments to the final payment may be made following any audits conducted by the DEPARTMENT, Washington State Auditor's Office, the United States Inspector General, or their authorized representatives.
- d. Within the total Grant Amount of this Agreement, budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.

- e. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Amount of this Agreement.
- f. For travel costs, SUBRECIPIENT shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT's Key Personnel.
- g. 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.
- h. The SUBRECIPIENT will submit reimbursement requests to the DEPARTMENT by submitting a properly completed State A-19 Invoice Form, Interagency Electronic Funds Transfer, or Agency/Business invoice with support documentation detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted by email to both the DEPARTMENT's Hazard Mitigation Program Coordinator and the Program Manager no later than the due dates listed within the Grant Timeline (Attachment 4), but not more frequently than monthly.
- i. 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.
- j. If applicable, no costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the SUBRECIPIENT, its contractor, or any non-federal entity to which the SUBRECIPIENT makes a subaward, and is invoiced by the vendor.
- k. Failure to timely submit complete reports and reimbursement requests as required by this Agreement (including but not limited to those reports in the Project Development Schedule Attachment 4) will prohibit the SUBRECIPIENT from being reimbursed until such complete reports and reimbursement requests are submitted and the DEPARTMENT has had reasonable time to conduct its review. Final reimbursement requests will not be approved for payment until the SUBRECIPIENT is current with all reporting requirements contained in this Agreement.
- l. 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.

5. REPORTING REQUIREMENTS

In addition to the reports as may be required elsewhere in this Agreement, the SUBRECIPIENT shall promptly prepare and submit the following reports to the DEPARTMENT's Key Personnel:

- a. Quarterly progress reports, no later than the 15th day following the end of the fiscal quarter, indicating the status of the project, to include a brief narrative on progress during the quarter. The report 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 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.

- b. A final report when the project is completed, prematurely terminated, or project assistance is terminated. The report shall include a final accounting of all expenditures and a description of work accomplished. If the project is not completed, the report shall contain an estimate of the percentage of completion, and shall indicate the degree of usefulness of the completed project. The report shall account for all expenditures not previously reported and shall include a summary for the entire project.
- c. The SUBRECIPIENT shall submit a quarterly progress report describing current activities as outlined in the Timeline.
- d. The SUBRECIPIENT shall submit a Final Report with final reimbursement no later than 45 days after Agreement End Date.
- e. The SUBRECIPIENT shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the DEPARTMENT an *Audit Certification/FFATA* Form. This form is required to be completed once per calendar year, per SUBRECIPIENT, and not per agreement. The DEPARTMENT'S Contracts Office will request the SUBRECIPIENT submit an updated form at the beginning of each calendar year in which the SUBRECIPIENT has an active agreement.

6. PROCUREMENT

- a. The SUBRECIPIENT shall comply with all procurement requirements of 2 CFR Part 200.317 through 200.327 and as specified in the General Terms and Conditions, **Attachment 2**, A.11.
- b. For all contracts expected to exceed \$250,000, the DEPARTMENT may request pre-procurement documents, such as request for proposals, invitations for bids and independent cost estimates. This request may apply to any non-federal entity to which the SUBRECIPIENT makes a subaward, at which point the SUBRECIPIENT will be responsible for reviewing and approving procurement requests of any non-federal entity to which the SUBRECIPIENT makes an award.
- c. For all sole source contracts expected to exceed the micro-purchase threshold per 2 CFR 200.1, the SUBRECIPIENT must submit justification to the DEPARTMENT for review and approval. This requirement must be passed on to any non-federal entity to which the SUBRECIPIENT makes a subaward, at which point the SUBRECIPIENT will be responsible for reviewing and approving sole source justifications to any non-federal entity to which the SUBRECIPIENT makes an award.

7. TIME EXTENSIONS

A time extension request for Agreement completion must be submitted by the SUBRECIPIENT to the DEPARTMENT no later than 60 days before the end of the Period of Performance. A time extension request must be in writing and identify the project, the reason the project will not be completed within the approved Period of Performance, 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 timely submit a complete time extension request may result in denial of the time extension and loss of funding for the project.

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> along with the signed Agreement. The SUBRECIPIENT shall complete and return the form to the DEPARTMENT each fiscal year

thereafter until the Agreement is closed. The form is incorporated by reference herein and made a part of this Agreement.

- c. Monitoring activities may include, but are not limited to:
 - i. Review of financial and performance reports;
 - ii. Monitoring and documenting the completion of Agreement deliverables;
 - iii. Documentation of phone calls, meetings, e-mails, and correspondence;
 - iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements;
 - v. Observation and documentation of Agreement related activities, such as exercises, training, funded events, and equipment demonstrations; and
 - 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, 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.

9. CLOSE-OUT

To initiate close-out, the SUBRECIPIENT is required to certify in writing the date completed and total amount expended on the project on FINAL PROJECT REPORT form to the DEPARTMENT. After receipt of the FINAL PROJECT REPORT form, the DEPARTMENT will conduct a site inspection and review supporting documentation for compliance with the requirements of the Agreement.

Prior to project close-out, the SUBRECIPIENT shall provide the DEPARTMENT with acceptable documentation supporting compliance with the Agreement. General documentation supporting compliance with the Agreement typically includes, but is not limited to, the following:

- a. Photographs of the structures or properties involved in the project **prior** to project implementation **and after** project implementation.
- b. Digital geospatial coordinates (latitude and longitude) for each structure with an accuracy of ± 20 meters (64) feet.
- c. Certificate of occupancy or equivalent documentation from the appropriate regulatory authority for each structure to certify it is code-compliant.
- d. Certification that the SUBRECIPIENT has met the environmental and historic preservation conditions of the grant award as described in this Agreement.
- e. Copies of all compliance and consultation documentation required by the grant award as described in the Agreement (e.g., coastal zone management consistency determination from Department of Ecology).
- f. Copies of all documentation related to inspection for and removal and disposal of asbestos and other hazardous materials from each property.

Specific additional documentation requirements for projects to acquire properties for open space include, but are not limited to, the following:

- a. Signed Statement of Voluntary Participation from the owner of each acquired property.
- b. Documentation of dates of acquisition and structure demolition or removal from property for each property.
- c. Copy of recorded open space deed restrictions for each acquired property.
- d. Copy of the AW-501 form filed with the NFIP for each acquired repetitive loss property.

- e. Documentation of consultation with the Army Corps of Engineers and Washington State Department of Transportation regarding future use of each property.

Specific additional documentation requirements for projects to elevate structures above the base flood elevation include, but are not limited to, the following:

- a. Photographs of the structures prior to elevation, and front, rear and side photos post-elevation.
- b. Copies of the pre-project elevation certificate for each structure, or documentation of methodology used to calculate the first-floor elevations.
- c. Copies of the post-project elevation certificate for each structure.
- d. Copies of the certificate of occupancy for each elevated structure to certify that it is code compliant.
- e. Certification by an engineer, floodplain manager or other senior official of the SUBRECIPIENT that each completed structural elevation is in compliance with local ordinances and NFIP regulations and technical bulletins.
- f. Copy of the AW-501 form filed with the NFIP for each elevated repetitive loss property.
- g. Copies of proof of flood insurance for each elevated structure.
- h. Copies of the recorded deed restriction related to maintenance of flood insurance for each property within the Special Flood Hazard Area.

The DEPARTMENT will consult with the SUBRECIPIENT regarding other documentation requirements of the Agreement throughout the Period of Performance.

The SUBRECIPIENT is required to retain all documentation which adequately identifies the source and application of all mitigation grant funds for six years following the closure of this grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

10. 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>.

11. ENVIRONMENTAL AND HISTORICAL PRESERVATION

- a. The SUBRECIPIENT shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) program. EHP program information can be found at <https://www.fema.gov/grants/guidance-tools/environmental-historic>, which is incorporated into and made a part of this Agreement.
- b. Projects that have historical impactors or the potential to impact the environment, including, but not limited to, construction of communication towers; modification or

renovation of existing buildings, structures and facilities; or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed, also require a DHS/FEMA EHP review before project initiation.

- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- d. The SUBRECIPIENT agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed, and FEMA approval received by the SUBRECIPIENT, before any work is started** for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process, and receipt of approval by the SUBRECIPIENT will not be reimbursed.

12. ADDITIONAL SPECIAL CONDITIONS

a. Construction Documents, Contracts, Change Orders

- i. Construction Document Approval: Upon request, the SUBRECIPIENT agrees to submit one copy of all construction plans and specifications to the DEPARTMENT prior to solicitation of bids. This request is to ensure bid set consistency with the subgrant's approved scope of work.
- ii. 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. Copies of all bids and contracts awarded shall be submitted to the DEPARTMENT upon request. Where all bids are substantially in excess of project estimates, the DEPARTMENT may, by notice in writing, suspend the project for determination of appropriate action, which may include termination of the Agreement.
- iii. Construction Change Order: All change orders must be in writing and shall be submitted to the DEPARTMENT. The SUBRECIPIENT shall pay any increase in the cost of the project as the result of a change order, unless the DEPARTMENT has agreed to the change with a written amendment to this Agreement.

13. EQUIPMENT AND TRACKABLE ASSETS MANAGEMENT

- a. If applicable, the SUBRECIPIENT and any non-federal entity to which the SUBRECIPIENT makes a subaward shall comply with 2 CFR 200.317 through 200.327, and all Washington State procurement requirements, when procuring any equipment or trackable assets under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200 to include but not limited to:
 - i. Upon successful completion of the terms of this Agreement, all equipment and trackable assets purchased through this Agreement will be owned by the SUBRECIPIENT, or a recognized non-federal entity to which the SUBRECIPIENT has made a subaward, for which a contract or other means of legal transfer of ownership is in place.
 - ii. All equipment, and trackable assets as applicable, purchased under this Agreement will be recorded and maintained in the SUBRECIPIENT's inventory system.
 - iii. Inventory records shall include:
 - A. Description of the property
 - B. Manufacturer's serial number, or other identification number

- C. Funding source for the property, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11)
 - D. Assistance Listings Number (formerly CFDA Number) (Face Sheet, Box 13)
 - E. Who holds the title
 - F. Acquisition date
 - G. Cost of the property and the percentage of federal participation in the cost
 - H. Location, use, and condition of the property at the date the information was reported
 - I. Disposition data including the date of disposal and sale price of the property.
- iv. The SUBRECIPIENT shall take a physical inventory of the equipment, and trackable assets as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the SUBRECIPIENT to determine the cause of the difference. The SUBRECIPIENT shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
 - v. The SUBRECIPIENT shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and trackable assets including all questions of liability. The SUBRECIPIENT shall develop appropriate maintenance schedules and procedures to ensure the equipment and trackable assets are well maintained and kept in good operating condition.
 - vi. The SUBRECIPIENT shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the DEPARTMENT'S Key Personnel.
 - vii. The SUBRECIPIENT must obtain and maintain all necessary certifications and licenses for the equipment.
 - viii. If the SUBRECIPIENT is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement trackable assets or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the SUBRECIPIENT must comply with the following procedures:
 - A. For Trackable assets: If there is a residual inventory of unused trackable assets exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the trackable assets are not needed for any other federal award, the SUBRECIPIENT must retain the trackable assets for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
 - B. For Equipment:
 - 1. Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.
 - 2. Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. The SUBRECIPIENT shall compensate the

- ix. Records for equipment shall be retained by the SUBRECIPIENT for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the SUBRECIPIENT until all litigation, claims, or audit findings involving the records have been resolved.
- b. The SUBRECIPIENT shall comply with the DEPARTMENT'S Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Unless Expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- d. If funding is allocated to emergency communications, the SUBRECIPIENT must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at <https://www.cisa.gov/safecom/funding>, ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.
- e. Effective August 13, 2020, FEMA recipients and SUBRECIPIENT, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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

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

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The SUBRECIPIENT must pass through equipment and trackable assets management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the SUBRECIPIENT makes a subaward under this Agreement.

B. DHS FFY23 STANDARD TERMS AND CONDITIONS

As a SUBRECIPIENT of HMGP funding, the SUBRECIPIENT shall comply with all applicable FEMA/DHS terms and conditions of the FEMA Award Letter and its associated documents for DHS, which are incorporated in and made a part of this Agreement.

**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. "Agreement" means this Grant Agreement.
- b. "**DEPARTMENT**" means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the DEPARTMENT, or any of the officers or other officials lawfully representing that DEPARTMENT. The DEPARTMENT is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a SUBRECIPIENT under this Agreement.
- c. "**SUBRECIPIENT**" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the DEPARTMENT. However, the definition of "SUBRECIPIENT" is the same as in 2 CFR 200.93 for all other purposes.
- d. "**Monitoring Activities**" means all administrative, construction, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- e. "**Project**" means those actions funded through the Hazard Mitigation Assistance Grant 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.

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 B.3. Statement of Assurances of the Hazard Mitigation Assistance Program and Policy Guide dated March 23, 2023.

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 200.327, Contract Provisions.

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

1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#)), and

[3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or SUBRECIPIENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or SUBRECIPIENT must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the 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. 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 200.327. The SUBRECIPIENT must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the SUBRECIPIENT and DEPARTMENT to make a determination on eligibility of project costs.
17. 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 Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the SUBRECIPIENT and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.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 Agreement. 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 Agreement 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: Chelan County Natural Resources Department, 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 e-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.

STATEMENT OF WORK AND/OR DESCRIPTION OF PROJECT

SUBRECIPIENT: Chelan County Natural Resources Department
 PROJECT TITLE: Lake Wenatchee Wildfire Resilience Pilot Project

The purpose of this project is for Chelan County Natural Resources Department and Chelan County Fire District #9 (CCFD9) to reduce the risk and spread of wildfire in Lake Wenatchee and neighboring communities by targeting at-risk properties in CCFD9 for ignition-resistant retrofits and hazardous fuels reduction.

This project will involve conducting and completing the following elements:

1. Coordination for participating property owners, development of home assessments and a defensible space maintenance plan with each participating homeowner.
2. Assist homeowners in the planning and installation of ignition-resistant retrofits. This can include but is not limited to, work such as roof- replacements, wall components, protection of fuel tanks, external water hydration and thermal insulation systems.
3. Implement defensible space treatments through means of mechanical thinning, trimming, clearing of trees, brush, and debris from areas with high likelihood of ignition.

A specific and more detailed scope of work is found in the FEMA approved Project Application FM-5182-06, which is incorporated herein by reference.

Chelan County Natural Resources Department Agrees To:

1. Comply with the terms of this Agreement and all Attachments, including but not limited to, accomplish tasks and conditions outlined in the Statement of Work And/Or Description of Project (Attachment 3), comply with the Project Development Schedule-Attachment 4, and comply with the Project Budget (Attachment 5).
2. Submit quarterly reports that cover the previous three months no later than the 15th of the following month (or the next work day) in January, April, July and October until all requirements are fulfilled. Quarterly reports are required regardless of the level of work completed during the reporting period. Quarterly reports must include sufficient narrative to determine the degree to which the project has been implemented, the estimated time for completion, and significant developments such as delays or adverse conditions that might raise costs or delay completion, as well as favorable conditions allowing lower costs or earlier completion. Failure of the SUBRECIPIENT to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments until a complete quarterly report is received by the DEPARTMENT. SUBRECIPIENT is required to return all final closeout documentation to the DEPARTMENT within 45 days following the Period of Performance End Date determined by FEMA's Notice of Award. The DEPARTMENT reserves the right to withhold the final reimbursement request until final closeout documentation is submitted by the SUBRECIPIENT to the satisfaction of the DEPARTMENT. No final reimbursements shall be paid if submitted more than 60 days after the Period of Performance End Date.
3. Submit pen-and-ink signed, approved invoice vouchers (state form A-19) for eligible, reimbursable work completed, no more frequently than monthly and no less frequently than quarterly. Each billing must identify the task(s) completed and any other funding identification pertinent to the task(s), including match. Supporting documentation is required for all costs, to include tracking of staff time spent on the project through timesheets or other documentation approved by the DEPARTMENT; dated invoices from all contractors and subcontractors for work completed; dated invoices for goods and services purchased; and documentation tracking in-kind contributions of personnel, equipment and supplies, if used on the project. Project costs must be tracked and reported by approved budget cost categories as found in Project Budget, Attachment 5. Documentation of expenditures by approved budget cost categories should be made on a separate spreadsheet or table and included with each A-19, along with documentation to substantiate all project costs.
4. Return by DEPARTMENT staff of invoices to the SUBRECIPIENT if the SUBRECIPIENT is unable to provide sufficient documentation to staff within 15 calendar days of the staff's written request for additional documentation to support the reimbursement request.
5. Submit a signed final project report before final reimbursement is made by the DEPARTMENT.
6. **PROGRAMMATIC, ENVIRONMENTAL AND HISTORIC PRESERVATION CONDITIONS**

In completing this project, the SUBRECIPIENT must adhere to the following programmatic, environmental and historic preservation conditions:

- a. Scope of Work Change: Requests for changes to the Scope of Work after grant award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the application, the feasibility and effectiveness of the project, or reduce the Benefit Cost Ratio below 1.0. Requests must be supported by adequate justification, including a description of the proposed change; a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity.

A proposed change to the approved Scope of Work (as presented in the FEMA approved project application) must be submitted to the DEPARTMENT and FEMA in advance of implementation for re-evaluation for compliance with National Environmental Policy Act (NEPA) and other Laws and Executive Orders. Prior approval for a change to the approved Scope of Work must be obtained from the DEPARTMENT and FEMA before the change is implemented. Failure to obtain prior approval for a revised Scope of Work could result in ineligibility of resulting costs.

- b. Comply with all applicable federal, state and local laws and regulations. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding provided by this Agreement.
- c. Ensure that all completed work is in compliance with applicable state and local buildings codes and flood damage prevention legislation.
- d. Monitor site work during ground-disturbing activities for evidence of potential archaeological resources that are uncovered. SUBRECIPIENT must halt the project in the event historically or archaeologically significant materials or sites (or evidence thereof) are discovered. By way of example, such evidence may include, but is not limited to, artifacts such as arrowheads, bone fragments, pottery shards, and features such as fire pits or structural elements. All reasonable measures must be taken to avoid or minimize harm to such resources until such time as the SUBRECIPIENT notifies the DEPARTMENT, and FEMA, in consultation with the State Historic Preservation Officer (SHPO) and appropriate Native American tribes, determines appropriate measures have been taken to ensure that the project is in compliance with the National Historic Preservation Act. In addition, upon discovery of human skeletal remains, the SUBRECIPIENT is required by state law to notify the county coroner and local law enforcement in the most expeditious manner possible and to immediately stop any activity which may cause further ground disturbance.
- e. Determine the presence of hazardous materials and/or toxic waste, and identifying, handling, managing, abating and disposing of such materials in accordance with the requirements and to the satisfaction of the governing local, state and federal agencies, including but not limited to the Washington Department of Ecology. Such materials may include, but are not limited to, asbestos, lead-based paint, propane cylinders, sand blasting residue, discarded paints and solvents, cleaning chemicals, containers of pesticides, lead-acid batteries, items containing chlorofluorocarbons (CFCs), motor oil and used oil filters, and unlabeled tanks or containers.
- f. Conduct work during the non-flood season as determined by the local floodplain administrator. However, should construction be required during the flood season, as determined by the local floodplain administrator, all construction equipment shall be staged in an area not susceptible to flood events or be readily transportable out of the floodplain to minimize flood damage.
- g. Dispose of all debris at an approved and permitted location. No debris shall be temporarily staged or disposed of in a floodplain and/or a wetland.
- h. Confirm with the State Department of Ecology whether this project will require a consistency determination under the Coastal Zone Management Act. If required, the SUBRECIPIENT shall obtain and comply with all requirements of the determination prior to starting the project.
- i. Select, implement, monitor, and maintain Best Management Practices (BMPs) to control soil erosion and sedimentation, reduce spills and pollution, and provide habitat protection. The acquisition site shall be stabilized from erosion and silt laden runoff by implementing these BMPs and securing the site from transient vehicle access. Any excavation and/or grading shall be done within and/or adjacent to the existing building footprint area and not beyond undisturbed portions of the site.
- j. Resubmit the project to the DEPARTMENT and FEMA prior to implementation if any in-water work will occur or if any work will occur below the ordinary high water mark of any water resource in the area, so further coordination/consultation can take place with the National Marine Fisheries Service (NMFS) to determine whether appropriate measures have been taken to ensure the project is in compliance with the Endangered Species Act.

- k. Resubmit the project to the DEPARTMENT and FEMA for re-evaluation for compliance with national environmental policies if the "Project Limits" (including clearing, excavation, temporary staging, construction, and access areas) extend into: 1) an area not previously identified for environmental and historic preservation review, or 2) previously undisturbed ground. Additionally, all work on the project in these areas must stop until this re-evaluation is completed.
- l. National Historic Preservation Act Section 106 requirement: All proposed repair and construction activities on buildings listed in or eligible for the National Register of Historic Places (historic properties) should be done in-kind to match existing materials and form. In-kind means that the result of the proposed activities will match all physical and visual aspects of existing historic materials, including form, color and workmanship. In-kind mortar also will match the strength and joint tooling of existing historic mortar.
- m. Cost overruns in excess of the approval budget are fully the responsibility of the SUBRECIPIENT, including those costs resulting from a change in the Scope of Work. The project must remain cost effective (i.e., Benefit Cost Ratio of 1.0 or greater) in the event of cost overrun.

A request for additional funds to cover a cost overrun may be granted by the DEPARTMENT and FEMA only if funds are available within the HMGP ceiling for this disaster, (FEMA-(Grant round)). A request for additional funds must be fully documented and justified.

7. SPECIAL FLOOD HAZARD AREA REQUIREMENTS

Pursuant to the Flood Disaster Protection Act of 1973, those structures that remain in the Special Flood Hazard Area (SFHA) after the implementation of the mitigation project, flood insurance must be maintained for the life of the structure. The SFHA is defined as the land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year.

The following National Flood Insurance Program Eligibility Requirements contained in the 2023 Hazard Mitigation Assistance Program and Policy Guide apply to any project involving the alteration of existing structures, to include Mitigation Reconstruction projects that are sited within an SFHA.

- a. When the project is implemented, all structures that will not be demolished or relocated out of the SFHA must be covered by a National Flood Insurance Program (NFIP) flood insurance policy to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.
- b. The SUBRECIPIENT (or property owner) must legally record with the county or appropriate jurisdiction's land records agency a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements as identified on page 244 of the 2023 Hazard Mitigation Assistance Program and Policy Guide:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. § 5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR § 60.3 and City/County Ordinance."

- c. Copies of the recorded notices for each property will be provided to the DEPARTMENT at project closeout.

8. PROVISIONS APPLYING ONLY TO ACQUISITION OF PROPERTIES FOR OPEN SPACE

- a. The SUBRECIPIENT must ensure that prospective participants are informed in writing that property owner participation in this acquisition program is voluntary and that the SUBRECIPIENT will not use its eminent domain authority to acquire the property for the project purposes should negotiations fail.
Copies of the Statement of Voluntary Participation signed by each participating property owner will be provided to the DEPARTMENT by project close-out.
- b. The SUBRECIPIENT agrees that land acquired for open space purposes under this grant will be restricted in perpetuity to open space uses and will be unavailable for the construction of flood damage reduction levees, transportation facilities, and other incompatible purposes and agrees to comply with the requirements of 44 CFR Part 80 Property Acquisition and Relocation for Open Space.

- c. The SUBRECIPIENT agrees to prepare, execute and record Deed Restrictions for each affected property utilizing the current Model Deed Restriction provided on the FEMA website or available from the DEPARTMENT.

Copies of the recorded deed and attached deed restrictions for each property will be provided to the DEPARTMENT by project close-out.

- d. The SUBRECIPIENT accepts all of the requirements of the deed restriction governing the use of the land.
- e. The SUBRECIPIENT ensures that, prior to acquisition of the property, in consultation with the U.S. Army Corps of Engineers, it has addressed and considered the potential future use of these lands for the construction of flood damage reduction levees, has rejected consideration of such measures in the future in the project area, and instead has chosen to proceed with acquisition of permanent open space.

Documentation of this consultation and the SUBRECIPIENT's consideration of this issue will be provided to the DEPARTMENT by project close-out.

- f. The SUBRECIPIENT must, prior to acquisition of the property, consult with the Washington State Department of Transportation to ensure that no future planned improvements or enhancements are under consideration that will affect the proposed project area.

Documentation of this consultation will be provided to the DEPARTMENT by project close-out.

- g. The SUBRECIPIENT will remove existing buildings from acquired properties within 90 days of settlement. The SUBRECIPIENT will provide confirmation to the DEPARTMENT as to the date of demolition of each structure included in the project in its quarterly reports, as well as confirmation that the property has been returned to "natural" or park/open space condition.

The SUBRECIPIENT will provide digital latitude and longitude coordinates and digital photographs of each property site after project implementation to the DEPARTMENT by project close-out.

- h. The SUBRECIPIENT agrees to complete FEMA Form AW-501, NFIP Repetitive Loss Update Worksheet for each property identified on FEMA's Repetitive Loss list to document completion of mitigation on the property. The form is available on FEMA's Web site or available from the DEPARTMENT.

The SUBRECIPIENT will provide a copy of the completed form to the DEPARTMENT by project close-out.

- i. The SUBRECIPIENT agrees to comply with the requirements of 44 CFR § 80.19 Land Use and Oversight, which are incorporated into these conditions by reference. These requirements include, but are not limited to, the following (which are described further in the 2023 Hazard Mitigation Assistance Program and Policy Guide which are incorporated herein by reference):

1. Restriction on future disaster assistance for damages to the property.
2. Lists of allowable open space uses as well as uses generally not allowed on acquired open space land.
3. Provision for salvage of pre-existing structures and paved areas.
4. Requirements pertaining to future transfer of property interest.
5. Requirement for SUBRECIPIENT monitoring and inspection of the acquired property at least every 3 years. The SUBRECIPIENT will provide the DEPARTMENT with a report on the result of the inspection within 90 days of the inspection.
6. Provisions for enforcement of violation of open space requirements.

The Military Department Agrees To:

1. Provide staff coordination and input regarding grant administration for funding and technical assistance for project and reviews for mitigation construction projects, as necessary.
2. Except as otherwise provided in Article II, A.4, of this Agreement, reimburse Chelan County Natural Resources Department within 45 days of receipt and approval of signed, dated invoice voucher(s) (state form A-19) with sufficient documentation of costs to include completion of tasks to date and dated invoices for goods and services purchased. Costs must be categorized according to the budget item and cost classification shown in the Project Budget, Attachment 5. The DEPARTMENT will return invoices to the SUBRECIPIENT if the SUBRECIPIENT is unable to provide sufficient documentation within 15 calendar days of the DEPARTMENT's request for additional documentation to support the reimbursement request. Any reimbursement requests that are returned to the SUBRECIPIENT and are not returned within the 15 calendar days will be required to submit a revised reimbursement request with a new signature and date.

3. Coordinate with the staff of Chelan County Natural Resources Department to schedule any sub-recipient monitoring, site visits or final inspections by DEPARTMENT staff.

PROJECT DEVELOPMENT SCHEDULE

SUBRECIPIENT: Chelan County Natural Resources Department
 PROJECT TITLE: Lake Wenatchee Wildfire Resilience Pilot Project

DESCRIPTION OF ACTIVITY/TASK	SCHEDULED COMPLETION DATE
Landowner coordination	2 months
Project design	2 months
Contribution contract preparation	2 months
Building permits and utility agreements	3 months
Solicit contractor bids, quotes and contract award for work	4 months
Removal of landscaping and existing ignition-resistant materials	5 months
Construction of ignition-resistant materials	3 months
Installation of fire wise landscaping	3 Months
Contract closeout documents (run concurrently)	18 Months
Total Time Required to Complete This Project: 24 months	
NOTE: Some of the above activities may occur concurrently. The above activities may vary from the noted number of months to complete, which are only estimates.	
Quarterly Reports Due on Project Progress, Final Project Report and all documentation, site visits and inspections.	April 15, 2020 July 15, 2020 October 15, 2020 January 15, 2021 April 15, 2021 July 15, 2021 October 15, 2021 January 15, 2022 April 15, 2022 July 15, 2022 October 15, 2022 January 15, 2023 April 15, 2023 July 15, 2023 October 15, 2023 January 15, 2024 April 15, 2024 July 15, 2024 October 15, 2024 January 15, 2025 April 15, 2025 July 15, 2025 October 15, 2025 January 15, 2026 April 15, 2026 July 15, 2026 (Final Report)

PROJECT BUDGET

SUBRECIPIENT: Chelan County Natural Resources Department
 PROJECT TITLE: Lake Wenatchee Wildfire Resilience Pilot Project

APPROVED BUDGET CATEGORY	ESTIMATED COST
Pre-Award Costs	\$3,000.00
Project Management Costs, Legal Expenses, etc.	\$2,500.00
Site Work (Defensible Space)	\$22,000.00
Construction/Defensible Space Costs (Ignition-resistant retrofits)	\$28,000.00
Travel	\$500.00
	<i>Project Total</i> \$56,000.00
SubMC – This category is restricted to eligible grant administration costs, including indirect costs, and is limited to 5% of eligible <i>project</i> expenditures. The amount shown here reflects the maximum amount available, based on the approved project budget.	\$0.00
TOTAL (Project Total + SubMC):	
\$56,000.00	
<p>Note: \$6,015.11 previously expended under D20-019</p> <p>Tracking and Reporting Project Costs: Project expenses for which reimbursement is sought must be tracked and reported by approved budget cost categories, above. Documentation of expenditures by approved budget cost categories should be made on a separate spreadsheet or table and included with each A-19. Supporting documentation of all costs shall include, but not be limited to: tracking of staff time spent on the project through timesheets or other similar documentation; dated invoices from contractors and subcontractors for work completed; dated invoices for goods and services purchased; and documentation of in-kind contributions of personnel, equipment and supplies.</p> <p>Final Payment: Final payment of any remaining, or withheld, funds will be made upon submission by the SUBRECIPIENT within 60 days of completion of the project of the final report and an A-19, Voucher Distribution, and completion of all final inspections by the DEPARTMENT. Final payment also may be conditioned upon a financial review, if determined necessary by the DEPARTMENT. Adjustments to the final payment may be made following any audits conducted by the DEPARTMENT, Washington State Auditor's Office, the United States Inspector General, or their authorized representatives.</p>	

A request for additional funds to cover a cost overrun may be granted by the DEPARTMENT and FEMA only if funds are available within the HMGP ceiling for this disaster, (FEMA-FM-5182-WA). A request for additional funds must be fully documented and justified.

SIGNATURE AUTHORIZATION FORM (SAF)

WASHINGTON MILITARY DEPARTMENT

Camp Murray, Washington 98430-5122

Please read instructions on page 2 before completing this form.

NAME OF ORGANIZATION

Chelan County Natural Resources Department

DATE SUBMITTED

7/2/25

CONTRACT / PROJECT DESCRIPTION

Lake Wentachee Wildfire Resilience Pilot Project

CONTRACT NUMBER

D25-066

1. AUTHORIZING AUTHORITY

PHYSICAL SIGNATURE	E-SIGNATURE	PRINT OR TYPE NAME	TITLE
		Shon Smith	Commissioner
		Kevin Overbay	Commissioner
		Brad Hawkins	Commissioner

2. AUTHORIZED TO SIGN CONTRACTS / AMENDMENTS

PHYSICAL SIGNATURE	E-SIGNATURE	PRINT OR TYPE NAME	TITLE
		Mike Kaputa	Director

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

PHYSICAL SIGNATURE	E-SIGNATURE	PRINT OR TYPE NAME	TITLE
		Sofia Bjorklund	Finance Manger
		Mike Kaputa	Director



RLR Cultural Resources, LLC

Archaeology and Historic Preservation

409 N Water Street, Ste 102, Ellensburg, WA 98926 Phone (509) 952-5130

chris@rlrcultural.com

Amendment 1 – Additional Consulting Services

This amendment is to provide additional consulting services for the Upper Wenatchee Forest Resilience Bond Project aquatic and terrestrial project needs, contracted under 'Proposal for a Cultural Resources Inventory of Three Culverts (C1, C12, C14), Chelan County, WA' project. Relevant scope, schedule, and budget for this amendment are attached.

Exhibit B includes the scope and budget for this amendment and is incorporated by this reference. This scope of work dated April 10, 2025 represents Amendment 1 to the original contract, dated October 15, 2024. The revisions and additions described within this Amendment 1 were not included in the original scope of work but would be beneficial to meeting the Upper Wenatchee Forest Resilience Bond project goals.

This Amendment 1 is intended to provide additional funding for one additional culvert known as the C-17 Deep Creek culvert and two non-commercial thinning units to be surveyed. The Scope includes a literature search, Archaeological Investigations Permit, pedestrian survey, shovel probe investigation within the APE, field documentation, project reporting, and final report that includes comments from USFS, DAHP, and Tribes for the culverts, and the same for the non-commercial thinning units with the exception of the final report, as the thinning units will be added as an addendum to an existing report covering the entirety of the Upper Wenatchee Forest Resilience Bond terrestrial treatments. The amount of this amendment is \$23,852.00 and will be completed on a time and materials basis.

Together with the value of the original contract, \$ 9,258.00, and the value of Amendment 1, the total contract value is now \$ 33,110.00

Company: Chelan County

Name: _____

Signature: _____

Title: _____

Date: _____

Consultant: RLR Cultural Resources, LLC

Name: Josh Allen

Signature: 

Title: Principal Investigator/Owner

Date: 7/2/2025



RLR Cultural Resources, LLC

Archaeology and Historic Preservation

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Phone (509) 952-5130

chris@rlrcultural.com

Exhibit B:

Deep_Clear Creek Culverts

4/28/2025

Task/Personnel	Function	Rate/hr.	Hours	Total
Project Management/Coordination	Title	Rate	Hours	Total
	Principal Investigator	\$130.00	3	\$390
	Total			\$390
Archival Research/Permit	Staff Archaeologist	\$102.00	2	\$204
	Total			\$204
Fieldwork- Pedestrian Survey	Archaeology Tech	\$91.00	6	\$546
	Archaeology Tech	\$91.00	6	\$546
	Total			\$1,092
Report Preparation/HPI Record	Staff Archaeologist	\$102.00	4	\$408
	Archaeology Tech	\$91.00	4	\$364
	Total			\$772
	TOTAL LABOR			\$2,458
Expenses	Mileage	\$0.67	134	\$90
	Total			\$90
	Total Estimated Cost-Cultural Resources			<u>\$2,548</u>
Josh Allen				28-Apr-25
Principal Investigator				
RLR Cultural Resources, LLC				



RLR Cultural Resources, LLC

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chris@rlrcultural.com

Projected Costs

Chiwawa Road Machine Thinning

6/18/2025

Task/Personnel	Function	Rate/hr.	Hours	Total
Project Management/Coordination	Title	Rate	Hours	Total
	Principal Investigator	\$130.00	12	\$1,560
	Total			\$1,560
Archival Research/Permit	Staff Archaeologist	\$102.00	24	\$2,448
	Total			\$2,448
Fieldwork- Pedestrian Survey	Staff Archaeologist	\$102.00	40	\$4,080
	Archaeology Tech	\$91.00	40	\$3,640
	Archaeology Tech	\$91.00	40	\$3,640
	Total			\$11,360
Report Preparation/HPI Record	Staff Archaeologist	\$102.00	12	\$1,224
	Archaeology Tech	\$91.00	16	\$1,456
	Total			\$2,680
	TOTAL LABOR			\$18,048
Expenses				
	Mileage	\$0.67	180	\$121
	Hotel	\$150.00	15	\$2,250
	Per Diem	\$59.00	15	\$885
	Total			\$3,256
Total Estimated Cost-Cultural Resources				<u>\$21,304</u>

Total Additional Cost: \$23,852



RLR Cultural Resources, LLC

Archaeology and Historic Preservation

409 N Water Street, Ste 102, Ellensburg, WA 98926 Phone (509) 952-5130

chris@rlrcultural.com

Chiwawa Road Machine Thinning Addendum Chelan County, WA

Thursday, June 19, 2025

Scope of Work

1. The archaeologist will conduct a brief literature search (via WISAARD) of relevant information on the history of the area. As an addendum field survey, RLR will not include a written record search section for the report in the assumption that the previous record search is adequate and included the 84-acre area.
2. RLR will prepare and submit an Archaeological Investigations Permit for the proposed pedestrian survey and shovel testing areas.
3. The archaeologist will conduct a pedestrian survey of the proposed work area and inspect all recently exposed subsurface material, including rodent burrows, cutbank surfaces, etc., for any evidence of human occupation.
4. The archaeologist will excavate 40cm shovel probes at a spacing of one shovel probe every five acres (approximately 17 total). Any located artifacts and/or features will be cataloged, described, photographed, and returned to the corresponding shovel test. Shovel testing will be determined by lead archaeologist and based upon a variety of factors, including ground visibility and visible bedrock, sensitivity, etc. The probes will be excavated to a minimum of 40 cm into sterile subsurface.
5. The archaeologist will photograph, draw, GIS map and otherwise document any physical surface or subsurface features found that are prehistoric, historic, or traditional use. The archaeologist will also document anything of historic significance related to the project, and its potential to qualify for the National Register of Historic Places.
6. RLR will submit *results of field findings only* which will include field methodology, results, NRHP Evaluations, and recommendations for any resources encountered in the 84-acre survey area. RLR will not prepare any other report section as part of this scope and assumes the previous report is considered adequate by reviewing parties. The results will include all appropriate maps, photos, sketches, site forms, and a bibliography of all consulted source material. Please call *Christopher Landreau (509) 952-5130* or *Josh Allen (208) 290-4008* if you have any questions.

Schedule: Fieldwork can be completed in the week of July 28th on the condition the USFS Archaeological Investigations Act permit has been improved. Fieldwork will be postponed if weather or fire prevent safe entry to the project area. The permit will be submitted within five business days of the award. The current review time is between two and four weeks. A report will be submitted within 30 days of fieldwork completion.

After comments from USFS, DAHP, and Tribal interests, a final results section will be issued within 30 days. If any unforeseen difficulties arise in the process, the client will be informed directly within two days by letter, and work schedules can be re-arranged. At no time does the final issuance of a report mean that the entire process is complete. There must be concurrence with Washington DAHP.

CHELAN COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC WORKS ISSUES

July 8, 2025

9:30 A.M. PUBLIC WORKS AGENDA
 Public Works Director/County Engineer Eric Pierson

DISCUSSION ITEMS:

1. Supplement No. 6 to Agreement No. 2022-03 with Perteet, Inc. for Totem Pole Road Improvement Project Phase 1, County Road Project 650 (CRP 650)
2. Call for Bids – Countywide Barrier Terminals – 2025, County Road Project 751 (CRP 751)
3. Call for Bids – Supplying 8B Solid Sodium Gradation Road Salt
4. Event Permit – Lake Chelan Poker Run Street Show
5. Open Item

ACTION ITEMS:

1. Approve Supplement No. 6 to Agreement No. 2022-03 with Perteet, Inc. for Totem Pole Road Improvement Project Phase 1, County Road Project 650 (CRP 650)
2. Approve Call for Bids – Countywide Barrier Terminals – 2025, County Road Project 751 (CRP 751)
3. Approve Call for Bids – Supplying 8B Solid Sodium Gradation Road Salt

10:00 A.M. Flood Control Zone District
 District Administrator Eric Pierson


**Washington State
Department of Transportation**

Supplemental Agreement Number <u>6</u>		Organization and Address	
Original Agreement Number 2022-03		Perteet, Inc. 2707 Colby Avenue, Suite 900 Everett, WA 98201 Phone: (425)322-0256	
Project Number CRP 650	Execution Date November 1, 2022	Completion Date February 28, 2026	
Project Title Totem Pole Road Improvement Project Phase I	New Maximum Amount Payable unchanged: \$559,612.64		
Description of Work Scope of work is unchanged, Supplement 6 is to update the rate table and ICR for Perteet.			

The Local Agency of Chelan County

desires to supplement the agreement entered in to with Perteet, Inc.

and executed on November 1, 2022 and identified as Agreement No. 2022-03

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

Unchanged.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Unchanged: February 28, 2026

III

Section V, PAYMENT, shall be amended as follows:

Total maximum payable unchanged. Updated ANTE (Exhibit D) for Perteet to updated rates, and updated WSDOT accepted ICR FYE 2024.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Crystal Donner

By: See Supplemental Signature Page

DocuSigned by:

gloa

DF09DF8A2C8FA7E71

Consultant Signature

Approving Authority Signature

Date

SUPPLEMENTAL SIGNATURE PAGE
STANDARD CONSULTANT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2025
between the Board of Chelan County Commissioners, hereinafter called the “AGENCY”,
and Perteet, Inc. hereinafter called the “CONSULTANT”. In witness where, the parties
hereto have executed this AGREEMENT as of the day and year first above written.

**BOARD OF CHELAN COUNTY
COMMISSIONERS**

SHON SMITH, Chairman

KEVIN OVERBAY, Commissioner

BRAD HAWKINS, Commissioner

ATTEST: ANABEL TORRES

Clerk of the Board

Approved As To Form:

STEWART R. SMITH
Deputy Prosecuting Attorney

Dated: _____

Exhibit D

<p align="center">Consultant All-Inclusive Rates Chelan County Totem Pole Road Preliminary Engineering</p>
--

Date: June 30, 2025
 Consultant: Perteet, Inc.
 Client: Chelan County

Job Classification	Direct Labor (DL)	Overhead:	Fixed Fee:	All Inclusive Hourly Billing Rate
		185.52% Overhead (OH x DL)	30.00% Fixed Fee % (Fee x DL)	
Principal	\$141.34	\$262.21	\$42.40	\$445.96
Director	\$124.44	\$230.86	\$37.33	\$392.63
Senior Associate	\$94.16	\$174.69	\$28.25	\$297.09
Senior Engineer/ Manager	\$84.89	\$157.49	\$25.47	\$267.84
Lead Engineer/ Manager	\$65.10	\$120.77	\$19.53	\$205.40
Cultural Resources Manager	\$62.16	\$115.32	\$18.65	\$196.13
Cultural Resources Specialist III	\$49.61	\$92.04	\$14.88	\$156.53
Cultural Resources Specialist II	\$45.00	\$83.48	\$13.50	\$141.98
Cultural Resources Specialist I	\$35.00	\$64.93	\$10.50	\$110.43
Senior Ecologist/ Senior Environmental Scientist	\$69.68	\$129.27	\$20.90	\$219.85
Lead Ecologist	\$61.00	\$113.17	\$18.30	\$192.47
Engineer III	\$66.75	\$123.83	\$20.03	\$210.61
Civil Designer II	\$50.96	\$94.54	\$15.29	\$160.79
Civil Designer I	\$39.38	\$73.06	\$11.81	\$124.25
Lead Environmental Scientist	\$61.36	\$113.84	\$18.41	\$193.60
Environmental Scientist III	\$42.12	\$78.14	\$12.64	\$132.90
Environmental Scientist II	\$39.00	\$72.35	\$11.70	\$123.05
Environmental Scientist I	\$35.00	\$64.93	\$10.50	\$110.43
Senior Planner	\$64.02	\$118.77	\$19.21	\$202.00
Lead Planner	\$62.00	\$115.02	\$18.60	\$195.62
Planner III	\$59.96	\$111.24	\$17.99	\$189.19
Planner II	\$45.00	\$83.48	\$13.50	\$141.98
Planner I	\$32.00	\$59.37	\$9.60	\$100.97
Lead Tech/ Designer	\$71.16	\$132.02	\$21.35	\$224.52
Technician III	\$40.17	\$74.52	\$12.05	\$126.74
Technician II	\$35.00	\$64.93	\$10.50	\$110.43
Technician I	\$29.00	\$53.80	\$8.70	\$91.50
Senior Office Engineer	\$63.00	\$116.88	\$18.90	\$198.78
Accountant	\$61.95	\$114.93	\$18.59	\$195.46
Clerical	\$39.64	\$73.54	\$11.89	\$125.07

Direct (Non-Salary) Reimbursable Expenses

GIS/Traffic Modeling	\$15 per hr.
Color Copies	\$.80 ea.
Mileage	@ current federal rate
Authorized Subconsultants	At Cost

Invoiced direct labor may be less than the maximum rate shown per job classification but will not exceed the maximum rate. Rates are subject to renegotiation annually from the anniversary of contract execution unless otherwise specified.



Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

June 18, 2025

Perteet, Inc
2707 Colby Avenue, Suite 900
Everett, WA 98201

Subject: Acceptance FYE 2024 ICR – CPA Report

Dear Denise M. Moan:


We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) of 185.52% of direct labor (rate includes 0.38% Facilities Capital Cost of Money) based on the "Independent CPA Report" prepared by Stambaugh Ness, Inc. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultanrates@wsdot.wa.gov.

Regards,


[Schatzie Harvey \(Jun 18, 2025 12:44 PM\)](#)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

CALL FOR BIDS
Countywide Barrier Terminals - 2025
CRP 751

Sealed bids will be received by the Board of Chelan County Commissioners at their office at 400 Douglas Street, Wenatchee, Washington 98801 until **9:30:00 A.M. on August 5, 2025**, and there publicly opened and read as soon thereafter as the matter may be heard for:

This Contract provides for the improvement of the Countywide Barrier Terminals - 2025, by constructing guardrail removal, guardrail anchor removal, concrete barrier removal, beam guardrail, beam guardrail terminals, crushed surfacing base course, HMA, curbing, project temporary traffic control, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The Chelan County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Project plans and specifications may be viewed at www.co.chelan.wa.us/public-works/pages/bidding-opportunities. A hard copy of the Project plans and specifications can be obtained from the office of the Chelan County Public Works Department, at 316 Washington Street, Suite 402, Wenatchee, Washington 98801. Public Works' telephone number is **509.667.6415**. A **non-refundable** \$50.00 fee is required in advance for each hard copy of the plans.

A bid deposit in the amount of 5% of the bid shall accompany each bid. Each bid shall be submitted in a sealed envelope marked on the outside as follows: **"SEALED BID FOR CRP 751, Countywide Barrier Terminals - 2025,"** on the outside of the envelope.

The Board of Chelan County Commissioners reserves the right to reject any or all bids for cause.

Dated at Wenatchee, Washington this 8th day of July, 2025.

BOARD OF COMMISSIONERS FOR
CHELAN COUNTY

SHON SMITH, Chair

KEVIN OVERBAY, Commissioner

ATTEST: ANABEL TORRES

Clerk of the Board

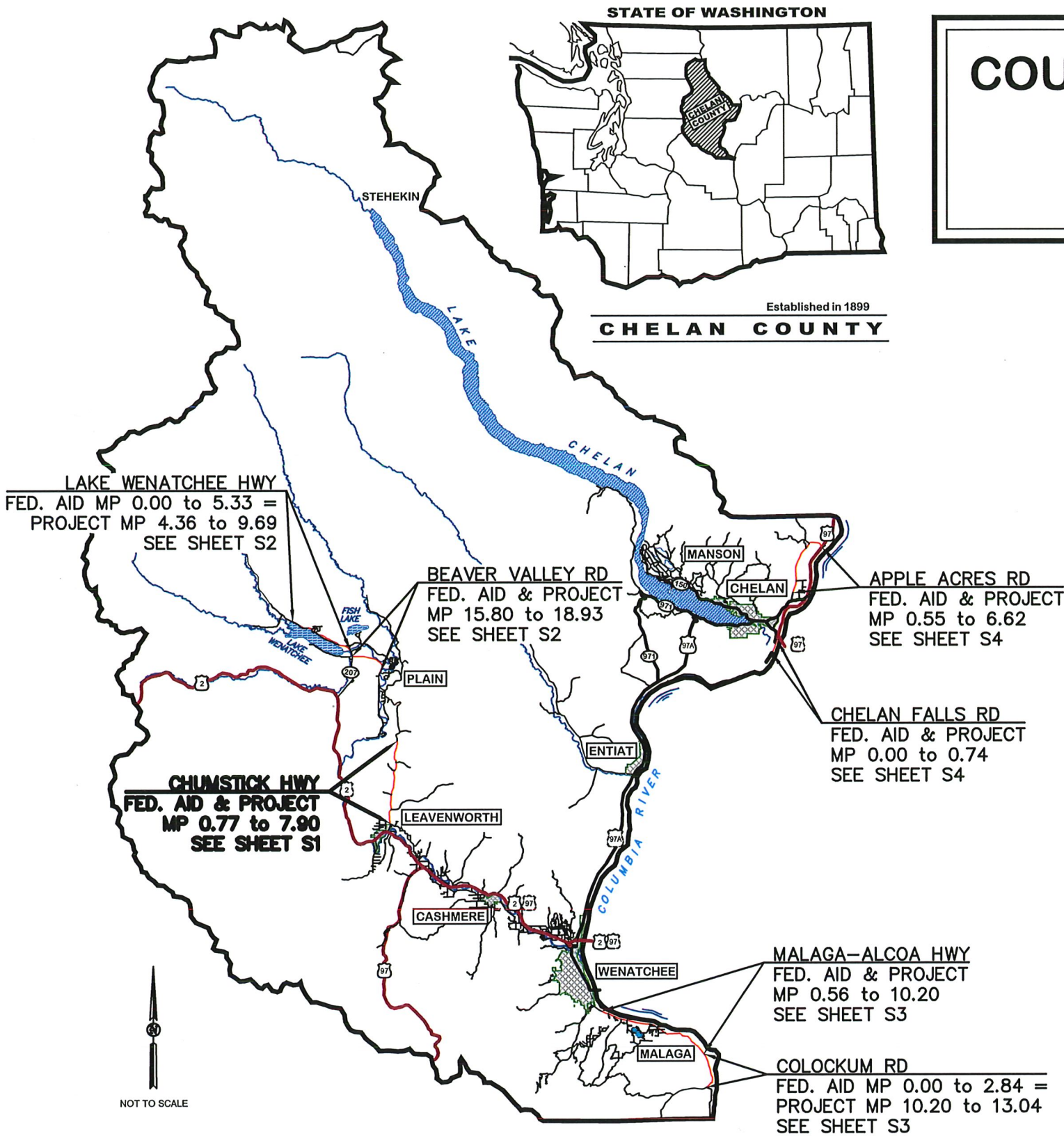
BRAD HAWKINS, Commissioner

COUNTYWIDE BARRIER TERMINALS - 2025

Road Safety Improvement Project

C.R.P. 751

Fed. Aid No. HSIP-000S(692)
Contract No. TA-7961



VICINITY MAP

INDEX		
SHEET NO.	DWG NO.	SHEET NAME
1	V1	COVER SHEET, VICINITY MAP & INDEX
2	S1	SUMMARY OF QUANTITIES & SITE MAP
3 - 5	S2 - S4	SITE MAP
6 - 8	QT1 - QT3	QUANTITY TABULATIONS
9 - 13	G1 - G5	GUARDRAIL DETAILS
14	DP1	DRAINAGE AND PAVING DETAILS
15	TC1	TRAFFIC CONTROL PLAN

FILE NAME: N:\Projects\CRP\CRP751_Countywide Barrier Terminals 2025\Design\Drawings\CRP751 Plan Sheets.dwg

DESIGNED BY:	REVISIONS	DATE
S. Honeycutt, PE		
REVIEWED BY: J. Patrick, PE		
E. Pierson, PE		
DRAWN BY: S. Honeycutt, PE		
PLOT DATE: 6/30/2025		

Approved Board of County Commissioners
Date



Chelan County Public
Works Department
316 Washington Street, Suite 402
Wenatchee, Washington, 98801
509. 667. 6415 www.co.chelan.wa.us



COUNTYWIDE
BARRIER TERMINALS - 2025
Roadway Safety Improvement Project
COVER SHEET, VICINITY MAP & INDEX

C.R.P. 751

Dwg. No. V1
Sheet No. 1

CALL FOR BIDS

Supplying 8B Solid Sodium Gradation Road Salt

Sealed bids will be received by the Board of Chelan County Commissioners at their office at 400 Douglas Street, Wenatchee, Washington 98801 until **9:30 a.m. on July 29, 2025**, and there publicly opened and read as soon thereafter as the matter may be heard for:

This Contract provides for supplying Chelan County Public Works with 8B Road Salt for maintenance operations for the 2025-2026 winter season, all in accordance with the Contract Provisions and the current Washington State Department of Transportation Standard Specifications and amendments.

The Chelan County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Complete specifications may be obtained from the office of the Chelan County Public Works, **509.667.6415**, 316 Washington Street, Suite 402, Wenatchee, Washington 98801.

All bids shall be marked “**SUPPLYING 8B SOLID SODIUM GRADATION ROAD SALT**” on the outside of envelope.

The Board of County Commissioners reserves the right to accept or reject any or all bids for cause.

Dated at Wenatchee, Washington this 8th day of July, 2025.

BOARD OF CHELAN COUNTY COMMISSIONERS

KEVIN OVERBAY, Chairman

SHON SMITH, Commissioner

BRAD HAWKINS, Commissioner

ATTEST: ANABEL TORRES

Clerk of the Board

Publish: Wenatchee World – July 8th, 15th and 22nd, 2025

Charge: Chelan County Public Works, 316 Washington Street, Suite 402, Wenatchee, WA 98801

EVE-25-012



CHELAN COUNTY

DEPARTMENT OF PUBLIC WORKS

316 WASHINGTON STREET

SUITE 402

WENATCHEE, WASHINGTON 98801

TELEPHONE (509) 667-6415

ERIC PIERSON, PE

DIRECTOR/COUNTY ENGINEER

RECEIVED

JUN 13 2025

CHELAN COUNTY
PUBLIC WORKS

EVENTS PERMIT

APPLICATION FOR EVENT OR ACTIVITY IN CHELAN COUNTY RIGHT-OF-WAY FEE: **\$250**

Permit must be received by Chelan County Public Works Department **ONE (1) MONTH** in advance of the event/activity date

APPLICANT INFORMATION		
Applicant (Print full name): Lake Chelan Boating Club		
Address: PO Box 325		
City: Chelan	State: WA	Zip: 98816
Phone No: 509+342-8242	Email: commodore@lcboatingclub.com	
ORGANIZER'S INFORMATION		
Organizer's True Name: Cheryl nelson		
Address: 117 Eldorado Way		
City: Chelan	State: WA	Zip: 98816
Phone No: 509-342-8242	Email: commodore@lcboatingclub.com	
UBI Number: 601-859-491		
NAME OF EVENT/ACTIVITY CONTACT: <i>Contacts must be on site during event in case they are needed by emergency responders</i>		
Name (Print): Cheryl Nelson		
Email: Commodore@lcboatingclub.com		
Cell Phone Number: 509-342-8242		
Alternate Contact Person: <i>Contacts must be on site during event in case they are needed by emergency responders</i>		
Organizer's True Name: Jeannete Krumm		
Email: krumm1936@gmail.com		
Cell Phone Number: 509-630-1325		

EVENT INFORMATION
Name of Event/Activity: Lake Chelan Poker Run Street Show
Type/Description of Event/Activity: Static boat show
Date(s) of Proposed Event/Activity: 7/11/2025
Times for Proposed Event/Activity: 3-10 PM

Describe proposed route on county right-of-way, including start and end points, assembling points, and parking (please submit a map illustrating the route and other pertinent information):

Close Wapato Way starting just west of Totem Pole rd and ending at Tike St.
Assembling area will be after turn around at Manson fire station and vehicles will be heading east on Wapato Lake Rd when parked, pass through access on Green Ave.

Estimated number of people, vehicles, and/or animals expected to participate or be included in the event/activity (please provide detailed information):

20-30 Boats and approx 200 in attendance

Proof of permissions for event/activity officials, participants, and spectators to enter onto private and public property in relation to this activity (please submit documentation):

Proof of authorizations from other involved jurisdictions (please submit documentation):

Name of organizer's insurance company and policy number for coverage of this event/activity (please submit a certificate/proof of insurance showing coverage's and an endorsement including Chelan County as additional insured and providing that the organizer's insurance policy shall be primary insurer for the event/activity):

Company:

Policy Number:

Describe organizer's previous experience with the conduct and administration of this type of event/activity:

13th year of event

Traffic plan, safety plan, race plan:

Detour from Totem Pole Rd to Boetzkes Ave to Manson Blvd, Local traffic can be detoured down Harris St to Pedoi St back to Wapato Way.

Pass through access on Green Ave

Will any road closure or lane/shoulder restrictions be needed? (Yes or No):

If yes, provide details:

IF A ROAD CLOSURE IS TO LAST IN EXCESS OF 12 HOURS, THE APPLICANT SHALL PUBLISH NOTICE IN A LOCAL PAPER AND POST ONSITE A MINIMUM OF 3 DAYS PRIOR TO THE CLOSURE IN ACCORDANCE WITH RCW 47.48.

Only Closed for 7 hours on Friday 7/11/25

Documentation for any requested waiver or exemption (please submit):

Other:

Plan for Event Clean-Up:

Applicant's Signature



6/13/2025 Chelan, WA

Date and Place

Printed Name: Cheryl Nelson

Title: Commodore, LCBC

For County Use Only

- ☐ Chapter 9.26 of the Chelan County Code is incorporated by this reference.
- ☐ See attached Exhibit(s) _____ - _____ for additional conditions and route modifications.
- ☐ Fire Districts notified: _____
- ☐ Permit fee of \$250.00 (copy of receipt attached).
- ☐ Payment in advance for necessary public safety personnel and equipment in the amount of \$_____ (copy of receipt and related documents attached).

Reviewed and Approved:

Permit is ☐ Approved ☐ Denied

Chelan County Public Works Department

Chelan County Sheriff's Office

By: _____

By: _____

Date: _____

Date: _____

For questions, we may be reached at the following address, phone, or email:

Chelan County Public Works Department
316 Washington St, Suite 402
Wenatchee WA 98801

(509) 667-6415 or public.works@co.chelan.wa.us



