



## Board of County Commissioners

Carolina Mejia, District 1 ♦ Gary Edwards, District 2 ♦ Tye Menser, District 3

Agenda for Meeting Date: **Tuesday, April 4, 2023**

### **Summary of Timed Items**

**2:00 p.m.) Call Meeting to Order**

**2:05 p.m.) Presentations**

### **2:00 p.m.) Call Meeting to Order**

- Pledge of Allegiance to be led by Commissioner Edwards
- Approval of the Tuesday, April 4, 2023 Agenda

### **2:05 p.m.) Presentations**

**Dept:** Commissioners

**Description:** National Public Health Week Proclamation

**Contact:** Jamie Caldwell, Clerk of the Board

**Action:** The Board of County Commissioners will proclaim the week of April 3rd to April 9th as National Public Health Week in Thurston County.



BoCC-AIS-2023-04-04-Commissioners-JamieCaldwell-0107.pdf  
PDF File  
392 KB

### **1) Opportunity for the Public to Address the Board**

### **2) County Manager's Update**

- a) **Item Description:** Follow-up on citizen issues
- b) **Item Description:** Other current issues

### **3) Consent Item(s) "a" and "b"**

a) **Dept:** Commissioners

**Description:** Appointment to the Boundary Review Board

**Contact:** Jamie Caldwell, Clerk of the Board

**Action:** Move to appoint Todd Hughes to the Boundary Review Board, for a 4-year term, with a term expiration of April 4, 2027.



BoCC-AIS-2023-04-04-Commissioners-JamieCaldwell-1627.pdf  
PDF File  
424 KB

b) **Dept:** Commissioners

**Description:** Appointment to the Housing Authority

**Contact:** Jamie Caldwell, Clerk of the Board

**Action:** Move to appoint Jim Cooper to the Housing Authority, for a 5-year term, with a term expiration of April 4, 2028.



BoCC-AIS-2023-04-04-Commissioners-JamieCaldwell-1745.pdf  
PDF File  
672 KB

## **Department Items**

### **4) Central Services**

- a)     **Description:** Voter Registration Design Contract  
          **Contact:** Jason Ashe, Facilities Services Manager  
          **Action:** Move to approve amendment 18 to contract #025-2018-660-1040-018 with Thomas Architecture Studios shall not exceed the amount of \$221,201 plus tax, and authorize the Assistant County Manager to execute the amendment and any future amendments that do not exceed 10%.



BoCC-AIS-2023-04-04-CentralServices-CodyFortman-2436.pdf  
PDF File  
688 KB

### **5) Community Planning and Economic Development**

- a)     **Description:** Set a Public Hearing for Open Space Tax Program Update - Farm and Agricultural Conservation Lands Eligibility Criteria (CPA-16)  
          **Contact:** Ashley Arai, Agriculture Community Program Manager  
          **Action:** Move to set a public hearing on updates to the Open Space Tax Program for Farm and Agricultural Conservation Lands Eligibility Criteria (CPA-16) for May 2, 2023 at 3:30 PM or as soon thereafter as the matter may be heard, in room 110 at 3000 Pacific Ave SE.



BoCC-AIS-2023-04-04-CommunityPlanningandEconomicDevelopment-AshleyArai-4102.pdf  
PDF File  
576 KB

### **6) Emergency Services**

- a)     **Description:** Execute Sole Source Contract with the National Fire Protection Association for Assessing Structure Ignition Potential from Wildfire Training.  
          **Contact:** Ben Miller-Todd, Emergency Services Director  
          **Action:** Move to approve the sole source contract with the National Fire Protection Association for Assessing Structure Ignition Potential from Wildfire training and authorize the Director of Emergency Services to execute the contract in the amount of \$60,970, and any amendments that do not exceed ten (10) percent.



BoCC-AIS-2023-04-11-EmergencyServices-BrandonCheney-1421.pdf  
PDF File  
3.15 MB

## 7) **Information Technology**

- a) **Description:** Annual voice infrastructure maintenance renewal - Tri-Tec 2023
- Contact:** Sherrie Ilg, Interim Director
- Action:** Move to approve the annual Tri-Tec Communications maintenance contract in the amount of \$49,377 and authorize the Interim Information Technology Director to execute the contract and any amendments that do not exceed 10% per year for up to 5 years.



BoCC-AIS-2023-04-04-  
InformationTechnology-  
ChrisKeller-1915.pdf  
PDF File  
280 KB

## 8) **Public Health and Social Services**

- a) **Description:** Contract with Catholic Community Services SW - Emergency Shelter Services for Veterans
- Contact:** Laniece Milam, Quality Assurance/Community Program Manager
- Action:** Move to approve the contract with Catholic Community Services Southwest in the amount of \$49,275.00 for the period January 1, 2023 through December 31, 2023 to provide shelter services including shelter stays for homeless veterans and their families at the Drexel House Emergency Shelter, and authorize the Director of Public Health and Social Services to sign the contract and amendments that do not exceed 10%.



BoCC-AIS-2023-04-11-  
PublicHealthandSocialSer-  
vices-  
CandaceMcCutchen-  
3255.pdf  
PDF File  
472 KB

## 9) **Public Works**

- a) **Description:** Resolution and Call for Sealed Bids for Furnishing a Supply of Various Asphalt Materials
- Contact:** Mike Lowman, Road Operations Manager
- Action:** Move to approve the resolution and call for sealed bids for furnishing a supply of various kinds of asphalt and road maintenance materials to the Public Works Department for annual road maintenance activities.



BoCC-AIS-2023-04-04-  
PublicWorks-  
AngelaCelestine-5018.pdf  
PDF File  
0.99 MB

## **10) County Manager**

### **a) Item Description:**

Commissioners will report on board work sessions and assigned committee meetings providing updates on actions taken as well as upcoming issues.

### **b) Item Description:**

The County Manager will review the Board of County Commissioners schedule for the week of April 04, 2023.

### **c) Item Description:**

Adjournment - Motion: Move to adjourn the Board of County Commissioners meeting of April 04, 2023.

**Disability Accommodations:** Room 110 is equipped with an assistive listening system and is wheelchair accessible. To request disability accommodations call the Reasonable Accommodation Coordinator at least 3 days prior to the meeting at 360-786-5440. Persons with speech or hearing disabilities may call via Washington Relay: 711 or 800-833-6388.



## Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date:

Date Created: 3/28/2023

Agenda Item #:

Created by: Jamie Caldwell, Clerk of the Board - Commissioners - 360-786-5440

Creator = Presenter? ☐ Yes ☐ No

Is this a presentation by more than one person? ☐

Presenter: **Jamie Caldwell, Clerk of the Board - Commissioners - 360-786-5440**

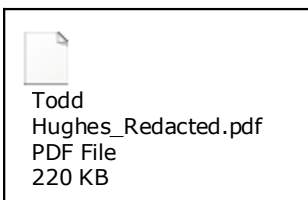
Item Title:

Appointment to the Boundary Review Board

Action Needed:

Class of Item:

### List of Exhibits



Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

Click Additional Attachment to attach more materials.

NOTE: If you attach a file and get a message saying " **You have chosen to attach a large file...** ", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☐

Budget Effect Summary? ☐

### Recommended Action:

Move to appoint Todd Hughes to the Boundary Review Board, for a 4-year term, with a term expiration of April 4, 2027.

### Item Description:

The Board provided direction during the 3/28/23 Agenda Setting Meeting.

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☐

Date Submitted: 3/28/2023



**Board of County Commissioners  
Citizen Advisory Boards and Commissions**

**Application**

Name: Todd A. Hughes

Mailing Address: [REDACTED] City: [REDACTED] State/ZIP [REDACTED]

Preferred Phone Number: [REDACTED] Email: [REDACTED]

Occupation: Retired

Advisory Board and Commission applying for: Thurston County Boundary Review Board

Available hours per month: 40

Briefly describe why you would like to serve.

I would like to serve the community as it has given much to my family and myself.

List your community involvement and dates.

Bigelow Park HOA 98/20/Treasurer/ACC, Capital Little League 17/22/Board/ground  
maintenece, Olympia Coin Club 21-23/member, Left Foot Organics12/14/board and  
volunteer. Tacoma-Lakewood Coin Club 07/23/board/secretary/current President

Describe your qualifications and skills that would be of benefit.

My skills and qualifications for the board position amount to having served on  
numerous boards and being able to listen to the facts and make reasonable and  
accurate decisions.

List your educational background and area of study.

My first time in college was at Hartnell CC in Salinas, Ca studying general studies and master carpentry  
in 1978-1980. My second go at college was at South Seattle CC where I studied Culinary Arts and was  
on the Student Council as a Senator and that was from 1986-1987.

Signature: [Signature]

Date: 13MAR23

*Return completed form to Jamie Caldwell, Clerk of the Board.*

*Jamie.Caldwell@co.thurston.wa.us*

*Thurston County Commissioners Office*

*2000 Lakeridge Dr SW, Olympia, WA 98502*

Tye Menser  
Thurston County Commissioner  
District 3  
March 7, 2023

Dear Commissioner Menser:

My name is Todd Hughes and I reside in your district. I have been a resident of Thurston County since 1997. I recently retired from 27 years in the food service industry. I have a 25 year old son who is disabled with cerebral palsy. Through the years, I've found individuals, organizations, and businesses within Thurston County are very supportive of families with handicapped children. Now that I am retired, I wish to give back to my community by volunteering for an organization involved with local governance.

One such organization that interests me is the Thurston County Boundary Review Board. The Board's responsibility is to review proposals for annexation by cities, towns and special districts for compliance with local comprehensive plans and statutory requirements contained in the Urban Growth Management Act. I understand there is a vacancy on the Boundary Review Board and the County is looking for a representative. In fact, I understand the County has been looking to fill this vacancy for some time. This possibility greatly interests me. I believe it presents an opportunity to assist and guide communities with orderly growth, much as my family was assisted with my son's growth, but on a larger scale. Please consider me for this position.

For many years I served on the Board of our Homeowners Association in various capacities. Other organizations I have been involved with include: the Tacoma-Lakewood coin club...a 65 year old organization. I currently serve as President. I have participated as a volunteer for Capital Little League the last 5 years in the position of groundskeeper and as a board member. Lastly, I was a volunteer board member of Left Foot Organics till its dissolution.

I will be honored to represent Thurston County on this Board, apply my experiences and learn more about local governance. Please do not hesitate to have your staff contact me if further information is required.

I am excited about being able to give back to my community in this manner. Thank you for your time and consideration.

Warmest regards,

Todd Hughes





## Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date:

Date Created: 3/28/2023

Agenda Item #:

Created by: Jamie Caldwell, Clerk of the Board - Commissioners - 360-786-5440

Creator = Presenter? ☐ Yes ☐ No

Is this a presentation by more than one person? ☐

Presenter: **Jamie Caldwell, Clerk of the Board - Commissioners - 360-786-5440**

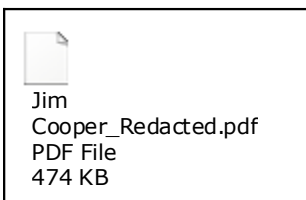
Item Title:

Appointment to the Housing Authority

Action Needed:

Class of Item:

### List of Exhibits



Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

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Clearance from other Departments? ☐

Budget Effect Summary? ☐

### Recommended Action:

Move to appoint Jim Cooper to the Housing Authority, for a 5-year term, with a term expiration of April 4, 2028.

### Item Description:

The Board provided direction during the Agenda Setting Meeting on 3/28/23.

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☐

Date Submitted: 3/28/2023





Board of County Commissioners  
Citizen Advisory Boards and Commissions

Application

Name: Jim Cooper

Mailing Address: [REDACTED] City: [REDACTED] State/ZIP: [REDACTED]

Preferred Phone Number: [REDACTED] Email: [REDACTED]

Occupation: CEO

Advisory Board and Commission applying for: Housing Authority

Available hours per month: 5+ as needed

Briefly describe why you would like to serve.

I bring a wealth of housing policy, board and nonprofit experience. I believe I can play a helpful role in guiding the organization and telling the story about HATC in the region.

List your community involvement and dates.

Olympia City Council- 2011-Present, City finance committee chair for 5 years, founding chair of Regional Housing Council.

Describe your qualifications and skills that would be of benefit.

25 years of non profit and government leadership experience. Excellent skills & experience in policy & governance, finance, facilitation, tax policy, community organizing.

List your educational background and area of study.

AA Liberal Arts Transfer degree and some additional work toward BS in Science and Education. Emergency Medical Technician.

Signature: Jim Cooper

Digitally signed by Jim Cooper  
Date: 2022.09.30 15:50:03 -0700

Date: 9/30/2022

*Return completed form to Jamie Caldwell, Clerk of the Board.*

*Jamie.Caldwell@co.thurston.wa.us*

*Thurston County Commissioners Office*

*2000 Lakeridge Dr SW, Olympia, WA 98502*



## Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date:

Date Created: 3/16/2023

Agenda Item #:

Created by: Cody Fortman, Procurement & Contracts Specialist II - Central Services - 360-867-2096

Creator = Presenter? ☐ Yes ☐ No

Is this a presentation by more than one person? ☐

Presenter: **Jason Ashe, Facilities Services Manager - Central Services - 360-867-2943**

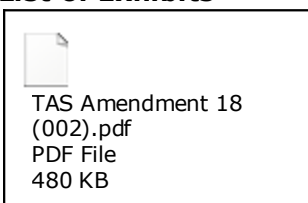
Item Title:

Voter Registration Design Contract

Action Needed:

Class of Item:

### List of Exhibits



TAS Amendment 18  
(002).pdf  
PDF File  
480 KB

Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

Click Additional Attachment to attach more materials.



File Attachment



File Attachment



File Attachment

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Clearance from other Departments? ☐

Budget Effect Summary? ☐

### Recommended Action:

Move to approve amendment 18 to contract #025-2018-660-1040-018 with Thomas Architecture Studios shall not exceed the amount of \$221,201 plus tax, and authorize the Assistant County Manager to execute the amendment and any future amendments that do not exceed 10%.

### Item Description:

Based on the prior Feasibility Study for the Mottman Complex Thomas Architecture will work with County Auditor Elections on the design of the renovations to the Voter Registration. This will include exterior improvements as well as tenant improvements to building 3 at the Mottman Complex for Voter Registration .

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☐

Date Submitted: 3/24/2023

CONTRACT FOR ARCHITECTURAL CONSULTING SERVICES  
THURSTON COUNTY/THOMAS ARCHITECTURE STUDIOS, INC.  
AMENDMENT NO. 18

This CONTRACT AMENDMENT is made and entered into between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 2000 Lakeridge Drive S.W., Olympia, Washington 98502, hereinafter "**COUNTY**," and **THOMAS ARCHITECTURE STUDIOS, INC.** a Washington corporation, located at 525 Columbia Street SW, Olympia, Washington, 98501, hereinafter "**CONSULTANT**."

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Contract No. 025-2018-660-1040-000 executed on August 8, 2018, shall be amended as follows:

1. Section 2 shall be amended to read as follows: attachment

For Thurston County Mottman Complex - Building 3 Voter Registration TI project described in Attachment A

The not-to exceed sum for the above work shall be \$221,201 detailed in Attachment B. Work shall be completed by no later than April 1, 2024.

2. Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract remain in full force and effect.

Executed in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CONSULTANT:

For  
BOARD OF COUNTY COMMISSIONERS  
Thurston County, Washington

Firm: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

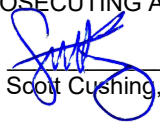
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Central Services Department

Approved as to form:

JON TUNHEIM  
PROSECUTING ATTORNEY

By:  \_\_\_\_\_

Scott Cushing, Senior Deputy Prosecuting Attorney



March 27, 2023

Jason Ashe, Facilities Services Manager  
Thurston County  
2000 Lakeridge Drive SW  
Olympia, WA. 98502

RE: Thurston County Mottman Complex - Building 3 Voter Registration TI  
2915 Ferguson St. SW Tumwater WA. 98512  
TAS PROJECT #BD2317

Dear Jason;

Based on the prior Feasibility Study and the direction to proceed with construction documents for building 3 Voter Registration TI, the following will serve as a summary of Thomas Architecture Studio's (TAS) A&E Scope of Service for amendment #17 to our base on-call services contract:

**SCOPE OF WORK:**

**EXISTING SITE:**

1. Thurston County Mottman Complex - Building 3 Voter Registration TI – 2915 Ferguson St. SW Tumwater WA. 98512. Renovation to existing building including exterior addition and improvements as well as tenant improvements for the Thurston County Auditors Office – Voter Registration Division.

**DOCUMENTS PROVIDED:**

1. Current drawing backgrounds and elevations of existing facility and proposed revisions from our recent Feasibility Study. Fees and schedule based on recently generated feasibility study documents for building #3.

**OWNER REQUESTED PROGRAM:**

1. To expand the current facility in order to accommodate needs and programmatic growth of the voter registration department to better serve Thurston County.
- 2.

**OWNER REQUESTED BUDGET:**

1. Construction cost estimate of \$1,800,000.

**SCHEDULE:**

1. See attachment 'B' Project Schedule.

**CONSULTANT SERVICES REQUIRED DURING THE DESIGN PHASE:**

TAS will contract with Hultz BHU for plumbing and mechanical engineering support services, PCS for Structural support services, Patrick Harron & Associates for Civil, and Acker Consulting for cost estimating services and incorporate their input onto the permit drawings.

**FEES & REIMBURSABLE EXPENSES:**

See Attachment 'A' ARCHITECTURAL FEE SUMMARY for Design Team fees which are based on Attachment 'B' PROJECT SCHEDULE (as stated above), and attachment 'C' SCOPE OF WORK.

**FEE SCHEDULE:**

1. TAS Hourly Rates based on Amendment #13 (2021 Fee Schedule):
  - a. Principal: \$250/hr
  - b. Project Manager: \$150/hr
  - c. Project Architect: \$150/hr
  - d. Associate Architect & Admin. Support: \$100/hr

**CHANGES TO FEES:**

1. If for any reason the scope of work is changed from that listed above, a commensurate adjustment in the architectural fees will be negotiated between Owner and Architect prior to work proceeding.
2. For any additional work requested, TAS will first identify the additional scope of work being requested and provide the Owner with a fixed fee for the additional scope of work (assuming a clear scope of work can be defined). If a clear scope of work cannot be defined, TAS will proceed forward at Owner's written direction on an hourly basis until such time that a clear scope of work can be defined.
3. TAS Hourly Rates (only applies to Owner approved additional services):
  - a. See above fee schedule

**EXPENSE REIMBURSEMENTS:**

1. See base on-call services contract for list of potential expenses.
2. Owner will be invoiced for actual expenses plus 15% markup.
3. Reimbursables incurred will be itemized with each monthly invoice.

**PAYMENTS FOR SERVICES:**

1. TAS will invoice on a monthly basis based on the work accomplished to-date.

**GENERAL TERMS AND CONDITIONS:**

This is a proposed amendment to our base ON-CALL SERVICES contract which outlines general terms and conditions.

**ACCEPTANCE AND AUTHORIZATION TO PROCEED:**

By signing this Agreement, which includes the General Terms and Conditions attachment to the Agreement, as well as any and all other attachments to the Agreement, Owner agrees the Agreement is acceptable and approved. If Owner is a legal entity (e.g., a corporation, partnership, or limited liability company), then the person who signs on behalf of Owner warrants and certifies that he or she has the authority to bind Owner to this Agreement.

If you have any questions about any of the above, please do not hesitate to contact me. Thank you once again for the opportunity to provide services to you on this project.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'Amos Callender', is written over a horizontal line.

Thomas Architecture Studios  
Amos Callender, AIA, Associate Principal

Attachments:

- Attachment 'B' – Architectural Fee Summary
- Attachment 'C' – Project Schedule
- Attachment 'D' – Scope of Work

TASK		HOURLY RATE / HOURS PER TASK			
#	DESCRIPTION	PRINCIPAL	PROJ. MGR.	PROJ. ARCH.	ASSOC.
		\$250	\$150	\$150	\$100
<b>1</b>	<b>SCHEMATIC DESIGN CONFIRMATION CONGINGENCY</b>				
1.1	Confirm Program with Auditor	0	1	1	1
1.2	Modify Drawings as Needed	0	8	24	48
	Subtotal - Hours	0	9	25	49
	Subtotal - Fees	\$0	\$1,350	\$3,750	\$4,900
	<b>TAS SUB-TOTAL ARCHITECTURAL FEE:</b>	<b>\$10,000</b>			
<b>2</b>	<b>DESIGN DEVELOPMENT</b>				
2.1	Project Management - Client Coordination Meetings	3	4	12	0
2.2	DD Floor Plan	0	4	12	40
2.3	DD Building Elevations (4)	0	4	12	40
2.4	DD Building Sections (1)	0	2	8	20
2.5	DD Wall Sections (3)	0	4	12	24
	Subtotal - Hours	3	18	56	124
	Subtotal - Fees	\$750	\$2,700	\$8,400	\$12,400
	<b>TAS SUB-TOTAL ARCHITECTURAL FEE:</b>	<b>\$24,250</b>			
	MEP Consultant (Hultz/BHU)		\$15,800		
	Structural (PCS)		\$8,000		
	Civil (Patrick Harron)		\$400		
	Cost Estimator (Bill Acker)		\$4,320		
	TAS Markup on Consultant Services (15%)		\$4,278		
	<b>Total Task 2 (Design Development) Fees, Consultants, &amp; Markup</b>		<b>\$57,048</b>		
<b>3</b>	<b>CONSTRUCTION DOCUMENTS (CD)</b>				
3.1	Project Management	3	4	12	0
3.2	Client Coordination Meetings & Documents	0	8	16	4
3.3	CD Drawings: Floor Plans, Roof Plan, Sections, Details, Schedules	0	24	64	160
	Subtotal - Hours	3	36	92	164
	Subtotal - Fees	\$750	\$5,400	\$13,800	\$16,400
	<b>TAS SUB-TOTAL ARCHITECTURAL FEE:</b>	<b>\$36,350</b>			
	MEP Consultant (Hultz/BHU)		\$23,700		
	Structural (PCS)		\$11,600		
	Civil (Patrick Harron)		\$200		
	Cost Estimator (Bill Acker)		\$4,050		
	Structural and MEP Engineering Contingencies		\$6,000		
	TAS Markup on Consultant Services (15%)		\$5,933		
	<b>Total Task 3 (Construction Documents) Fees, Consultants, &amp; Markup</b>		<b>\$87,833</b>		



<b>4</b>	<b>ALTERNATE DESIGN OPTION CONTINGENCIES</b>				
4.1	Project Management - Client Coordination Meetings	0	4	4	0
4.2	Modify Drawings as Needed	0	4	12	64
	Subtotal - Hours	0	8	16	64
	Subtotal - Fees	\$0	\$1,200	\$2,400	\$6,400
	<b>TAS SUB-TOTAL ARCHITECTURAL FEE:</b>		<b>\$10,000</b>		
	Structural and MEP Engineering Contingencies		\$6,000		
	TAS Markup on Consultant Services (15%)		\$900		
	<b>Total Task 4 (Design Development) Fees, Consultants, &amp; Markup</b>		<b>\$16,900</b>		
<b>5</b>	<b>BIDDING PERMITTING &amp; FINAL PRICING</b>				
5.1	Project Management	1	2	2	0
5.2	Building Permit Application & Coordination with Jurisdiction	0	4	12	8
5.3	Pick Up Drawing Edits Requested by Jurisdiction	0	2	4	12
	Subtotal - Hours	1	8	18	20
	Subtotal - Fees	\$250	\$1,200	\$2,700	\$2,000
	<b>TAS SUB-TOTAL ARCHITECTURAL FEE:</b>		<b>\$6,150</b>		
	MEP Consultant (Hultz/BHU)		\$400		
	Structural (PCS)		\$400		
	TAS Markup on Consultant Services (15%)		\$120		
	<b>Total Task 4 (Bidding Permit &amp; Final Pricing) Fees, Consultants, &amp; Markup</b>		<b>\$7,070</b>		
<b>6</b>	<b>CONSTRUCTION ADMINISTRATION</b>				
6.1	Project Management	3	3	3	0
6.2	Respond to RFIs	0	12	32	120
6.3	OAC Meetings (as needed) (assume 1 per week)	0	20	20	20
6.4	Site Visit for Punch List	0	4	4	4
6.5	Punch List Backcheck	0	2	8	4
6.6	Closeout	0	2	4	0
	Subtotal - Hours	3	43	71	148
	Subtotal - Fees	\$750	\$6,450	\$10,650	\$14,800
	<b>TAS SUB-TOTAL ARCHITECTURAL FEE:</b>		<b>\$32,650</b>		
	MEP Consultant (Hultz/BHU)		\$8,000		
	Structural (PCS)		\$5,000		
	TAS Markup on Consultant Services (15%)		\$1,950		
	<b>Total Task 6 (Construction Administration) Fees, Consultants, &amp; Markup</b>		<b>\$47,600</b>		
	<b>TOTAL FEES</b>				
	Total TAS Architectural Fees (Tasks 1 Thru 6)		\$119,400		
	Total Consultant Fess (1 Thru 6)		\$87,870		
	TAS Reimbursable Expenses (Estimate)		\$750		
	TAS Markup on Consultant Services (15%)		\$13,181		
	<b>TAS TOTAL ARCHITECTURAL FEES + CONSULTANT MARK-UP</b>		<b>\$220,451</b>		
	<b>TAS TOTAL ARCHITECTURAL FEES + CONSULTANT MARK-UP + REIMBURSABLES</b>		<b>\$221,201</b>		

Ballot Processing Center - TI	2023																																				2024								
	Month	April				May				June				July				Aug.				Sept.				Oct.				Nov.				Dec.				Jan.		Feb.					
	Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36								
TASK 1																																													
Schematic Design Confirmation																																													
TASK 2																																													
Design Development																																													
TASK 3																																													
Construction Documents																																													
TASK 4																																													
Alternate Design Options																																													
TASK 5																																													
*Permitting																																													
Final Pricing Cost Estimate																																													
Bidding																																													
TASK 6																																													
Construction Administration																																													

\* Jurisdictional Review & Permitting period is estimated.  
(we have seen upwards of 10 months for permit review)



## Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date:

Date Created: 3/19/2023

Agenda Item #:

Created by: Ashley Arai, Agriculture Community Program Manager - Community Planning and Economic Development - 360-786-5476

Creator = Presenter? ☐ Yes ☐ No Is this a presentation by more than one person? ☐

Presenter: **Ashley Arai, Agriculture Community Program Manager - Community Planning and Economic Development - 360-786-5476**

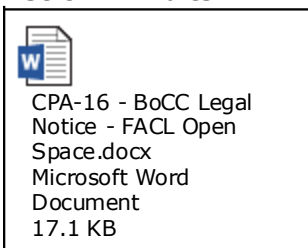
Item Title:

Set a Public Hearing for Open Space Tax Program Update - Farm and Agricultural Conservation Lands Eligibility Criteria (CPA-16)

Action Needed:

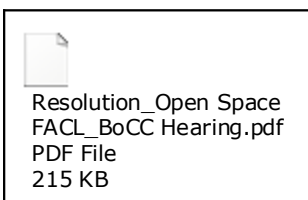
Class of Item:

### List of Exhibits



Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

Click Additional Attachment to attach more materials.



NOTE: If you attach a file and get a message saying " **You have chosen to attach a large file...** ", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☐

Budget Effect Summary? ☐

### Recommended Action:

Move to set a public hearing on updates to the Open Space Tax Program for Farm and Agricultural Conservation Lands Eligibility Criteria (CPA-16) for May 2, 2023 at 3:30 PM or as soon thereafter as the matter may be heard, in room 110 at 3000 Pacific Ave SE.

### Item Description:

The Open Space Tax Program is a tax incentive program run by the Board of County Commissioners. This program allows agricultural properties, including those that no longer qualify for the Current Use Tax Program run by the County Assessor's office, to qualify for property tax reduction (based on reduced market value) as "Farm and Agricultural Conservation Land." Offering

an incentive for farmland property owners to maintain areas as open farmland who might otherwise choose to develop their property provides the community with the public benefits of open space.

This proposal to expand eligibility for "Farm and Agricultural Conservation Land" was a policy priority identified in the [2021 Community Agriculture Survey](#) and included as one of the programmatic updates under Comprehensive Plan Docket Item CPA-16, *Community-Driven Review of Agricultural Policies and Programs*.

The Open Space Tax Program is not subject to Growth Management Act requirements for public review. Once an Open Space Tax Program and Public Benefit Rating System have been established pursuant to state law (RCW 84.34), the Board of County Commissioners has the authority to update the program requirements following one public hearing. Prior to the public hearing, Community Planning will issue a legal notice in The Olympian and advertise the meeting through webmail and press release.

This proposal supports County Strategic Initiative # 7, Balance development with the preservation of the County's rural character, natural areas, and open spaces.

#### **Agriculture Advisory Committee (AAC) Review**

- A subcommittee of the AAC reviewed this item at two work sessions on July 19, 2021 and August 9, 2021 to develop a preliminary recommendation.
- The full AAC reviewed this item at three work sessions on September 16, 2021, November 18, 2021, and January 12, 2022 to develop a final recommendation.

#### **BOCC Review**

- The BoCC was briefed on March 15, 2023 at which time the BoCC directed staff to bring forward an AIS to request a public hearing.

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☐

Date Submitted: 3/20/2023

**NOTICE OF PUBLIC HEARING  
FOR THE THURSTON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

The Thurston County Board of Commissioners will hold a public hearing on May 2, 2023, at 3:30 p.m., or soon thereafter in Room 110, 3000 Pacific Ave SE, Olympia, WA 98501.

The purpose of this hearing is to accept public testimony on proposed updates to the Farm and Agricultural Conservation Land category of the Open Space Tax Program. The proposed amendments are intended to expand program eligibility for agricultural lands that do not qualify for the County Tax Assessor's Current Use Tax Program. This proposal is comprised of updates to the County's Open Space Tax Program, as adopted in Resolutions 11172, 11686, and 13279.

The Board may take action following the public hearing on May 2, 2023, or at any regularly scheduled meeting thereafter.

Those wishing to testify should appear or connect remotely via Zoom and be heard. Meeting information and ways to attend the meeting will be posted on the Board's Public Hearings Page:

<https://www.thurstoncountywa.gov/departments/board-county-commissioners/meetings-public-hearings-and-work-session-agendas>

If unable to attend, written comments may be submitted by email or mail no later than 12:00 P.M. on May 2, 2023. Send email or letters to Ashley Arai, Agriculture Community Program Manager, Community Planning and Economic Development, 3000 Pacific Ave SE, Olympia, WA 98501, or to [ashley.arai@co.thurston.wa.us](mailto:ashley.arai@co.thurston.wa.us). Documents will be posted online at the Thurston County Community Planning and Economic Development website at:

<https://www.thurstoncountywa.gov/departments/community-planning-and-economic-development/community-planning/agriculture>

To request disability accommodations, call the Reasonable Accommodation Coordinator at least three days prior to the meeting at 360-786-5440. Persons with speech or hearing disabilities may call via Washington Relay: 711 or 800-833-6388.

Jamie Caldwell, Clerk of the Board

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION relating to the amendment of the Thurston County Open Space Tax Program Part IV, Section E “Priority Resource Eligibility Criteria” with changes to the eligibility criteria for Farm and Agricultural Conservation Lands and updates to data sources and references.

The Board of County Commissioners of Thurston County enters the following findings of fact:

**WHEREAS**, the Board of County Commissioners (Board) is the legislative authority pursuant to RCW 84.34 to approve and update an Open Space Tax Program for Thurston County; and

**WHEREAS**, updating Open Space Tax Program eligibility criteria for Farm and Agricultural Conservation Lands was a policy priority identified in the 2021 Community Agriculture Survey and included as one of the programmatic updates under Comprehensive Plan Docket Item CPA-16, *Community-Driven Review of Agricultural Policies and Programs*; and

**WHEREAS**, the Agriculture Advisory Committee held five work sessions to review and make a recommendation on changes to the Open Space Tax Program to expand eligibility criteria for Farm and Agricultural Conservation Lands; and

**WHEREAS**, the Agriculture Advisory Committee’s recommendation on the proposed changes to the Open Space Tax Program was shared with the Board on March 15, 2023 at a regularly scheduled briefing and the Board directed staff to set a public hearing; and

**WHEREAS**, the Board held a public hearing with notice requirements consistent with the Thurston County Code and state law on \_\_\_\_\_ to take public testimony on the proposed changes to the Open Space Tax Program for Thurston County; and

**WHEREAS**, the Board considers the Open Space Tax Program a valuable incentive for owners of eligible farm and agricultural conservation lands to maintain their properties in agricultural use, providing a public open space benefit to all Thurston County citizens; and

**WHEREAS**, other minor changes to the Open Space Tax Programs are necessary for purposes of clarification; and

**WHEREAS**, the amendments herein adopted are intended to amend and supersede the previous Thurston County Open Space Tax Program and Public Benefit Rating System, adopted by motions on May 6, 1996, May 4, 1998, and December 20, 2004.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THURSTON COUNTY, AS FOLLOWS:**

**SECTION 1. OPEN SPACE TAX PROGRAM.** The Thurston County Open Space Tax Program, adopted by Resolution Nos. 11172, 11686, and 13279, is hereby amended as shown and described in Attachment A.

**SECTION 2. SEVERABILITY.** If any section, subsection, sentence, clause, phrase or other portion of this Resolution or its application to any person is, for any reason, declared invalid, illegal or unconstitutional in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof.

**SECTION 3. CORRECTIONS.** Upon approval of the Prosecuting Attorney's Office, the Clerk of the Board is authorized to make any necessary corrections to any section, subsection, sentence, clause, phrase, or other portion of this Resolution for scriveners or clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect *immediately upon adoption*.

ADOPTED: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
Thurston County, Washington

\_\_\_\_\_  
Clerk of the Board Chair

\_\_\_\_\_

APPROVED AS TO FORM:

JON TUNHEIM  
PROSECUTING ATTORNEY

\_\_\_\_\_  
Vice-Chair

\_\_\_\_\_  
Travis Burns  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Commissioner

# ATTACHMENT A

Deleted Text:	<del>Strikethrough</del>	Proposed Changes:	<u>Underlined</u>
Staff Comments:	<i>Italics</i>	Unaffected Omitted Text	...

## THURSTON COUNTY OPEN SPACE TAX PROGRAM

Adopted May, 1996

Adopted May, 1998

Amended December 2004

**Amended [to be filled in] 2023**

## CONTENTS

PART I	GENERAL PROGRAM REQUIREMENTS .....	i
PART II	AGRICULTURAL LAND CLASSIFICATION .....	iii
PART III	TIMBER LAND CLASSIFICATION .....	v
PART IV	OPEN SPACE CLASSIFICATION LAND: PUBLIC BENEFIT RATING SYSTEM .....	vii

Pursuant to RCW 84.34 and Thurston County Resolutions 11172, 11686, 13279 and  
**[to be filled in]**



#### IV. OPEN SPACE CLASSIFICATION SYSTEM PUBLIC BENEFIT RATING SYSTEM

...

#### E. PRIORITY RESOURCES ELIGIBILITY CRITERIA

...

##### HIGH PRIORITY RESOURCES: 3 Points Each

##### b. Farm and Agricultural Conservation Land (FACL)

###### Definition:

1. Land that was previously classified as "farm and agricultural land", but no longer meets the criteria for continued classification, and for which the owner(s) has applied for reclassification as Farm and Agriculture Conservation Land after receiving notification by the County Assessor that the land will be removed from agriculture classification for that reason.
2. Or, the land is not classified pursuant to RCW 84.34 or RCW 84.33, and meets the following additional conditions:
  - a. The owner can demonstrate that the land has been used for commercial agricultural purposes, as defined in WAC 458-30-200(42) within the most recent ten years prior to the application or, the land has a conservation easement that protects the land for long-term agricultural use for a minimum of ten years from the date of application; and
  - b. The land has not been irrevocably devoted to a use inconsistent with agricultural uses; and
  - c. ~~If the land is used for a residence, the parcel size is at least twenty acres; and~~
  - d. ~~The land is within any long-term agriculture zone or district.~~
  - c. The land meets all the eligibility criteria listed below.

**Data Source:** The Thurston County Development Services Department maintains the Official Zoning Map of Thurston County

**Examples:** None.

**Eligibility:**

Lands meeting the definition above are eligible. The following additional terms apply:

1. A Land Conservation Plan must be provided showing measures that will be taken to maintain and protect the property for future commercial agricultural use. Measures should include periodic large brush and tree clearing, and soil erosion control.
2. All land zoned for long-term agriculture is eligible if it meets the definition for FACL.
3. Outside of long-term agriculture-zoned land, land must meet a minimum parcel size of 1 acres under single ownership if the land contains a home.
4. Since the intention of this category is to encourage the conservation of agricultural lands for future agricultural use, lands eligible under this category may earn additional points for only those additional priority resource categories where the applicant can demonstrate that this use does not conflict with agricultural use of the property. ~~only the following additional priority resource categories: Historical Sites; Private Recreation Areas; Rural Open Space Close to Urban Growth Areas; and Scenic Vista or Resources.~~

For property owners seeking points for both the Farm and Agricultural Conservation Land priority resource, ~~and one or more of the priority resources listed above, and an additional priority resource,~~ the land must meet all of the criteria for each category in order to be eligible for points in each category. ~~The remaining priority resources not listed above are intended for the protection of the natural resource, and their purposes are not consistent with the purpose of retaining lands for future agricultural use.~~

~~Points enhancements for conservation easements or public access are not affected by the exclusions noted above.~~

5. The following uses are inconsistent with future commercial agricultural use, and lands with these uses are not eligible as Farm and Agricultural Conservation Land:
  - a. Non-agricultural buildings;
  - b. Special uses, such as golf courses, cemeteries, mineral extraction, junkyards, solid waste disposal.

...

## HIGH PRIORITY RESOURCES: 3 Points Each

### d. Geological and Shoreline Features

- Definition:** Those special features that are unique in Washington, which can be destroyed easily and which can be effectively protected in a natural area, generally including but not limited to special geologic locations (fossils), works of geomorphology (waterfalls), and works of glaciation (patterned ground); or those unique and undeveloped shoreline features of Puget Sound including spits, lagoons or points.
- Data Source:** ~~No county inventory is available of geological features, but the Washington State Interagency for Outdoor Recreation has done an inventory of the rare dry accretion beach shoreline features (spits/points/barrier berms); see Appendix 1 for this list.~~ Washington State Department of Ecology, Coastal Atlas provides information on all coastal landforms including accretion beaches.
- Examples:** Mima Mounds, Kennedy Falls, Ellis Cove, Tumwater Falls
- Eligibility:** Patterned Ground: Due to the large number of potential sites, the minimum eligibility requirements shall generally be consistent with one of the following:
1. A unit, generally larger than 10 acres, which provides a clear sense of the natural mound environment and is visually buffered from intrusions or adjacent development; or
  2. Parcels in single or multiple ownership larger than 160 acres which contain a substantial majority of an entire geologic feature (i.e., 67%); or
  3. A parcel which is acceptable as a Natural Heritage Preserve administered by the Department of Natural Resources.
- Shoreline or Other Geological Features: Minimum area eligible for classification, whether in single or multiple ownerships, is 90 percent of the feature. Eligibility for geological features must be verified by a qualified geologist. A qualified geologist is a person who has earned a degree in geology from an accredited college or university, or a person who has equivalent educational training and has experience as a practicing geologist.

...

## HIGH PRIORITY RESOURCES: 3 Points Each

### g. Rural Open Space Close to Urban Growth Areas

**Definition:** Fifty or more acres of land, open to the public, located within two miles of an Urban Growth Area designated by Thurston County. For the purposes of this definition, land shall be considered open to the public if it qualifies for receiving any points for public access under the Public Access section of this Open Space Tax Program (refer to page 5). However, land which is open only to those paying a membership or initiation fee shall be considered open to the public only if the following conditions are met:

1. Membership or other access is available without discrimination on the basis of race, creed, ethnic origin or sex; and
2. In the case of land affording recreational opportunities, it is open to use by organized groups from schools, senior citizen organizations or bona fide educational or recreational organizations managed by a governmental entity or managed or sponsored by an organization qualifying for tax exempt status under subsections 501(c)(3), (4), (5), (6), (7), (8), (10) or (19) of the Internal Revenue Code [26 USC 501(c)(3), (4), (5), (6), (7), (8), (10), (19)] upon payment of no more than a reasonable user fee.

**Data Source:** Growth Areas are designated within the *Thurston County Comprehensive Plan*. ~~Refer to Appendix 3.~~

**Examples:** Olympia Golf and Country Club.

**Eligibility:** Eligible lands are those meeting the definition above.

## HIGH PRIORITY RESOURCES: 3 Points Each

### h. Significant Wildlife Habitat Area

**Definition:**

An area which is characterized by the presence of important habitats and species<sup>1</sup> or other animals in such frequency and diversity for critical ecological processes occurring such as breeding, nesting, nursery, feeding and resting.

**Data Sources:**

Washington State Department of Natural Resources, Natural Heritage Program Database; Washington State Department of Ecology, Wetland Rating System Western Washington (Tier 1 Category I Wetlands); Shoreline Master Program for the Thurston Region (Natural Shoreline Environments); Thurston Regional Planning Council, The Percival Creek Corridor Plan; Washington State Department of Fish and Wildlife, Priority Habitats and Species Database; Thurston County Habitat Conservation Plan

**Examples:**

Nisqually Delta, Gull Harbor, Kennedy Creek, prairies, oak woodlands, ~~Bald eagle nest sites.~~

**Eligibility:**

1. ~~"Tier 1 Wetlands identified by the Washington State Department of Natural Resources, Natural Heritage Program;~~ or
2. "Natural" Shoreline environments, where a minimum of 500 feet of contiguous shoreline length is included, and the contiguous upland buffer area (any area beyond ordinary high-water mark, 100-year flood plain, or associated wetland boundary) is no greater than one acre per 100 feet of shoreline length; or
3. Those areas within the "canyon, "drainage ditch buffer" and "associated wetland of Black Lake identified within the Percival Creek Corridor Plan (terms are defined within that document); or
4. Class I wetlands regulated under the Thurston County Critical Areas Ordinance (~~TCC 17.15~~Title 24); or
5. Important habitats and species regulated under the Thurston County Critical Areas Ordinance (~~TCC 17.15~~Title 24)

---

<sup>1</sup>~~Class I wetlands and important habitats and species are defined within the Thurston County Critical Areas Ordinance, TCC 17.15.200~~

6. Eligible areas include those that meet the definition above, and meet the following conditions:
  - a. The resources are confirmed by the data sources indicated or identified by either:
    - i. The appropriate state agency; or
    - ii. A competent professional whose findings are substantiated by the appropriate state agency.
  - b. The resources are included within a Habitat Management Plan developed by a qualified wildlife habitat biologist<sup>2</sup>, and that the owner(s) agree to follow, including:
    - i. Land use limitations needed for the long-term viability of the important species or habitat;
    - ii. Limitations for access by humans and domesticated animals, as needed;
    - iii. Management measures that will enhance the species viability, if needed; and
    - iv. Recommended review intervals for at least the following twenty years.

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<sup>2</sup> ~~A qualified habitat biologist means a person educated in wildlife biology and who derives his/her livelihood from employment as a wildlife biologist or habitat management consultant~~

## HIGH PRIORITY RESOURCES: 3 Points Each

### i. Special Plant Sites

- Definition:** Those vascular plant species defined in the Natural Heritage Plan as being either an endangered, threatened or sensitive species to the Washington State Department of Natural Resources, Natural Heritage Program.
- Data Source:** Location and details of known sites for species known to occur in Thurston County are on file in the Natural Heritage database, at the Washington State Department of Natural Resources, Natural Heritage Program. ~~General information is available by request on a square mile basis. For those species known to occur within Thurston County refer to Appendix 2.~~
- Examples:** Sites with a stable population of white-top aster ~~14 species on list found in the County.~~
- Eligibility:** Eligible sites are those in the Natural Heritage database or which are verified by an expert in the field as containing the same plants and which are acceptable by the state agency for addition to the database.

## HIGH PRIORITY RESOURCES: 3 points Each

### j. Urban Growth Area Open Space

**Definition:** One or more acres of land, open to the public, and located within the boundaries of an Urban Growth Area designated by Thurston County. For purposes of this definition, land shall be considered open to the public if it qualifies for receiving any points for public access under the Public Access section of this Open Space Tax Program (refer to page 5). However, land which is open only to those paying a membership or initiation fee shall be considered open to the public only if the following conditions are met:

1. Membership or other access is available without discrimination on the basis of race, creed, ethnic origin or sex; and
2. In the case of land affording recreational opportunities, it is open to use by organized groups from schools, senior citizen organizations or bona fide educational or recreational organizations managed by a governmental entity or managed or sponsored by an organization qualifying for tax exempt status under subsections 501(c)(3), (4), (5), (6), (7), (8), (10) or (19) of the Internal Revenue Code [26 USC 501(c)(3), (4), (5), (6), (7), (8), (10), (19)] upon payment of no more than a reasonable user fee).

**Data Source:** Urban Growth Areas are designated within the *Thurston County Comprehensive Plan*. ~~Refer to Appendix 3.~~

**Examples:** Capital City Golf Course  
Tumwater Valley

**Eligibility:** Eligible lands are those meeting the definition above.





## Board of County Commissioners AGENDA ITEM SUMMARY

Agenda Date:

Date Created: 3/24/2023

Agenda Item #:

Created by: Brandon Cheney, Emergency Management Coordinator - Emergency Services - 360-867-2826

Creator = Presenter? ☐ Yes ☐ No

Is this a presentation by more than one person? ☐

Presenter: **Ben Miller-Todd, Emergency Services Director - Emergency Services - 360-704-2794**

Item Title:

Execute Sole Source Contract with the National Fire Protection Association for Assessing Structure Ignition Potential from Wildfire Training.

Action Needed:

Class of Item:

### List of Exhibits



Thurston  
Professional\_Service\_Con-  
tract\_NFPA\_v5  
(nh230315)  
\_nfpassigned.pdf  
PDF File  
181 KB

Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

Click Additional Attachment to attach more materials.



Executed\_D23-003  
Thurston County\_MR-  
HMA\_5320-08-F.pdf  
PDF File  
2.19 MB



Single\_Source\_Justificati-  
on\_NFPA\_ASIP-  
Firewise\_Training.pdf  
PDF File  
777 KB

NOTE: If you attach a file and get a message saying " **You have chosen to attach a large file...** ", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☐

☐ PAO

☐ Fin Svcs

☐ HR

☐ Budget Office

☐ CAO

☐ Other

Notes:

Risk Management
-----------------

Budget Effect Summary? ☐

**Recommended Action:**

Move to approve the sole source contract with the National Fire Protection Association for Assessing Structure Ignition Potential from Wildfire training and authorize the Director of Emergency Services to execute the contract in the amount of \$60,970, and any amendments that do not exceed ten (10) percent.

**Item Description:**

This training will be funded with a FEMA Hazard Mitigation Grant through the Washington State Military Department Emergency Management Division. The grant was approved by the BoCC on 6/14/2022 and is currently in the 2023 budget.

The contract with the National Fire Protection Association will provide six (6), 2-day Assessing Structure Ignition Potential from Wildfire training courses to the Thurston region. The term of the contract shall begin on the date executed and terminate on April 30, 2024.

This training course is copyrighted by the National Fire Protection Association and taught by experienced wildland fire specialists based on scientific research. The training will enable attendees to confidently assess structure ignition potential and to recommend appropriate mitigation measures for homes and other structures in residential areas exposed to wildfire hazards. Individuals who learn the basic information about how structures ignite from wildfire will be better prepared to evaluate wildfire risk to homes and communities.

Thurston County Strategic Plan, Initiative 4 - Strengthen Emergency Management Planning and Community Disaster Preparedness.

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☐

Date Submitted: 3/24/2023

## PROFESSIONAL SERVICES CONTRACT

### THURSTON COUNTY / NATIONAL FIRE PROTECTION ASSOCIATION

**THIS CONTRACT** is entered into in duplicate originals between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 2000 Lakeridge Drive S.W., Olympia, Washington 98502, hereinafter "**COUNTY**," and NATIONAL FIRE PROTECTION ASSOCIATION (NFPA), with its principal offices at 1 Batterymarch Park, Quincy, MA 02169-7471 hereinafter "**CONTRACTOR**."

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

#### 1. DURATION OF CONTRACT

The term of this Contract shall begin on the date last executed below and shall terminate on April 30, 2024.

#### 2. SERVICES PROVIDED BY THE CONTRACTOR

The CONTRACTOR represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and/or certification to perform the services set forth in this Contract.

The CONTRACTOR shall perform the following services:

- a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, or labor will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform according to standard industry practice of the work specified by this Contract.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- e. The CONTRACTOR shall, from time to time, during the progress of the work, confer with the COUNTY. At the COUNTY'S request, the CONTRACTOR shall provide verbal reports on its work to date.

#### 3. SERVICES PROVIDED BY THE COUNTY

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

- a. Relevant information as exists to assist the CONTRACTOR with the performance of the CONTRACTOR'S services.

b. All documents (templates, forms, etc.) or other information needed to deliver the desired services identified in Exhibit A.

#### **4. CONTRACT REPRESENTATIVES**

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For CONTRACTOR:

Name of Representative: Joseph Guiliano  
Title: Account Manager  
Mailing Address: 1 Batterymarch Park  
City, State and Zip Code: Quincy, MA 02169-7471  
Telephone Number: +1 617-984-7552  
Mobile Number: +1 617-780-0348  
E-mail Address: JGUILIANO@NFPA.ORG

b. For COUNTY:

Name of Representative: Brandon Cheney  
Title: Emergency Management Coordinator  
Mailing Address: 9521 Tilley Rd. SW  
City, State and Zip Code: Olympia, WA 98512  
Telephone Number: (360) 867-2826 / (360) 490-7328  
Fax Number: (360) 867-2811  
E-mail Address: brandon.cheney@co.thurston.wa.us

#### **5. COMPENSATION**

a. For the services performed hereunder, the CONTRACTOR shall be paid based upon mutually agreed rates contained in Exhibit B, which is attached hereto and incorporated herein by reference. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract for services and expenses shall not exceed \$65,970.00.

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

c. The CONTRACTOR shall, in accordance with Exhibit B, submit an invoice to the COUNTY no less than quarterly for work performed, with final billing no later than April 30, 2024. The COUNTY will remit payment within thirty (30) days from the date of receipt of each billing.

d. The CONTRACTOR shall not be paid for services rendered under the CONTRACT unless and until they have been performed to the satisfaction of the COUNTY.

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

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

## **6. AMENDMENTS AND CHANGES IN WORK**

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

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

## **7. HOLD HARMLESS AND INDEMNIFICATION**

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all third party claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorney fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions or the acts, errors or omissions of its employees, agents, subcontractors or anyone for whose acts any of them may be liable, in the performance of this Contract. Claims shall include, but not be limited to, assertions that information supplied or used by the CONTRACTOR or subcontractor infringes any patent, copyright, trademark, trade name, or otherwise results in an unfair trade practice. PROVIDED HOWEVER, that the CONTRACTOR'S obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CONTRACTOR'S obligations hereunder shall apply only to the percentage of fault attributable to the CONTRACTOR, its employees, agents or subcontractors.

b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on

the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Worker's Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under Title 51 RCW. By executing the Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

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

## **8. INSURANCE**

a. During the term of this Agreement, CONTRACTOR shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than One Million Dollars (\$1,000,000 USD) per occurrence with financially sound and reputable insurers. Upon request, Contractor shall provide County with a certificate of insurance from Contractor's insurer evidencing the insurance coverage specified in these Terms.

## **9. TERMINATION**

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

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

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with Section 5 of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach. If, subsequent to termination, it is determined for any reason that (1) the CONTRACTOR was not in default, or (2) the CONTRACTOR'S failure to perform was not its fault or its subcontractor's fault or negligence, the termination shall be deemed to be a termination under subsection a of this section.

**10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

The CONTRACTOR shall perform the terms of the Contract using only its bona fide employees, agents and subcontractors who have the qualifications to perform under this Contract. The obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY, except to obtain the services of workshop co-facilitator(s) as described in the Scope of Services.

**11. NON-WAIVER OF RIGHTS**

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

**12. INDEPENDENT CONTRACTOR**

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

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

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent or representative of the COUNTY.

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

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

**13. COMPLIANCE WITH LAWS AND FUNDING REQUIREMENTS**

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract. The CONTRACTOR is subject to all terms and

conditions of Hazard Mitigation Grant Program funding agreement between Washington State and the COUNTY.

**14. CERTIFICATION REGARDING DEBARMENT SUSPENSION OR INELIGIBILITY**

a. Federal funds will be used for CONTRACTOR payment under this agreement. The CONTRACTOR certifies that neither it, or its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency. If the CONTRACTOR is debarred or suspended from participation in federal programs during the Contract period, the Contract is voided.

b. The CONTRACTOR must check the "System for Award Management" (<https://www.sam.gov/> ) prior to awarding subcontracts, and agrees not to enter into any arrangements or subcontracts related to this Contract with any party on this list.

**15. NONDISCRIMINATION**

The CONTRACTOR, its assignees, delegates or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

**16. DISPUTES**

Differences between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S contract representative shall be final and conclusive, subject to the CONTRACTOR'S right to seek judicial relief pursuant to Section 16.

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

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

**18. SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.



b. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

c. Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

#### **19. RIGHT TO RESCHEDULE DUE TO EMERGENCY ACTIVATION**

The COUNTY reserves the right to reschedule the workshop(s) and extend the Contract if necessary, with late notice to the CONTRACTOR in the event of emergency activation of the Thurston County Emergency Coordination Center or the Homeland Security Region 3 Incident Management Team.

#### **20. ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

#### **21. NOTICES**

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

#### **22. ADDITIONAL TERMS**

a. OWNERSHIP. NFPA owns all elements of the Services, and no ownership rights will be transferred to Customer. Except as set forth below, NFPA shall exclusively own all copyright and all other intellectual property rights in the Deliverables. Notwithstanding ownership by NFPA of the Services, Customer shall be free to use and employ the general skills, know- how, expertise, generalized ideas, concepts, methods, techniques or skills gained or learned during the course of NFPA's providing the Services so long as it acquires and applies them without disclosing NFPA's Confidential and the Services are not used by or provided to any third party without NFPA's prior written consent.

b. USE OF NAME, TRADEMARKS AND LOGOS. Customer shall not use NFPA's name, logo or other marks, unless Customer obtains separate prior written consent from NFPA.

c. DISCLAIMER OF WARRANTIES. THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND WHATSOEVER, AND NFPA MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY, COMPLETENESS, USEFULNESS, QUALITY, OR SUITABILITY OF THE SERVICES. NFPA HEREBY DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, WHETHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, TRADE OR OTHERWISE INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

d. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL NFPA OR ANY OF ITS REPRESENTATIVES BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE; (B) WHETHER NFPA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY, WHETHER IN CONTRACT, TORT OR OTHERWISE, UPON WHICH THE CLAIM IS BASED.

**By signing this Agreement, CONTRACTOR certifies that they shall comply/are in compliance with all applicable provisions contained in Exhibit D of this Agreement.**

CONTRACTOR:

Thurston County, Washington

Firm: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

(Authorized Representative)

Date \_\_\_\_\_

Date \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**Approved as to Form by the Prosecuting Attorney's Office**

Reviewed 1/5/05

## EXHIBIT A

### PROFESSIONAL SERVICES CONTRACT

#### THURSTON COUNTY / NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

### **SCOPE OF SERVICES**

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

a. The CONTRACTOR shall perform the following services:

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

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

The CONTRACTOR shall perform according to standard industry practice of the work specified by this Contract.

The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.

The CONTRACTOR shall, from time to time, during the progress of the work, confer with the COUNTY. At the COUNTY'S request, the CONTRACTOR shall provide verbal reports on its work to date.

The CONTRACTOR will coordinate directly and frequently with Emergency Management Coordinator, Brandon Cheney, during all phases of the project.

2. The services to be performed by the COUNTY under this Contract, which are described in Section 3 of the Contract (SERVICES PROVIDED BY THE COUNTY) are set forth as follows (if applicable):

The COUNTY, through coordination by the Emergency Management coordinator will perform the following functions:

a. Provide communications support

b. Provide logistics for the on-site training, including but not limited to, student selections, training room and facility arrangements

e. Arrange for and provide locations and transportation for all off-site locations that are agreeable by both parties.

g. Approve invoices submitted for payment by the CONTRACTOR.

EXHIBIT B

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY / NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

**COMPENSATION**

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

Coordinate and deliver one (1) initial two (2) day onsite Assessing Structure Ignition Potential from Wildfire class for up to twenty-five (25) attendees. Details in Exhibit C, Statement of Work.	\$10,995
Coordinate and deliver five (5) additional two (2) day onsite Assessing Structure Ignition Potential from Wildfire classes for up to twenty-five (25) attendees at the agreed rate of \$9,995 per course.	\$49,975
Lodging, Mileage & Per Diem Costs	N/A
Subtotal	\$60,970
Total Not-to-Exceed Cost	\$60,970

## EXHIBIT C

### PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY / NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

#### **STATEMENT OF WORK**

Coordinate and deliver six (6) iterations of the 2-day onsite Assessing Structure Ignition Potential from Wildfire class for up to twenty-five (25) attendees per class on the agreed upon dates:

May 16-17, 2023; May 18-19, 2023; August 5-6, 2023; October 19-20, 2023, November 6-7, 2023; and 26-27 March, 2024

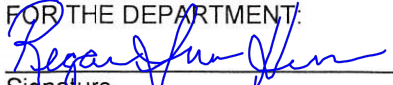
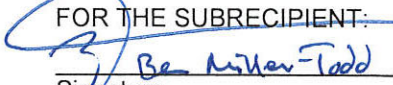
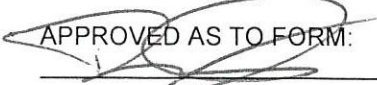
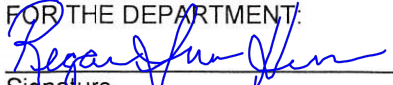
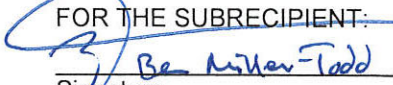
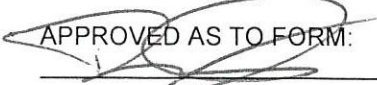
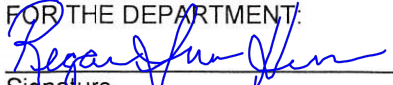
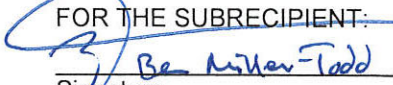
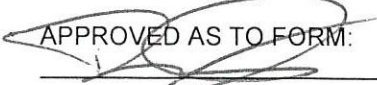
The CONTRACTOR will provide experienced and qualified instructor(s) to deliver the Assessing Structure Ignition Potential from Wildfire class covering the following course topics outlined below:

- Introduction & Context: An overview of wildland fire in the United States, including the history of major events, its vibrant ecological role and the social and economic impacts to modern-day ecosystems and communities.
- Wildland – Urban Fire Characteristics – How the Disasters Occur: A review of the patterns of residential fire losses resulting from extreme fire conditions and the discussion of effective policies and mitigation opportunities.
- Home Ignition and the Home Ignition Zone (HIZ): The description of how structures meet the requirements for ignition and fire spread during wildfires. How the Home Ignition Zone concept was conceived and the importance of ignition dynamics within the HIZ.
- Preparing for the HIZ Assessment: A demonstration and discussion of how to identify and organize the HIZ concerning potential ignition factors; understanding structural ignition weaknesses and strengths and the determination of specific mitigation strategies.
- Conducting the HAZ Assessment: A field exercise that identifies wildfire hazards, practical mitigation treatments and effectively communicates findings that motivate residents to improve their safety and reduce structure losses.
- Benefits of Ignition Resistant Homes: A discussion of the benefits of reduced wildfire disasters, including more effective fire protection, increased firefighter and resident safety, proactive wildland fire management and reduced wildfire expenditures.

## EXHIBIT D

D1 - FEMA Contract Provisions – National Fire Protection Association (NFPA) (attached)

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

1. Subrecipient Name and Address: <b>Thurston County Emergency Management 9521 Tilley Road S Olympia WA 98512</b>		2. Total Grant Amount: <b>\$86,855.22</b> F: \$65,141.42; S: \$10,856.90; L: \$10,856.90 SubMC: up to \$4,342.76		3. Grant Number: <b>D23-003</b>									
4. Subrecipient Contact, phone/email: <b>Cherie Nevin / (360) 239-1282 cherie.nevin@co.thurston.wa.us</b>		5. Grant Start Date: <b>April 20, 2022</b>		6. Grant End Date: <b>April 30, 2024</b>									
7. Department Program Manager, phone/email: <b>Tim Cook, (253) 512-7072 tim.cook@mil.wa.gov</b>		8. Unique Entity ID (UEI): <b>CEMQCNLNV6P1</b>		9. UBI # (state revenue): <b>600138394</b>									
10. Funding Authority: <b>Washington State Military Department</b> (the "DEPARTMENT"), and <b>Federal Emergency Management Agency (FEMA)</b>													
11. Funding Source Agreement #: <b>5320-08-F</b>		12. Program Index # <b>712FS/714FF</b>		13. Assistance Listing # & Title: <b>97.039 (HMGP)</b>									
14. Total Federal Award Amount: <b>\$65,141.42</b>		15. Federal Award Date: <b>04/20/2022</b>		16. TIN or SSN: <b>91-6001375</b>									
17. Service Districts: (BY LEGISLATIVE DISTRICT): <b>10th</b> (BY CONGRESSIONAL DISTRICT): <b>22nd</b>		18. Service Area by County(ies): <b>Thurston County</b>		19. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____									
20. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency										
22. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____			23. 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										
<p>24. PURPOSE/DESCRIPTION:</p> <p>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.</p> <p>Title: <b>Thurston County Firewise Training</b>. 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.</p> <p>The DEPARTMENT is the Recipient and Pass-through Entity of the Presidential Disaster Declaration <b>#FEMA-FM-5320-WA</b> project <b>FM-5320-08-F Thurston County Firewise Training</b> 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.</p> <p>IN WITNESS WHEREOF, the DEPARTMENT and SUBRECIPIENT acknowledge and accept the terms of this Agreement, exhibits, references and attachments hereto and have executed this Agreement as of the date and year written below. This Agreement Face Sheet; Special Terms &amp; 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 hereto.</p> <p>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:</p> <table style="width: 100%;"> <tr> <td>1. Applicable Federal and State Statutes and Regulations</td> <td>5. Special Terms and Conditions</td> </tr> <tr> <td>2. DHS Standard Terms and Conditions</td> <td>6. General Terms and Conditions, and,</td> </tr> <tr> <td>3. Presidential Declaration, FEMA State Agreement, and other associated documents</td> <td>7. Other provisions of the contract incorporated by reference.</td> </tr> <tr> <td>4. Statement of Work and/or Project Description as outlined in FEMA approved Project Application</td> <td></td> </tr> </table>						1. Applicable Federal and State Statutes and Regulations	5. Special Terms and Conditions	2. DHS Standard Terms and Conditions	6. General Terms and Conditions, and,	3. Presidential Declaration, FEMA State Agreement, and other associated documents	7. Other provisions of the contract incorporated by reference.	4. Statement of Work and/or Project Description as outlined in FEMA approved Project Application	
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3. Presidential Declaration, FEMA State Agreement, and other associated documents	7. Other provisions of the contract incorporated by reference.												
4. Statement of Work and/or Project Description as outlined in FEMA approved Project Application													
<p>WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.</p> <table style="width: 100%;"> <tr> <td style="width: 50%;"> <p>FOR THE DEPARTMENT:</p> <p> <b>12/7/2022</b></p> <p>Signature _____ Date</p> <p>Regan Anne Hesse, Chief Financial Officer Washington State Military Department</p> </td> <td style="width: 50%;"> <p>FOR THE SUBRECIPIENT:</p> <p> <b>11/22/22</b></p> <p>Signature _____ Date</p> <p>Ben Miller-Todd Interim Asst Emergency Services Director</p> </td> </tr> <tr> <td> <p>APPROVED AS TO FORM:</p> <p>Signature on File _____ <b>4/17/2020</b></p> <p>Brian E. Buchholz _____ Date</p> <p>Assistant Attorney General</p> </td> <td> <p>APPROVED AS TO FORM:</p> <p> <b>10/5/22</b></p> <p>_____ Date</p> </td> </tr> </table>						<p>FOR THE DEPARTMENT:</p> <p> <b>12/7/2022</b></p> <p>Signature _____ Date</p> <p>Regan Anne Hesse, Chief Financial Officer Washington State Military Department</p>	<p>FOR THE SUBRECIPIENT:</p> <p> <b>11/22/22</b></p> <p>Signature _____ Date</p> <p>Ben Miller-Todd Interim Asst Emergency Services Director</p>	<p>APPROVED AS TO FORM:</p> <p>Signature on File _____ <b>4/17/2020</b></p> <p>Brian E. Buchholz _____ Date</p> <p>Assistant Attorney General</p>	<p>APPROVED AS TO FORM:</p> <p> <b>10/5/22</b></p> <p>_____ Date</p>				
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**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	Ben Miller-Todd	Name	Tim Cook
Title	Interim Asst Emergency Svcs Director	Title	State Hazard Mitigation Officer
E-Mail	ben.miller-totodd@co.thurston.wa.us	E-Mail	<a href="mailto:tim.cook@mil.wa.gov">tim.cook@mil.wa.gov</a>
Phone	360-704-2794	Phone	253-512-7072
Name	Sandra Eccker	Name	Matthew Lebens
Title	Emergency Management Manager	Title	Hazard Mitigation Program Supervisor
E-Mail	ecckers@co.thurston.wa.us	E-Mail	Matthew.Lebens@mil.wa.gov
Phone	360-867-2824	Phone	(253) 433-5293
Name	Cherie Nevin	Name	Chris Credle
Title	Emergency Management Coordinator	Title	Hazard Mitigation Program Coordinator
E-Mail	<a href="mailto:cherie.nevin@co.thurston.wa.us">cherie.nevin@co.thurston.wa.us</a>	E-Mail	Christopher.credle@mil.wa.gov
Phone	360-867-2827	Phone	(253) 414-5291

**ARTICLE II ADMINISTRATIVE REQUIREMENTS**

The SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by FEMA applicable to the Presidential Disaster Declaration including, but not limited to, all criteria, restrictions, and requirements of the "FEMA State Agreement" published by FEMA and the federal regulations commonly applicable to FEMA grants, all of which are incorporated herein by reference. The FEMA Award Letter and its attachments are incorporated in this Agreement as Attachment 6.

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 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.

**2. PROJECT FUNDING**

The DEPARTMENT will administer the **Hazard Mitigation Grant Program (HMGP)** 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 (total project cost) for the purposes of this Agreement is **\$86,855.22** 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 **\$10,856.90** 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 **\$65,141.42** 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 **\$10,856.90** dollars, or **12.5** percent, at minimum, of the total project cost. The DEPARTMENT's contributions must be from a non-federal source and must comply with all Federal requirements and regulations.
- e. The DEPARTMENT shall not be obligated to pay any amount beyond that set out in Subsections c and d 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.
- f. 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 **April 20, 2022** and shall terminate on **April 30, 2024**. 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-5320-08-F**, 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.36.

#### **4. REIMBURSEMENT AND BUDGET REQUIREMENTS**

The DEPARTMENT, using disaster funds from PL 93-288, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, and the State of Washington, for the Hazard Mitigation Grant 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, as specified in Article II, Section A.2.f Project Funding, 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, SUBRECIPIENTS 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 15<sup>th</sup> 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 also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note), and complete and return to the DEPARTMENT the FFATA Form located at <http://mil.wa.gov/emergency-management-divison/grants/requiredgrantforms>; which is incorporated by reference and made a part of this Agreement.

## 6. PROCUREMENT

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

## 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> with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.
- c. Monitoring activities may include, but are not limited to:
  - i. review of financial and performance reports;
  - ii. monitoring and documenting the completion of Agreement deliverables;
  - iii. documentation of phone calls, meetings, e-mails, and correspondence;
  - iv. review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements;
  - v. observation and documentation of Agreement related activities, such as exercises, training, funded events, and equipment demonstrations;
  - vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The SUBRECIPIENT is required to meet or exceed the monitoring activities, as outlined above 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:

- Photographs of the structures or properties involved in the project **prior** to project implementation **and after** project implementation.
- Digital geospatial coordinates (latitude and longitude) for each structure with an accuracy of ± 20 meters (64) feet.
- Certificate of occupancy or equivalent documentation from the appropriate regulatory authority for each structure to certify it is code-compliant.

- Certification that the SUBRECIPIENT has met the environmental and historic preservation conditions of the grant award as described in this Agreement.
- 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).
- 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:

- Signed Statement of Voluntary Participation from owner of each acquired property.
- Documentation of dates of acquisition and structure demolition or removal from property for each property.
- Copy of recorded open space deed restrictions for each acquired property.
- Copy of AW-501 form filed with National Flood Insurance Program for each acquired repetitive loss property.
- Documentation of consultation with Army Corps of Engineers and 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:

- Photographs of the structures prior to elevation, and front, rear and side photos post-elevation.
- Copies of the pre-project elevation certificate for each structure, or documentation of methodology used to calculate the first-floor elevations.
- Copies of the post-project elevation certificate for each structure.
- Copies of certificate of occupancy for each elevated structure to certify that it is code compliant.
- 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 National Flood Insurance Program regulations and technical bulletins.
- Copy of AW-501 form filed with National Flood Insurance Program for each elevated repetitive loss property.
- Copies of proof of flood insurance for each elevated structure.
- 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. ADDITIONAL SPECIAL CONDITIONS**

- a. Construction Documents, Contracts, Change Orders
  - i. Construction Document Approval: The SUBRECIPIENT agrees to submit one copy of all construction plans and specifications to the DEPARTMENT for review and approval prior to solicitation of bids for construction.
  - 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. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.326 Contract Provisions. 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.

## **12. EQUIPMENT AND SUPPLY MANAGEMENT**

- a. If applicable, SUBRECIPIENTS and any non-federal entity to which the SUBRECIPIENT makes a subaward shall comply with 2 CFR 200.318 – 200.326, to include but not limited to:
  - i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the SUBRECIPIENT, or a recognized non-federal entity to which the SUBRECIPIENT has made a subaward, for which a contract or other means of legal transfer of ownership is in place.
  - ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the SUBRECIPIENT's inventory system.
  - iii. Equipment records shall include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Federal Award Identification Number (FAIN); Assistance Listing number; who holds the title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.
  - iv. The SUBRECIPIENT shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the SUBRECIPIENT to determine the cause of the difference. The SUBRECIPIENT shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.



- v. The SUBRECIPIENT shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The SUBRECIPIENT shall develop appropriate maintenance schedules and procedures to ensure the equipment and supplies are well maintained and kept in good operating condition.
  - vi. The SUBRECIPIENT must obtain and maintain all necessary certifications and licenses for the equipment.
  - vii. 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.
  - viii. If the SUBRECIPIENT is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return.
  - ix. If, upon termination or at the Grant Agreement End Date, there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value which will not be needed for any other Federal award, or when original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, the SUBRECIPIENT must comply with following procedures:
    - a) The SUBRECIPIENT may retain the supplies for use on other non-Federal related activities or sell them, but must compensate the Federal sponsoring agency for its share.
    - b) The SUBRECIPIENT must dispose of equipment as follows:
      - i). Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the SUBRECIPIENT with no further obligation to the awarding agency.
      - ii). Items of equipment with a current per-unit fair market value of more than \$5,000 may be retained or sold and the SUBRECIPIENT shall compensate the Federal-sponsoring agency for its share.
  - x. Records for equipment shall be retained by the SUBRECIPIENT for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the SUBRECIPIENT until all litigation, claims, or audit findings involving the records have been resolved.
- b. 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.
  - c. Equipment purchased with DHS federal award funds is to be marked with "Purchased with funds provided by the U.S. Department of Homeland Security" when practicable.
  - d. As a SUBRECIPIENT of federal funds, the SUBRECIPIENT must pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the SUBRECIPIENT makes a subaward of federal award funds under this Agreement.

#### **B. DHS FFY22 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 as Attachment 6.



**Washington State Military Department  
GENERAL TERMS AND CONDITIONS  
Mitigation Grants**

**A.1 DEFINITIONS**

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

- a. **"DEPARTMENT"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the DEPARTMENT, or any of the officers or other officials lawfully representing that Department. DEPARTMENT is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a subrecipient under this Agreement.
- b. **"SUBRECIPIENT"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the DEPARTMENT. However, the definition of "subrecipient" is the same as in 2 CFR 200.93 for all other purposes. "
- c. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities, and policies.
- d. **"Project"** shall mean those activities as described in the FEMA approved project application (insert application number), which are incorporated in and made a part of this Agreement by reference, and as described in Attachments 3, 4, and 5.
- e. **"Investment Justification"** means grant application investment justification submitted by the SUBRECIPIENT describing the project for which federal funding is sought and provided under this Agreement. Such grant application investment justification is hereby incorporated in and made a part of this Agreement by reference.

**A.2 ADVANCE PAYMENTS**

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

**A.3 AMENDMENTS AND MODIFICATIONS**

The SUBRECIPIENT or the DEPARTMENT may request, in writing, an amendment or modification of this Agreement. 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.

**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" (<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/>). The SUBRECIPIENT also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' Debarred Vendor List (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

**A.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 section 1352, title 31, U.S. Code.

**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.

#### A10. 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 2CFR Part 200.318 General procurement standards through 200.326 Contract Provisions.

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

1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage

determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor 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.

The procurement process followed shall be in accordance with 2 CFR Parts 200 and 3002, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable to the SUB-GRANTEE. All subcontracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

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 must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in

connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11) Notice of 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).

- b. The DEPARTMENT reserves the right to review the SUBRECIPIENT procurement plans and documents, and require the SUBRECIPIENT to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 200.326/. The SUBRECIPIENT must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the SUBRECIPIENT and DEPARTMENT to make a determination on eligibility of project costs.
- c. All 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 Contractor and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.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 cooperatively 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 70.105D.020 (10).

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 representative and the Authorized Signature representative of the SUBRECIPIENT or Alternate for the SUBRECIPIENT, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and

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

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

**A.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, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

**A.24 POLITICAL ACTIVITY**

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

**A.25 PRIVACY**

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

The DEPARTMENT reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the SUBRECIPIENT through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the DEPARTMENT. Salting is the act of placing

a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

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

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

**A.26 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

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

**A.27 PUBLICITY**

The SUBRECIPIENT agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Agreement wherein the DEPARTMENT's name is mentioned or language used from which the connection of the DEPARTMENT's name may, in the DEPARTMENT's judgment, be inferred or implied. The SUBRECIPIENT agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT.

The SUBRECIPIENT may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CDR 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 FEMA's financial support, by Assistance Listing 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 and/or the provisions of the Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the SUBRECIPIENT of funds under this recapture provision shall occur within 30 days of demand.

In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs and expenses thereof, including attorney fees from the SUBRECIPIENT.

**A.29 RECORDS**

- a. The SUBRECIPIENT agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUBRECIPIENT's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The SUBRECIPIENT's records related to this Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the SUBRECIPIENT with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.



- c. The records shall be made available by the SUBRECIPIENT for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUBRECIPIENT's normal working day.
- d. The SUBRECIPIENT shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

**A.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 Federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the SUBRECIPIENT. The DEPARTMENT undertakes no responsibility to the SUBRECIPIENT, or to any third party, other than as is expressly set out in this Agreement.

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

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

The SUBRECIPIENT shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the SUBRECIPIENT in connection with the project.

The SUBRECIPIENT shall not look to the DEPARTMENT, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

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

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

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

The SUBRECIPIENT is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The SUBRECIPIENT must respond to DEPARTMENT requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

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

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

If SUBRECIPIENT claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, 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 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 by reason of this Agreement, nor will the SUBRECIPIENT make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

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

**A.35 TAXES, FEES AND LICENSES**

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

**A.36 TERMINATION FOR CONVENIENCE**

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

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

**A.37 TERMINATION OR SUSPENSION FOR CAUSE**

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

The DEPARTMENT may notify the SUBRECIPIENT in writing of the need to take corrective action and provide a period of time in which to cure. The DEPARTMENT is not required to allow the SUBRECIPIENT an opportunity to cure if it is not feasible as determined solely within the DEPARTMENT's discretion. Any time allowed for cure shall not diminish or eliminate the SUBRECIPIENT 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 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 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 allowed by law 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 allowed by law 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: **Thurston County**  
 PROJECT TITLE: **Thurston County Firewise Training**

The purpose of this project is for **Thurston County** to **create Firewise communities by: Obtaining a Wildfire Risk Assessment and creating an action plan based off that assessment; hold community events (virtual or in-person) to promote Firewise/TakeAction; conduct FireWise training courses and workshops; and register with the Washington State Department of Natural Resources as a Firewise community.**

A specific and more detailed scope of work is found in the FEMA approved Project Application **FM-5320-08-F** which is incorporated herein by reference.

**Thurston County 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 15<sup>th</sup> 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.
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.
- 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. 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.
- g. 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.
- h. 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.
- i. (Additional requirements as noted by FEMA in grant award document).
- j. 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.

For Hazard Mitigation Grant Program (HMGP) only: 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-5320-WA**. A request for additional funds must be fully documented and justified.

#### **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 **Thurston County** within 30 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 written request for additional documentation to support the reimbursement request.
3. Coordinate with the staff of **Thurston County** to schedule any sub-recipient monitoring, site visits or final inspections by DEPARTMENT staff.

**PROJECT DEVELOPMENT SCHEDULE**

SUBRECIPIENT: **Thurston County**  
 PROJECT TITLE: **Thurston County Firewise Training**

<b><i>DESCRIPTION OF ACTIVITY/TASK</i></b>	<b><i>SCHEDULED COMPLETION DATE</i></b>
Public Education about Firewise Program and Training Opportunities	4 months
Schedule Dates and Times for Eight (8) Courses	<1 month
Advertise for Firewise Courses	3 months
Register Participants for Courses	2 months
Selection Location for Firewise Assessment	<1 month
Provide "Assessing Wildfire Hazards in the Home Ignition Zone" Workshops	10 months
Implement Firewise standards into Local Preparedness and Neighborhood Programs	3 months
Total Time Required to Complete This Project: <b><u>24</u></b> months	
Quarterly Reports Due on Project Progress, Final Project Report and all documentation, site visits and inspections.	October 15, <b><u>2022</u></b> ; January 15, <b><u>2023</u></b> ; April 15, <b><u>2023</u></b> ; July 15, <b><u>2023</u></b> ; October 15, <b><u>2023</u></b> ; January 15, <b><u>2024</u></b> ; April 15, <b><u>2024</u></b> ; July 15, <b><u>2024</u></b> ;



**PROJECT BUDGET**

SUBRECIPIENT: **Thurston County**  
 PROJECT TITLE: **Thurston County Firewise Training**

<b><i>APPROVED BUDGET CATEGORY</i></b>	<b><i>ESTIMATED COST</i></b>
Pre-Award Costs 7/12/2020	\$1,033.83
Personnel	\$8,824.39
Supplies	\$5,897.00
Contractual	\$71,100
	<i>Subtotal</i>
	\$86,855.22
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.	\$4,342.76
<b>TOTAL</b>	
\$91,197.98	
<p><b>Tracking and Reporting Project Costs:</b> 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><b>Final Payment:</b> 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>	

For Hazard Mitigation Grant Program only: 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-5320-WA**. A request for additional funds must be fully documented and justified.

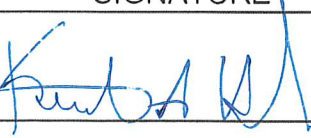
# SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT  
Camp Murray, Washington 98430-5122

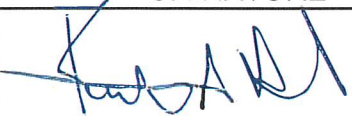
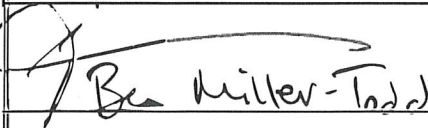
*Please read instructions on reverse side before completing this form.*

NAME OF ORGANIZATION Thurston County Emergency Management	DATE SUBMITTED 11/29/2022
PROJECT DESCRIPTION Thurston County Firewise Training	CONTRACT NUMBER D23-003

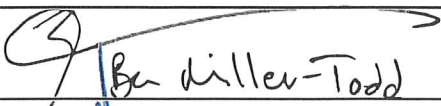

## 1. AUTHORIZING AUTHORITY

SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Kurt Hardin	Emergency Services Director

## 2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Kurt Hardin	Emergency Services Director
	Ben Miller-Todd	Asst. Emergency Svs. Director

## 3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Ben Miller-Todd	Asst. Emergency Svs. Director
	Peter Tassoni	Emergency Mgmt. Manager

**Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form**

NAME County of Thurston		Doing business as (DBA) Thurston County Emergency Management	
ADDRESS 9521 Tilley Road S Olympia WA 98512	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI) 342 007 752	Federal Employer Tax Identification #: 91-6001375
This certification is submitted as part of a request to contract.			

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

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

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

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

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

Bidder or Contractor Signature: Ben Miller-ToddDate: 12/1/2022Print Name and Title: Ben Miller-Todd



## WASHINGTON MILITARY DEPARTMENT

### Audit Certification and FFATA Reporting Form

#### CONTACT INFORMATION

Subrecipient Name (Agency, Local Government, or Organization): Emergency Management, Thurston County Washington

Subrecipient Data Universal Numbering System (DUNS) / Unique Entity Identifier (UEI) Number: 078320131

Authorized Financial Representative (Name and Title): Darren Bennett, Financial Services Manager

Address: 929 Lakeridge DR SW, Olympia, WA 98502

Email: darren.bennett@co.thurston.wa.us

Phone Number: 360 867-2253

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

#### **SECTION A: Entities NOT subject to the audit requirements of 2 CFR Part 200 Subpart F (check all that apply)**

☐ We did not expend \$750,000 or more of total federal awards during the preceding fiscal year.

☐ We are a for-profit organization.

☐ We are exempt for other reasons (describe):

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

#### **SECTION B: Entities that ARE subject to the audit requirements of 2 CFR Part 200 Subpart F (Complete the information below and check the appropriate box)**

☐ We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] for fiscal year [enter date]. There were no findings related to federal awards or internal controls.

☒ We completed our last 2 CFR Part 200 Subpart F Audit on 9/8/2022 for fiscal year 2021 and there were findings related to federal awards and/or internal controls.

☐ Our completed 2 CFR Part 200 Subpart F Audit will be available on [enter date] for fiscal year [enter date].

**Provide a complete copy of the audit report electronically to [contracts.office@mil.wa.gov](mailto:contracts.office@mil.wa.gov) or provide the state audit number (State Audit number 1031055).**

**SECTION C: Federal Funding Accountability and Transparency Act (check the corresponding answer)**

In your preceding fiscal year, did your organization receive 80% or more of its gross revenues from federal funding? ☐ Yes ☒ No

In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding? ☒ Yes ☐ No

If you answered yes to the previous questions, WMD Contracts staff will request additional information to comply with FFATA reporting.

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



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Signature of Authorized Financial Representative:

Date: 10/5/2022



## Single Source Justification Review Form

**Instructions:** [RCW 39.04.280\(1\)\(a\)](#) allows agencies to waive competitive bidding if a purchase is clearly and legitimately limited to a single supplier.

The purpose of this form is to assist offices and departments to document either a sole source or single source procurement. Sole source procurements occur when there is only one vendor available to provide a good or service. Single source procurements occur when a single vendor is intentionally chosen out of multiple potential vendors without competition. In both scenarios, the purchaser is seeking to avoid competitive bidding. The ability to both sole source and single source a procurement is limited by the Code of Federal Regulations, Washington State Law, and County policy.

### Select the type of exemption requested

- ☒ Sole Source/Single source (procurement only available from one vendor)
- ☐ Waiver (request BoCC waive competitive bidding requirements for reasons other than sole source)

### Select the type of purchase

- ☐ Public Works – Complete Section 1
- ☐ Purchased Goods or Services – Complete Section 1
- ☐ Architectural and Engineering Services (A&E) – Complete Section 1
- ☐ Information Technology Related Purchases – Complete Section 1
- ☒ Sole Source/Single source Personal Services (non-A&E Professional Services) – Complete Section 1
- ☐ Waive Competitive Bidding Personal Services (non-A&E Professional Services) – Complete Section 2

### Identify the source of funds (check all that apply)

- ☒ Federal funds (both as direct recipient and as a pass through or subgrantee) – complete section 3
- ☐ Non-federal sources (state, local, private entity) – Nothing additional to complete

### Section 1

Complete questions 1-3 **OR** question 4 in documenting your sole source justification.

1. What purchase specifications and/or performance requirements limit the market to only one vendor?  
*Thurston County Emergency Management has received a Hazard Mitigation Grant to provide six "Assessing Wildfire Hazards in the Home Ignition Zone" training workshops as part of the grant projects scope of work to create Firewise® communities by obtaining wildfire risk assessments and holding community events in order to develop a community wildfire protection plan and register with Washington State Department of Natural Resources as a Firewise community.*

*Firewise USA® is a copyright program administered by the National Fire Protection Association (NFPA) and is co-sponsored by the USDA Forest Service, the U.S. Department of the Interior, and the National Association of State Foresters. The NFPA is a global self-funded nonprofit organization adheres to strict codes and standards that are widely accepted throughout the Firefighting and Forestry services to include the Washington State Department of Natural Resources, Washington State Fire Marshalls Office, and Thurston County Fire Chief's Association.*

*While other professional service/consultant vendors may be able to provide wildfire hazard risk assessments, none have been able to show an established training curriculum for hosting community-based training/workshops that is widely accepted by local, state and federal fire service and forestry service agencies.*

2. How did you determine that only one vendor could respond to your specifications?

*Thurston County's MRSC consultant roster does not contain "Wildfire"; "Wildfire Risk Consulting"; "Wildfire Risk Assessment" or "Wildfire Hazard Assessment" as a service category.*

*Without "Wildfire" included in any service categories, a MRSC consultant roster was generated instead using the main categories: environmental consulting, personnel services with sub-categories: environmental education and training; mapping and vegetation control; urban forest assessment and training. Two vendors met these criteria.*

*Each vendor was solicited for services in wildfire risk assessment training, one vendor (Cascadia Consulting Group) did not respond after a weeklong period of waiting and another vendor (Herrera Environmental Consultants, Inc.) responded stating they do not have a curriculum established for community wildfire risk assessment training.*

*A third vendor not included in Thurston County's MRCS consultant roster (National Volunteer Council) was solicited for wildfire risk assessment training but did not respond after a weeklong period of waiting.*

*NFPA was the only vendor with an established training curriculum for wildfire risk assessment training that meets the needs of the grant scope of work.*

3. Will the vendor certify that the County is getting the lowest price it offers?

*The sales associate indicated that he has requested from his management at NFPA to provide such certification, documentation and/or a statement from NFPA certifying the County is receiving the lowest price offered is still pending at this time. A quote for the requested services has been provided.*

4. Describe any and all market conditions that justify the waiver of competitive bidding for purchases involving special facilities or market conditions. These are generally limited to good deals that are available for a short time, such as a very good price on an exceptional piece of used equipment, or the chance to buy supplies at a going-out-of-business sale or similar event.

*There are no other markets for community wildfire mitigation training that possess co-sponsorship and endorsement from USDA Forest Service, the U.S. Department of the Interior, the National Association of State Foresters, and Washington State Department of Natural Resources.*

*The standard for wildfire risk assessment taught by the NFPA are also those that are utilized by the Washington State Department of Natural Resources' Wildfire Ready Neighbors Program which will help further promote the objectives of this Thurston County Firewise Training grant.*



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## Section 2

1. Describe the nature and scope of personal services to be provided.
  2. How did you determine that the county was getting the best value for this service or that use of this vendor best serves the interests of Thurston County?
- 

## Section 3

When using Federal funds for a procurement, federal requirements on competitive bidding must be followed. Sole source procurements are exempt from competitive bidding or referred to as a noncompetitive proposal. The Federal government defines procurement by noncompetitive proposals as a procurement through solicitation of a proposal from only one source. Document under which criteria this procurement may be awarded by non-competitive proposals in accordance with 2 CFR § 200.320(f):

- ☒ The item is available only from a single source
  - ☐ The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation
  - ☐ The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity
  - ☐ After requesting quotes from three or more sources, competition is determined inadequate
- 

## Section 4

Leave Section 4 blank. To be completed by Thurston County's Internal Auditor.

---

<b>This section to be completed by Thurston County's Internal Auditor</b>
---

### Section 1 Review:

Competitive bidding may be waived when a procurement is clearly and legitimately limited to a single vendor. The above procurement as outlined in Section 1 meets one or more of the criteria for waiving competitive bidding requirements:

- ☒ Licensed, copyrighted, or patented products or services that only one vendor provides
- ☐ New equipment or products that must be compatible with existing equipment or products
- ☐ Proprietary or custom-built software or information systems that only one vendor provides
- ☐ Products or services where only one vendor meets the required certifications or statutory requirements
- ☐ Not Applicable (The request is not for a sole source procurement)

County Policy requires documentation that the procurement meets certain requirements. The above procurement meets all the documentation criteria as selected below:



- ☒ The good or service is available only through one provider or manufacturer (or distributor, and the manufacturer so certifies)
- ☒ The specifications are material to the purpose of the procurement and are not merely written to limit competition.
- ☒ The vendor certifies that the County is getting the lowest price it offers.
- ☐ Not Applicable (The request is not for a sole source procurement)

---

#### Section 2 Review

Procurements that are fully or partially funded with federal dollars must be competitively bid as required by 2 CFR § 200.320(f). Single source procurements obtained with federal funding cannot be awarded by a noncompetitive proposal. Therefore, when federal funds are involved, the BoCC may not waive competitive bidding requirements for these procurements. I confirm that the above request in section 2 meets the following:

- ☐ Federal funds are not used on this procurement and therefore waiver of competitive bidding is allowable.
- ☒ Not Applicable (The request is not for a single source procurement).

---

#### Section 3 Review

When Federal funds are used on a sole source procurement, one of 4 criteria must be met as outlined in 2 CFR § 200.320(f). This sole source request also meets one of the four federal requirements (or is not applicable):

- ☐ The item is available only from a single source
- ☐ The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- ☐ The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- ☒ After requesting quotes from three or more sources, competition is determined inadequate.
- ☐ Not Applicable (Procurement is not funded with Federal funds)

---

#### Internal Audit Sole Source or Single Source Confirmation

- ☒ The **Sole source/Single Source** justification meets the requirements of County Policy, RCW, and CFR 2 CFR § 200.320(f).
- ☐ The **Waiver** justification meets the requirements of County Policy, RCW, and CFR 2 CFR § 200.320(f). The BoCC may consider waiving the competitive bidding requirements in County policy for this service.

Brandon Weber

Internal Auditor



12/19/2022

**Printed Name**

**Title**

**Signature**

**Date**

**From:** [Guiliano, Joseph](#)  
**To:** [Brandon Cheney](#)  
**Cc:** [Peter Tassoni](#)  
**Subject:** RE: Draft Professional service contract, RE: ASIP Training  
**Date:** Tuesday, February 21, 2023 11:20:14 AM  
**Attachments:** [ThurstonCountyProposal Pricing 10.20.22\(nh\).docx](#)

---

**CAUTION:** Always use caution when opening attachments. Make sure you know the sender and are you expecting one.

Hi Brandon,

Attached please find the pricing letter that you had requested.

Our in-house council is also reviewing the draft of your service contract and I'll let you know when that comes back.

Do you have an idea of what dates you'd like to target for these classes?

Thanks,

-Joe

---

**From:** Brandon Cheney <[brandon.cheney@co.thurston.wa.us](mailto:brandon.cheney@co.thurston.wa.us)>  
**Sent:** Friday, January 6, 2023 5:49 PM  
**To:** Guiliano, Joseph <[JGuiliano@nfpa.org](mailto:JGuiliano@nfpa.org)>  
**Cc:** Peter Tassoni <[peter.tassoni@co.thurston.wa.us](mailto:peter.tassoni@co.thurston.wa.us)>  
**Subject:** RE: Draft Professional service contract, RE: ASIP Training

Thank you Joe,

After I had sent the draft contract, I noticed some typos already. Attached is a fixed version of the draft contract.

Brandon Cheney  
Emergency Management Coordinator  
Thurston County Emergency Management  
Cell: 360-490-7328 | Office: 360-867-2826  
[brandon.cheney@co.thurston.wa.us](mailto:brandon.cheney@co.thurston.wa.us)

---

**From:** Guiliano, Joseph <[JGuiliano@nfpa.org](mailto:JGuiliano@nfpa.org)>  
**Sent:** Friday, January 6, 2023 11:22 AM  
**To:** Brandon Cheney <[brandon.cheney@co.thurston.wa.us](mailto:brandon.cheney@co.thurston.wa.us)>  
**Cc:** Peter Tassoni <[peter.tassoni@co.thurston.wa.us](mailto:peter.tassoni@co.thurston.wa.us)>  
**Subject:** RE: Draft Professional service contract, RE: ASIP Training

Thank you Brandon. I'll forward over to legal to get things moving.

Regards,

-Joe

---

**From:** Brandon Cheney <[brandon.cheney@co.thurston.wa.us](mailto:brandon.cheney@co.thurston.wa.us)>

**Sent:** Friday, January 6, 2023 1:15 PM

**To:** Guiliano, Joseph <[JGuiliano@nfpf.org](mailto:JGuiliano@nfpf.org)>

**Cc:** Peter Tassoni <[peter.tassoni@co.thurston.wa.us](mailto:peter.tassoni@co.thurston.wa.us)>

**Subject:** Draft Professional service contract, RE: ASIP Training

Good morning Joe,

Attached is a draft version of the professional service contract for NFPA's review.

Once the procurement is approved by our BoCC, I will send a finalized version that's ready for signature.

Let me know if you have any questions!

Brandon Cheney  
Emergency Management Coordinator  
Thurston County Emergency Management  
(360) 867-2826 (office)  
(360) 490-7328 (cell)  
[brandon.cheney@co.thurston.wa.us](mailto:brandon.cheney@co.thurston.wa.us)

---

**From:** Brandon Cheney

**Sent:** Tuesday, January 3, 2023 12:50 PM

**To:** Guiliano, Joseph <[JGuiliano@nfpf.org](mailto:JGuiliano@nfpf.org)>

**Cc:** Peter Tassoni <[peter.tassoni@co.thurston.wa.us](mailto:peter.tassoni@co.thurston.wa.us)>

**Subject:** RE: ASIP Training

Not a problem!

We have a professional service contract approved as to form we use for large training purchases such as these. I should have a draft for your legal team to initially review by the end of this week.

We are hoping to start courses as soon as March of this year, we want to ensure we give enough time to deliver all six courses over a reasonable spaced schedule before the end of the grant period (April 30, 2024).

We are still working with our external partners on specific course times, but I am estimating holding approximately two classes each in the spring, summer and fall quarter of this year (dependent on instructor availability).

Brandon Cheney  
Emergency Management Coordinator  
Thurston County Emergency Management  
(360) 867-2826 (office)  
(360) 490-7328 (cell)  
[brandon.cheney@co.thurston.wa.us](mailto:brandon.cheney@co.thurston.wa.us)

---

**From:** Guiliano, Joseph <[JGuiliano@nfpa.org](mailto:JGuiliano@nfpa.org)>  
**Sent:** Tuesday, January 3, 2023 12:35 PM  
**To:** Brandon Cheney <[brandon.cheney@co.thurston.wa.us](mailto:brandon.cheney@co.thurston.wa.us)>  
**Cc:** Peter Tassoni <[peter.tassoni@co.thurston.wa.us](mailto:peter.tassoni@co.thurston.wa.us)>  
**Subject:** RE: ASIP Training

Hi Brandon,

Thank you for the update.  
You mentioned a contract which will also need legal review.

If you can send me the draft I can get it into our legal's hands for review sooner rather than later. Also, I know you're looking to do about 6 classes so please let me know when you are thinking of holding the first one and what you think the schedule may look like.

Thank you,  
-Joe

---

**From:** Brandon Cheney <[brandon.cheney@co.thurston.wa.us](mailto:brandon.cheney@co.thurston.wa.us)>  
**Sent:** Tuesday, January 3, 2023 3:15 PM  
**To:** Guiliano, Joseph <[JGuiliano@nfpa.org](mailto:JGuiliano@nfpa.org)>  
**Cc:** Peter Tassoni <[peter.tassoni@co.thurston.wa.us](mailto:peter.tassoni@co.thurston.wa.us)>  
**Subject:** RE: ASIP Training

Good afternoon Joe and happy new year! Hope you had a good holiday.

Wanted to give you an update on our end regarding contracting for those ASIP group trainings for Thurston County.

Our internal auditor approved the sole-source justification, all we need now is that letter / statement

from NFPA regarding the quoted price.

I can start getting a contract drafted, and once those pieces are ready the last step will be to send everything to our Board of County Commissioners for approval.

Let me know if there is anything I can do on my end to help.

Respectfully,

Brandon Cheney  
Emergency Management Coordinator  
Thurston County Emergency Management  
(360) 867-2826 (office)  
(360) 490-7328 (cell)  
[brandon.cheney@co.thurston.wa.us](mailto:brandon.cheney@co.thurston.wa.us)

---

**From:** Brandon Cheney  
**Sent:** Tuesday, November 22, 2022 4:01 PM  
**To:** Guiliano, Joseph <[JGuiliano@nfpa.org](mailto:JGuiliano@nfpa.org)>  
**Cc:** Peter Tassoni <[peter.tassoni@co.thurston.wa.us](mailto:peter.tassoni@co.thurston.wa.us)>  
**Subject:** RE: ASIP Training

No worries! Thank you for the update. It is taking long on my end as well so no rush.

I went ahead and sent what I have put together so far to our internal auditor for review. I will add the letter once you send that as well.

You have a great Thanksgiving as well!

Brandon Cheney  
Emergency Management Coordinator  
Thurston County Emergency Management  
Cell: 360-490-7328 | Office: 360-867-2826  
[brandon.cheney@co.thurston.wa.us](mailto:brandon.cheney@co.thurston.wa.us)

---

**From:** Guiliano, Joseph <[JGuiliano@nfpa.org](mailto:JGuiliano@nfpa.org)>  
**Sent:** Tuesday, November 22, 2022 3:52 PM  
**To:** Brandon Cheney <[brandon.cheney@co.thurston.wa.us](mailto:brandon.cheney@co.thurston.wa.us)>  
**Cc:** Peter Tassoni <[peter.tassoni@co.thurston.wa.us](mailto:peter.tassoni@co.thurston.wa.us)>  
**Subject:** RE: ASIP Training

Hi Brandon,

It is with legal for approval. I've followed up and will let you know as soon as I hear back.  
Sorry its taking so long.

Have a great Thanksgiving and hopefully I'll be in touch next week.

-Joe

---

**From:** Brandon Cheney <[brandon.cheney@co.thurston.wa.us](mailto:brandon.cheney@co.thurston.wa.us)>  
**Sent:** Monday, November 21, 2022 5:17 PM  
**To:** Guiliano, Joseph <[JGuiliano@nfpa.org](mailto:JGuiliano@nfpa.org)>  
**Cc:** Peter Tassoni <[peter.tassoni@co.thurston.wa.us](mailto:peter.tassoni@co.thurston.wa.us)>  
**Subject:** RE: ASIP Training

Good afternoon Joe,

Before we start running into the Holidays, just wanted to follow up on our County's request for that verbiage to get the sole source procurement approved to contract with NFPA.

If you management has any questions or concerns about the request, just let me know and I can provide more clarification if needed.

Respectfully,

Brandon Cheney  
Emergency Management Coordinator  
Thurston County Emergency Management  
Cell: 360-490-7328 | Office: 360-867-2826  
[brandon.cheney@co.thurston.wa.us](mailto:brandon.cheney@co.thurston.wa.us)

---

**From:** Guiliano, Joseph <[JGuiliano@nfpa.org](mailto:JGuiliano@nfpa.org)>  
**Sent:** Wednesday, November 2, 2022 9:30 AM  
**To:** Brandon Cheney <[brandon.cheney@co.thurston.wa.us](mailto:brandon.cheney@co.thurston.wa.us)>  
**Subject:** RE: ASIP Training

Hi Brandon,

I've requested an update on this letter and will let you know as soon as I have it in hand.  
Just wanted to let you know I haven't forgotten about it.

Thanks,

-Joe

---

**From:** Brandon Cheney <[brandon.cheney@co.thurston.wa.us](mailto:brandon.cheney@co.thurston.wa.us)>  
**Sent:** Monday, October 24, 2022 1:05 PM  
**To:** Guiliano, Joseph <[JGuiliano@nfpa.org](mailto:JGuiliano@nfpa.org)>  
**Subject:** RE: ASIP Training

No worries! I totally understand, same case for here with the County.

Brandon Cheney  
Emergency Management Coordinator  
Thurston County Emergency Management  
(360) 867-2826 (office)  
(360) 490-7328 (cell)  
[brandon.cheney@co.thurston.wa.us](mailto:brandon.cheney@co.thurston.wa.us)

---

**From:** Guiliano, Joseph <[JGuiliano@nfpa.org](mailto:JGuiliano@nfpa.org)>  
**Sent:** Monday, October 24, 2022 9:40 AM  
**To:** Brandon Cheney <[brandon.cheney@co.thurston.wa.us](mailto:brandon.cheney@co.thurston.wa.us)>  
**Subject:** RE: ASIP Training

Hi Brandon,

I'll follow up on that and get back to you.

Sorry for the delay but nothing moves fast when it gets to management.  
-Joe

---

**From:** Brandon Cheney <[brandon.cheney@co.thurston.wa.us](mailto:brandon.cheney@co.thurston.wa.us)>  
**Sent:** Monday, October 24, 2022 12:19 PM  
**To:** Guiliano, Joseph <[JGuiliano@nfpa.org](mailto:JGuiliano@nfpa.org)>  
**Subject:** RE: ASIP Training

Good morning Joe,

Just wanted to follow up our previous request. If there are any issues or concerns with NFPA proving the requested statement let me know and I can try to address them with our County.

Respectfully,

Brandon Cheney



Emergency Management Coordinator  
Thurston County Emergency Management  
(360) 867-2826 (office)  
(360) 490-7328 (cell)  
[brandon.cheney@co.thurston.wa.us](mailto:brandon.cheney@co.thurston.wa.us)

---

**From:** Brandon Cheney  
**Sent:** Thursday, October 13, 2022 2:56 PM  
**To:** Guiliano, Joseph <[JGuiliano@nfpa.org](mailto:JGuiliano@nfpa.org)>  
**Subject:** RE: ASIP Training

Sounds good, thank you!

Brandon Cheney  
Emergency Management Coordinator  
Thurston County Emergency Management  
Cell: 360-490-7328 | Office: 360-867-2826  
[brandon.cheney@co.thurston.wa.us](mailto:brandon.cheney@co.thurston.wa.us)

---

**From:** Guiliano, Joseph <[JGuiliano@nfpa.org](mailto:JGuiliano@nfpa.org)>  
**Sent:** Thursday, October 13, 2022 10:42 AM  
**To:** Brandon Cheney <[brandon.cheney@co.thurston.wa.us](mailto:brandon.cheney@co.thurston.wa.us)>  
**Subject:** RE: ASIP Training

Hi Brandon,

I've forwarded this to management and requested a letter.  
I'll forward as soon as I receive it.

Thanks,  
-Joe

---

**From:** Brandon Cheney <[brandon.cheney@co.thurston.wa.us](mailto:brandon.cheney@co.thurston.wa.us)>  
**Sent:** Monday, October 10, 2022 5:54 PM  
**To:** Guiliano, Joseph <[JGuiliano@nfpa.org](mailto:JGuiliano@nfpa.org)>  
**Subject:** RE: ASIP Training

Good afternoon Joe,

I reviewed our County procurement policy and will need some additional documentation to get approval from our internal auditor.

In addition to the quote, I need a statement from you or another authorized rep of NFPA that states Thurston County is being quoted the lowest price you offer.

We were approved for a single source procurement for this training back in 2019, so I shouldn't need any other info other than the statement.

Let me know if you have any questions! As soon as I get that statement I can get started on our county approval process.

Thanks!

Brandon Cheney  
Emergency Management Coordinator  
Thurston County Emergency Management  
Cell: 360-490-7328 | Office: 360-867-2826  
[brandon.cheney@co.thurston.wa.us](mailto:brandon.cheney@co.thurston.wa.us)

---

**From:** Brandon Cheney  
**Sent:** Thursday, October 6, 2022 1:05 PM  
**To:** Joe Guiliano <[jguiliano@nfpa.org](mailto:jguiliano@nfpa.org)>  
**Subject:** RE: ASIP Training

Hello Joe, great talking with you as well.

I will be in touch and let you know if there is anything else we need for the contract and will follow up with you once we have dates selected for the deliveries.

Respectfully,

Brandon Cheney  
Emergency Management Coordinator  
Thurston County Emergency Management  
(360) 867-2826 (office)  
(360) 490-7328 (cell)  
[brandon.cheney@co.thurston.wa.us](mailto:brandon.cheney@co.thurston.wa.us)

---

**From:** Joe Guiliano <[jguiliano@nfpa.org](mailto:jguiliano@nfpa.org)>  
**Sent:** Thursday, October 6, 2022 12:53 PM  
**To:** Brandon Cheney <[brandon.cheney@co.thurston.wa.us](mailto:brandon.cheney@co.thurston.wa.us)>  
**Subject:** ASIP Training

Hi Brandon,

It was great speaking with you today.

Attached please find updated pricing for our 2-day onsite ASIP training classes.

Please let me know if you need anything else, and please let me know the dates you would like to target when you have them.

Regards,  
-Joe

**Joseph Guiliano**  
Account Manager | **NFPA**  
1 Batterymarch Park  
Quincy, MA 02169-7471  
+1 617 984 7552

Schedule a meeting with me here <https://calendly.com/jguilianonfpa>



## **NATIONAL FIRE PROTECTION ASSOCIATION**

The leading information and knowledge resource on fire, electrical and related hazards

Thurston County Emergency Management  
Brandon Cheney  
Emergency Management Coordinator

Dear Brandon

Thank you for your interest in our Assessing Structure Ignition Potential from Wildfire Training.

The pricing we provided in the proposal dated October 6<sup>th</sup>, 2022 for ASIP Wildfire Training reflects pricing that is equal to or lower than any other current proposal for ASIP Wildfire Training to be delivered in 2023 containing a similar number of classes for a similar number of participants.

Sincerely

Bill Mello  
NFPA  
Director of Sales



# NATIONAL FIRE PROTECTION ASSOCIATION INC

Unique Entity ID <b>NAF7G2LN6DE3</b>	CAGE / NCAGE <b>60124</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Oct 13, 2023</b>	
Physical Address <b>1 Batterymarch Park Quincy, Massachusetts 02169-7454 United States</b>	Mailing Address <b>1 Batterymarch Park Quincy, Massachusetts 02169 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Massachusetts 08</b>	State / Country of Incorporation <b>Massachusetts / United States</b>	URL <b>http://www.nfpa.org</b>

## Registration Dates

Activation Date <b>Oct 28, 2022</b>	Submission Date <b>Oct 13, 2022</b>	Initial Registration Date <b>Apr 4, 2002</b>
--	--	---

## Entity Dates

Entity Start Date <b>Nov 6, 1896</b>	Fiscal Year End Close Date <b>Dec 31</b>
---	---

## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?

**No**

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

**Yes**

## Entity Types

### Business Types

Entity Structure <b>Corporate Entity (Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>(blank)</b>
Profit Structure <b>Non-Profit Organization</b>		

**Socio-Economic Types**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

Accepts Credit Card Payments  
**Yes**

Debt Subject To Offset  
**No**

EFT Indicator  
**0000**

CAGE Code  
**60124**

**Points of Contact****Electronic Business**

👤  
**Barbara Maskell, Grants Specialist**

**1 Batterymarch Park  
Quincy, Massachusetts 02169  
United States**

William Mello, Director of Sales

1 Batterymarch Park  
Quincy, Massachusetts 02169  
United States

**Government Business**

👤  
**BARBARA MASKELL, Grants Specialist**

**1 Batterymarch Park  
Quincy, Massachusetts 02169  
United States**

Kimberly McDonald, Controller

1 Batterymarch Park  
Quincy, Massachusetts 02169  
United States

**Service Classifications****NAICS Codes**

Primary	NAICS Codes	NAICS Title
<b>Yes</b>	<b>541990</b>	<b>All Other Professional, Scientific, And Technical Services</b>
	<b>115310</b>	<b>Support Activities For Forestry</b>
	<b>511120</b>	<b>Periodical Publishers</b>
	<b>511130</b>	<b>Book Publishers</b>
	<b>511199</b>	<b>All Other Publishers</b>
	<b>519120</b>	<b>Libraries And Archives</b>
	<b>541330</b>	<b>Engineering Services</b>
	<b>541690</b>	<b>Other Scientific And Technical Consulting Services</b>
	<b>611430</b>	<b>Professional And Management Development Training</b>

**Disaster Response**

This entity does not appear in the disaster response registry.

Reviewed by:



## Board of County Commissioners AGENDA ITEM SUMMARY

Agenda Date:

Date Created: 3/20/2023

Agenda Item #:

Created by: Chris Keller, IT Network Supervisor - Information Technology - 360-786-5444

Creator = Presenter? ☐ Yes ☐ No

Is this a presentation by more than one person? ☐

Presenter: **Sherrie Ilg, Interim Director - Information Technology - 360-786-5539**

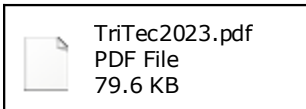
Item Title:

Annual voice infrastructure maintenance renewal - Tri-Tec 2023

Action Needed:

Class of Item:

### List of Exhibits



Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

Click Additional Attachment to attach more materials.

NOTE: If you attach a file and get a message saying " **You have chosen to attach a large file...** ", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☐

Budget Effect Summary? ☐

### Recommended Action:

Move to approve the annual Tri-Tec Communications maintenance contract in the amount of \$49,377 and authorize the Interim Information Technology Director to execute the contract and any amendments that do not exceed 10% per year for up to 5 years.

### Item Description:

All County offices and departments rely on Mitel voice/PBX infrastructure that is covered with the Tri-Tec maintenance.

Thurston County has invested in Mitel telecommunication products as the foundation for our voice connectivity. This maintenance allows for us to open tickets with Tri-Tec support and stay current with software patching levels. The proposed contract is for \$49,377.00 (\$54,067.82 with WSST) for a 1-year term.

This amount is already included in the Information Technology 2023 budget and is funded by rates charged to appropriate Offices and Departments. The purchase will be made using NCPA Fortinet Contract # 01-77 for IT Security and Data Protection Solutions.

This support agreement supports the county's strategic initiative number 17: "Make strategic investments in information technology systems and infrastructure".

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☐

Date Submitted: 3/20/2023



**TRI-TEC Communications, Inc**

Phone: 253-852-7777

Fax: 253-852-5660

25500 74th Ave S

Kent, WA 98032

**Invoice**Number: **664984**Date: **2/10/2023**Source: **SO No. 361361****Bill-To****Attn: ITacctg@co.thurston.wa.us; mcc****THURSTON COUNTY****2000 LAKERIDGE DRIVE SW****OLYMPIA, WA 98502****Ship-To**

JT McCuiston

Thurston County

2000 Lakeridge Drive SW Bld 1

Basement Room 013

Olympia, WA 98502

Phone: (360) 867-2973

Acct. No.	A/R Cust. No.	Acct. ID	Customer PO	Reference	Sales Rep	Ship Via	Terms
11814	THURSTON COUNTY	MAIN SITE			Ron Brown		Upon Receipt

*Same as requested.*

Qty.	Item ID	Description	UOM	Ea. Price	Total
<b>Work Requested:</b> Managed 24X7 Support for the period of 3/30/2023 through 3/29/2024 ***Does Not Include Replacement Telephones***					
1.00	Support	Managed 24X7 Support Service Fee	EA	\$49,377.00	\$49,377.00 <sup>T</sup>
				Item Total:	\$49,377.00
				Sales Tax at 9.500%:	\$4,690.82
				<b>Total Amount Due:</b>	<b>\$54,067.82</b>

(\* denotes repair item)



## Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date:

Date Created: 3/15/2023

Agenda Item #:

Created by: Candace McCutchen, Social Services Program Assistant - Public Health and Social Services - 360-867-2519

Creator = Presenter? ☐ Yes ☐ No

Is this a presentation by more than one person? ☐

Presenter: **Laniece Milam, Quality Assurance/Community Program Manager - Public Health and Social Services - 360-867-2573**

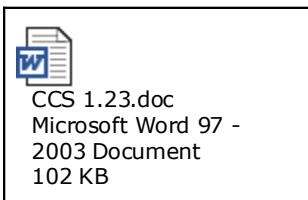
Item Title:

Contract with Catholic Community Services SW - Emergency Shelter Services for Veterans

Action Needed:

Class of Item:

### List of Exhibits



Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

Click Additional Attachment to attach more materials.

NOTE: If you attach a file and get a message saying " **You have chosen to attach a large file...** ", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☐

Budget Effect Summary? ☐

### Recommended Action:

Move to approve the contract with Catholic Community Services Southwest in the amount of \$49,275.00 for the period January 1, 2023 through December 31, 2023 to provide shelter services including shelter stays for homeless veterans and their families at the Drexel House Emergency Shelter, and authorize the Director of Public Health and Social Services to sign the contract and amendments that do not exceed 10%.

### Item Description:

County funds under this contract would reimburse Catholic Community Services SW for shelter night stays for veterans residing at the Drexel House Emergency Shelter who meet the eligibility criteria for the Veterans Assistance Fund. The county has contracted with Catholic Community Services SW for shelter stays for over ten years. The 2023 requested amount of \$45 per night is the same as paid in 2019 through 2022. This contract maintains the available 3 beds a night for veterans, out of the total 16 shelter beds available.

This supports initiative #3 of the Thurston County strategic plan: Collaborate with community partners to reduce homelessness and implement Thurston Thrives housing strategies.

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☐  
Date Submitted: 3/20/2023

PROFESSIONAL SERVICES CONTRACT  
THURSTON COUNTY/ CATHOLIC COMMUNITY SERVICES

**THIS CONTRACT** is entered into in duplicate originals between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 2000 Lakeridge Drive S.W., Olympia, Washington 98502, hereinafter “**County**,” and **CATHOLIC COMMUNITY SERVICES**, a [Washington Corporation] with its principal offices at **1323 Yakima Ave S, Tacoma, WA 98405**, hereinafter “**Contractor**,” collectively referred to as “parties” and individually as “party.”

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

**GENERAL TERMS AND CONDITIONS**

**1. DURATION OF CONTRACT**

The term of this Contract shall begin on **01/01/2023** and shall remain in effect through **12/31/2023** unless renewed or terminated sooner as provided herein.

**2. SERVICES PROVIDED BY THE CONTRACTOR**

The Contractor represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and certifications to perform the services set forth in this Contract.

The Contractor shall perform the following services:

Temporary emergency shelter for military Veterans

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

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

c. The Contractor shall perform according to standard industry practice of the work specified by this Contract.

d. Time is of the essence in the performance of this Contract. The Contractor shall complete its work no later than the Contract termination date and in accordance with the schedule agreed to by the parties.

e. The Contractor shall, from time to time, during the progress of the work, confer with the County. At the County’s request, the Contractor shall prepare and present status reports on its work.

### **3. SERVICES PROVIDED BY THE COUNTY**

In order to assist the Contractor in fulfilling its duties under this Contract, the County may provide information as identified in Exhibit A.

### **4. CONTRACT REPRESENTATIVES**

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For Contractor:

Name of Representative: Michael Curry

Title: Agency Director

Mailing Address: 1323 Yakima Ave.

City, State, and Zip Code: Tacoma, WA 98405

Telephone Number: 360.753.2295

E-mail Address: mikec@ccsww.org

b. For County:

Name of Representative: Laniece Milam

Title: Program Manager

Mailing Address: 412 Lilly Rd. NE

City, State, and Zip Code: Olympia, WA 98506

Telephone Number: 360.867.2675

E-mail Address: Laniece.Milam@co.thurston.wa.us

### **5. COMPENSATION**

a. For the services performed hereunder, the Contractor shall be paid as set forth in Exhibit B, attached hereto and incorporated herein by reference. The maximum total amount payable by the County to the Contractor under this Contract shall not exceed \$49,275.00

b. The Contractor may submit invoices, as applicable, in accordance with Exhibit B for payment of completed work during the billing period. The County shall pay the Contractor for services rendered in the month following the actual delivery of the work and will remit payment within thirty days from the date of receipt of invoice.

c. No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Contract. The Contractor shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the County.

Unless otherwise provided for in this Contract, the Contractor will not be paid for any invoices presented for payment prior to the execution of the Contract or after its termination.

d. In the event the Contractor has failed to perform any obligation under this Contract and such failure has not been cured within ten days following notice from the County, then the County may, in its sole discretion, upon written notice to the Contractor, withhold any and all monies due and payable to the Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

## **6. AMENDMENTS AND CHANGES IN WORK**

a. In the event of any errors or omissions by the Contractor in the performance of any work required under this Contract, the Contractor shall make any and all necessary corrections without additional compensation. All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the County.

b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by an authorized representative of each party. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the County.

## **7. HOLD HARMLESS AND INDEMNIFICATION**

a. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County, its officers, officials, employees, agents and volunteers, harmless from and against any and all "Claims" by any and all persons or entities which are (1) caused in whole or in part by any act or omission, negligent or otherwise, of the Contractor, its employees, former employees, agents, representatives, volunteers, partners, shareholders, subcontractors in any tier or anyone for whose acts any of them may be liable, or (2) directly or indirectly arise out of, result from, or are connected with the performance or the failure to perform under this Contract. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the Claims are caused by the sole negligence of the County. To the extent RCW 4.24.115 applies to this Contract, in the event of the concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, or the negligence of its subcontractors, employees and agents. "Claims" shall include, but not be limited to, claims, demands, actions, suits, liabilities, losses, damages, judgments, and expenses, including without limitation court and appeal costs, alternative dispute resolution costs, attorneys' fees, and expert witnesses fees and costs, of any nature whatsoever, and assertions that information supplied or used by the Contractor or subcontractors in any tier violates or infringes any patent, proprietary information, copyright, trademark, trade name, service mark or otherwise results in an unfair trade practice.

b. The hold harmless and indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor in any tier under the Washington State Industrial Insurance Act, Title 51 RCW, or by application of any other workers'

compensation act, disability benefit act, or other employee benefit act, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such acts. **By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties.** The Contractor shall similarly require that each subcontractor it retains in connection with this Contract comply with the terms of this subsection, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

c. The Contractor's hold harmless and indemnification obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all Claims.

d. In the event the Contractor enters into subcontracts to the extent allowed under this Contract, the Contractor's subcontractors in any tier shall indemnify the County on a basis equal to or exceeding the Contractor's indemnity obligations to the County.

## **8. THIRD PARTY CLAIMS HANDLING**

a. A party seeking indemnification for a Claim ("Indemnified Party") shall promptly notify the other party from whom indemnification is sought ("Indemnifying Party") in writing of any Claim asserted against it. The notice shall include a copy of the Claim, and any summons, process, pleading, or notice issued in any lawsuit or Claim.

b. The Indemnifying Party reserves the right to control the investigation, trial and defense of the Claim and any lawsuit, action (including all negotiations to effect settlement), and appeal arising from it and employ or engage attorneys of its own choice.

c. The Indemnified Party may, at its sole cost, participate in the investigation, trial and defense of the lawsuit or action and any appeal without waiving the Indemnifying Party's obligations under this Contract.

d. The parties, their officers, employees, agents, and representatives shall fully cooperate in the defense of the Claim or lawsuit and shall provide one another all available information concerning the Claim.

## **9. INSURANCE**

### **1. Contractor shall provide evidence of:**

- a. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. The insurance policy must cover defense costs without affecting limits available for third party liability payments as required herein. Limits shall be no less than \$1M min per occurrence for all covered losses and no less than \$2M min general aggregate. Coverage must include employer's liability limits of no less than \$1,000,000 per accident for all covered losses.

- i. Contractor agrees to endorse third party liability coverage required herein to include the County, its officials, employees and agents, as additional insureds using ISO endorsement CG 20 10 with an edition date prior to 2004.
  - ii. The policy shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.
- b. **Workers' Compensation.** Contractor shall maintain coverage as required by Title 51 RCW and shall provide evidence of coverage or exemption to the Thurston County Risk Management Division upon request. Contractor domiciled out of state shall maintain coverage under applicable workers' compensation law and provide proof of coverage on a state-approved form.
- c. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall obtain evidence of personal auto liability coverage for each such person.
- d. **Excess or Umbrella Liability Insurance** (Over Primary), if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to County for injury to employees of Contractor, subcontractors or others involved in the performance of services under this Contract. The scope of coverage provided is subject to approval by the County following receipt of proof of insurance as required herein.
- e. **Professional Legal Liability** on a policy form appropriate to Contractor's profession. Limits shall be no less than \$1M min per claim. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.
- f. Liability insurance with equivalent coverage as required in subsections (a) and (c) through (e) obtained by a Contractor who is a government entity through a government risk pool approved by the state of Washington is a substitute form of coverage acceptable to the County.

## 2. Other Insurance Requirements:

- a. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, agents, or volunteers.



- b. **The Contractor shall include all subcontractors as insureds under its policy or shall furnish separate certificates and endorsements for each subcontractor.** All coverage for subcontractors shall be subject to all of the requirements stated herein.
- c. The Contractor shall maintain all required policies in force from the time services commence until services are completed. Where Professional Legal Liability coverage is written on a claims made form, the Contractor must provide evidence of the purchase of an extended reporting period or "tail" coverage for a three-year period after project completion, or otherwise maintain the coverage for the three-year period. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.
- d. Contractor agrees to waive rights of recovery against County regardless of the applicability of any insurance proceeds, and to require all indemnifying parties to do likewise.
- e. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this Contract shall be endorsed to delete the subrogation condition as to County or must specifically allow the named insured to waive subrogation prior to a loss.
- f. All coverage types and limits required are subject to approval, modification, and additional requirements by the County. Contractor shall not make any reductions in the scope or limits of coverage that may affect County's protection without County's prior written consent. The County reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving the Contractor ninety days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the County and the Contractor may renegotiate Contractor's compensation.
- g. Written notice of cancellation or change shall reference the project name and contract number and shall be mailed to the County at the following address:  
Attn: Risk Analyst  
Human Resources  
2000 Lakeridge Drive S.W.  
Olympia, Washington 98502
- h. The parties acknowledge that all insurance coverage required to be provided by Contractor or indemnifying party shall apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to County.
- i. Contractor agrees not to self-insure or to use any self-insured retentions on any portion of the insurance required herein without the express agreement of the County and further agrees that it will not allow any indemnifying party to self-insure its obligations to County. If Contractor's existing coverage includes a self-insured retention, the self-insured retention must be declared to the County. The County may

review options with the Contractor, which may include reduction or elimination of the self-insured retention, substitution of other coverage, or other solutions.

- j. The limits of insurance above shall be minimum requirements. The insurance limits are not intended to be an indication of exposure nor are they limitations on indemnification. Should the Contractor or a subcontractor in any tier maintain insurance with limits of liability that exceed the required limits or coverage that is broader than as outlined above, those higher limits and broader coverage shall be deemed to apply for the benefit of any person or organization included as an additional insured, and those limits shall become the required minimum limits of insurance of this Contract.

### **3. Verification of Coverage and Acceptability of Insurers:**

- a. The Contractor shall place insurance with insurers licensed to do business in the state of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess, and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the state of Washington.
- b. Proof of compliance with these insurance requirements, consisting of endorsements and certificates of insurance, shall be delivered to County prior to the execution of this Contract. If such proof of insurance is not delivered as required, or if such insurance is canceled at any time and no replacement coverage is provided, the County may, in its sole discretion, obtain any insurance it deems necessary to protect its interests. Any premium so paid by County shall be charged to and promptly paid by Contractor or deducted from sums due Contractor.
- c. Contractor shall maintain the required coverage during the entire term of this Contract. Coverage for activities under the Contract shall not be affected if the Contract is canceled or terminated for any reason.
- d. The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Division.

## **10. TERMINATION**

a. The County may terminate this Contract for convenience in whole or in part whenever the County, in its sole discretion, determines that such termination is in the best interests of the County. The County may terminate this Contract upon giving ten calendar days written notice by Certified Mail to the Contractor. In that event, the County shall pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the termination date specified in the notice. Payment shall be made in accordance with Section 5 of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract and prior to normal completion, the County may elect to

suspend or terminate this Contract, in whole or in part, as a termination for convenience with a ten-calendar day notice to Contractor, to the extent possible, subject to renegotiation at the County's discretion under those new funding limitations and conditions. Termination or suspension under this paragraph shall be effective upon the date specified in the written notice of termination or suspension sent by the County to the Contractor. After the effective date, no charges incurred under this Contract are allowable.

Notwithstanding any provision to the contrary, funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the Board of County Commissioners of sufficient funds to support the work described in this Contract. Should such an appropriation not be approved, this Contract shall terminate at the close of the current appropriation year, and the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract after the date of termination.

c. If the Contractor breaches any of its obligations hereunder and fails to cure the breach within ten calendar days of written notice to do so by the County, the County may terminate this Contract, in which case the County shall pay the Contractor only for the costs of services accepted by the County, in accordance with Section 5 of this Contract. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the County in completing the work and all damage sustained by the County by reason of the Contractor's breach. If, subsequent to termination, it is determined for any reason that (1) the Contractor was not in default, or (2) the Contractor's failure to perform was not its fault or its subcontractor's fault or negligence, the termination shall be deemed to be a termination for convenience.

#### **11. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

a. The Contractor shall perform the terms of this Contract using only its bona fide employees or agents who have the qualifications to perform under this Contract. The obligations and duties of the Contractor under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the County. Any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Contract.

b. The Contractor warrants that it has not paid, nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for the Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

#### **12. NON-WAIVER OF RIGHTS**

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

### **13. INDEPENDENT CONTRACTOR**

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

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

c. The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the County.

d. The Contractor shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the Contractor and as to all duties, activities, and requirements by the Contractor in performance of this Contract.

e. The Contractor agrees to immediately remove any of its employees, representatives, or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the County's Contract representative or designee.

### **14. COMPLIANCE WITH LAWS**

The Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract, as now existing or hereafter adopted or amended.

### **15. INSPECTION OF BOOKS AND RECORDS AND RETENTION**

The County or its authorized representatives may, at reasonable times, inspect and audit the books and records of the Contractor relating to the performance of this Contract. This includes work of Contractor, any subcontractor or any other person or entity that performed connected or related work under this Contract. Such inspection and audit shall occur in Thurston County, Washington, or other reasonable locations that the County selects. The Contractor shall supply or permit the County to copy such books and records. The Contractor shall ensure that inspection, audit and copying rights of the County is a condition of any subcontract, agreement, or other arrangement under which any other persons or entity may perform work under this Contract. The Contractor shall keep all books and records required by this Contract for six years after termination or expiration of this Contract. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six-year retention period.

**16. NONDISCRIMINATION**

The Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

**17. OWNERSHIP OF MATERIALS/WORK PRODUCED**

a. Material produced in the performance of the work under this Contract shall be “works made for hire” as defined by the U.S. Copyright Act of 1976, as amended, and shall be owned by the County. This material includes, but is not limited to, data, books, computer programs, plans, specifications, documents, films, pamphlets, reports, drawings, all forms of electronic media, sound reproductions, studies, surveys, tapes, and training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created for or paid for by the County is owned by the Contractor and is not “work made for hire”; however, the County shall have a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

b. An electronic copy of all or a portion of material produced shall be submitted to the County upon request or at the end of the project using the software or program and version specified by the County.

**18. DISPUTES**

Differences between the Contractor and the County, arising under and by virtue of this Contract, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor shall be decided by the County’s Contract representative or designee. All rulings, orders, instructions, and decisions of the County’s Contract representative shall be final and conclusive, subject to the Contractor’s right to seek judicial relief pursuant to Section 19.

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

a. This Contract has been and shall be construed as having been made and delivered within the state of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the state of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

## 20. **CONFIDENTIALITY**

The Contractor, its employees, agents, and subcontractors and their employees, shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Contract, except upon the prior written consent of the County or an order entered by a court of competent jurisdiction. The Contractor shall promptly give the County written notice of any judicial proceeding seeking disclosure of such information.

## 21. **SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

b. If any provision of this Contract is in direct conflict with any statutory provision of the state of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

c. Should the County determine that the severed portions substantially alter this Contract so that the original intent and purpose of this Contract no longer exists, the County may, in its sole discretion, terminate this Contract.

## 22. **ENTIRE CONTRACT**

This Contract consists of the General Terms and Conditions, all exhibits and attachments incorporated herein by reference, requests for proposal or qualifications and any addenda thereto, and the Contractor's response.

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

## 23. **NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served.

## 24. **SURVIVABILITY**

The terms and conditions contained in this Contract which, by their sense and context, are intended to survive the completion, expiration or termination of this Contract shall survive. Surviving terms include but are not limited to: Hold Harmless and Indemnification, Third Party

Claims Handling, Termination, Inspection of Books and Records and Retention, Ownership of Materials/Work Produced, Disputes, Choice of Law, Jurisdiction and Venue, Confidentiality, and Severability.

**The parties hereto acknowledge that the waiver of immunity set out in subsection 7.b. was mutually negotiated and specifically agreed to by the parties herein.**

This Contract is executed by the persons signing below who warrant that they have the authority to execute this Contract.

CONTRACTOR:

Firm: Catholic Community Services

By: Michael Curry

Title: Director

For the  
BOARD OF COUNTY COMMISSIONERS  
Thurston County, Washington

By: David Bayne

Title: Director

Signature: \_\_\_\_\_  
(Authorized Representative)

Signature: \_\_\_\_\_  
Department/Office: Public Health and  
Social Services

Date \_\_\_\_\_

Date \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

## EXHIBIT A

### PROFESSIONAL SERVICES CONTRACT

#### THURSTON COUNTY/CATHOLIC COMMUNITY SERVICES

#### **SCOPE OF SERVICES**

1. The services to be performed by the Contractor under this Contract, which are described in Section 2 of the Contract (Services Provided By The Contractor), are set forth as follows:

a. The CONTRACTOR shall provide 3 bed night stays for eligible veterans or family members each day. The CONTRACTOR shall perform this Contract in accordance with all applicable requirements of the Thurston County Veterans Assistance Fund Policies and Procedures currently in effect, including any amendments during the term of this Contract.

b. The CONTRACTOR shall not require any person to attend or participate in religious activities as a condition of receiving shelter services pursuant to this Contract.

c. Veterans or family members residing at the shelter shall utilize the following application procedure:

d. The Veterans Assistance Fund application shall be completed by the applicant and a designated staff person at the homeless shelter at least every 90 days. The required supporting documentation as shown on the Veterans Assistance Fund application shall be attached to the application. The COUNTY may require additional supporting documentation to determine an applicant's eligibility for assistance.

e. The CONTRACTOR shall maintain a copy of the completed application on file along with all the back-up documentation which supports the applicant's eligibility for assistance. Those records must be retained for a minimum of three years and must be available for audit by the COUNTY, the state, and any other designated auditors. At the end of three years after termination of this Contract the applications and back-up documentation shall be destroyed by the CONTRACTOR.

f. On at least a quarterly basis the CONTRACTOR shall submit each veteran's or eligible family member's application for assistance, supporting documentation and an invoice for payment to the COUNTY. This invoice shall include but is not limited to the following: name of the eligible veteran or family member; dates resided at the shelter; signature of the veteran or eligible family member for each night stayed; and the shelter cost. Payment shall not be made for services to any applicant whose application is not approved by the COUNTY as meeting the eligibility requirements of the Veterans Assistance Fund. All invoices for payment and supporting documentation must be submitted to the COUNTY as described in Exhibit B, (COMPENSATION).



2. The services to be performed by the County under this Contract, which is described in Section 3 of the Contract (Services Provided By The County) are set forth as follows (if applicable):

a. Make appropriate payment for services upon receipt of invoices and back up documentation.

b. Provide prompt response to any questions presented by the contractor regarding the services in this agreement.

c. By signing, the Contractor certifies review of this Contract with all employees providing services under this Contract.

EXHIBIT B

PROFESSIONAL SERVICES CONTRACT  
THURSTON COUNTY/ CATHOLIC COMMUNITY SERVICES

**COMPENSATION**

1. The Contractor's compensation under this Contract, which is described in Section 5 of the Contract (Compensation), is set forth as follows:

For each eligible veteran's night stays at the CONTRACTOR'S shelter, the COUNTY shall reimburse the CONTRACTOR \$45.00 per night, up to a maximum of \$49,275.00 for the entirety of this Contract. The COUNTY shall reimburse the CONTRACTOR for every night's stay by each eligible veteran or family member (subject to the overall limit of \$49,275.00 for this Contract). The amount paid for each veteran shall vary depending on the length of stay. However, majority of the veterans residing at the shelter during the contract period shall not exceed 90-night stays.

The compensation paid under this Contract shall be used only to provide shelter night stays for eligible veterans or family members. No portion of the compensation paid under this Contract may be used to fund religious activities.

The COUNTY shall process invoices for payment and issue a warrant to the shelter if all applicable regulations and policies are met. All invoices for payment and supporting documentation must be submitted by the following dates:

Quarter	Service Dates	Invoice & Supporting Documentation Due Date
<b>Q1</b>	01/01/2023 – 03/31/2023	05/01/2023
<b>Q2</b>	04/01/2023 – 06/30/2023	08/01/2023
<b>Q3</b>	07/01/2023 – 09/30/2023	11/01/2023
<b>Q4</b>	10/01/2023 – 12/31/2023	01/12/2024



## Board of County Commissioners AGENDA ITEM SUMMARY

Agenda Date:

Date Created: 3/16/2023

Agenda Item #:

Created by: Angela Celestine, Administrative Assistant I - Public Works - 360-786-5833

Creator = Presenter? ☐ Yes ☐ No

Is this a presentation by more than one person? ☐

Presenter: **Mike Lowman, Road Operations Manager - Public Works - 360-867-2350**

Item Title:

Resolution and Call for Sealed Bids for Furnishing a Supply of Various Asphalt Materials

Action Needed:

Class of Item:

### List of Exhibits



Resolution\_Aspphalt\_Mate  
rials\_2023KH.pdf  
PDF File  
133 KB

Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

Click Additional Attachment to attach more materials.



CALL FOR SEALED  
BIDSKH.pdf  
PDF File  
215 KB



Asphalt  
Matls\_specs\_draft  
3.16.23.pdf  
PDF File  
631 KB

NOTE: If you attach a file and get a message saying " **You have chosen to attach a large file...** ", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☐

☐ PAO

☐ FinSvcs

☐ HR

☐ Budget Office

☐ CAO

☐ Other

Notes:

Budget Effect Summary? ☐

### Recommended Action:

Move to approve the resolution and call for sealed bids for furnishing a supply of various kinds of asphalt and road maintenance materials to the Public Works Department for annual road maintenance activities.

**Item Description:**

This call for sealed bids is to furnish Thurston County Public Works with the supply of various kinds of asphalt and road maintenance materials for annual road maintenance work. On a yearly basis, the Road Operations division requires different asphalt materials to perform road maintenance activities. The actual amount of the material fluctuates during the year, and the purpose of this bid process is to secure the best unit cost for each material.

This maintenance work supports Initiative 8 of the County's Strategic Plan to "Support robust and well-maintained infrastructure systems for a thriving community".

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☐

Date Submitted: 3/16/2023

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION calling for sealed bids on behalf of Thurston County Public Works, for asphalt and road maintenance materials.

WHEREAS, it has been demonstrated to the Board of Thurston County Commissioners that it is necessary and appropriate and in the best interests of Thurston County for the Board of County Commissioners to advertise and call for sealed bids for the above described matter;

NOW, THEREFORE, the Board of County Commissioners of Thurston County, state of Washington, does resolve as follows:

Section 1. The Board of County Commissioners hereby calls for and will receive sealed bids to supply various kinds of asphalt and road maintenance materials for maintenance work.

Section 2. The date and time for opening said bids shall be set for April 20, 2023 at 1:05 p.m. at The Atrium, Room 110, 3000 Pacific Ave SE, Olympia, WA 98501.

Section 3. The bid invitations and specifications shall be placed on file in the Public Works Department, Building C, 9605 Tilley Road S., Olympia, WA and can be viewed on the Builders Exchange of Washington website at [www.bxwa.com](http://www.bxwa.com).

Section 4. Pursuant to RCW 36.32.256, Thurston County may award to multiple bidders for the same commodity in accordance with the bid documents. The Board of Thurston County Commissioners may waive informalities in the bidding, reject any or all bids for good cause, reject a bid not accompanied by any required bid deposit, republish the call for bids, revise or cancel the work, or require the work to be done in another way if the best interest of Thurston County is served.

Section 5. The Clerk of the Board is hereby instructed to advertise the call for such sealed bids, by publication in the official County paper and also in one trade paper of general circulation in the County, in one issue of each such paper at least once at least thirteen days prior to the last date upon which bids will be received and noting that Thurston County is an equal opportunity employer as required by the Equal Employment Opportunity Act (Public Law 92-261).

ADOPTED: \_\_\_\_\_.

BOARD OF COUNTY COMMISSIONERS  
Thurston County, Washington

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Chair

APPROVED AS TO FORM:

JON TUNHEIM  
PROSECUTING ATTORNEY

\_\_\_\_\_  
Vice-Chair

By:   
Deputy Prosecuting Attorney

\_\_\_\_\_  
Commissioner

## CALL FOR SEALED BIDS

**NOTICE TO BIDDERS.** Sealed bids will be received in the Office of the Board of Thurston County Commissioners, Suite 200, 3000 Pacific Ave SE, Olympia, WA 98501, only until **1:00 p.m., April 20, 2023** for the following:

**Supplying various kinds of asphalt materials needed for road maintenance work from May 1, 2023 through April 30, 2024.**

Such bids will be publicly opened and read at **1:05 p.m., April 20, 2023** at The Atrium, Room 110, 3000 Pacific Ave SE, Olympia, WA 98501.

2. **BIDDING DOCUMENTS.** Bidding documents containing minimum technical specifications are those prepared by Thurston County Public Works Department and are available online through the Builders Exchange of Washington website at [www.bxwa.com](http://www.bxwa.com) for inspection during the bidding period. Bidding documents are also available for viewing at Thurston County Public Works, 9605 Tilley Road S., Building C, Olympia, WA. (Note: Bidders are encouraged to "Register as a Bidder" on the BXWA website in order to receive automatic email notification of future addenda and to be placed on the "Bidders List." This service is provided free of charge to prime contractors, subcontractors, and vendors.)

Thurston County is an equal opportunity employer as required by the Equal Employment Opportunity Act of 1972 (Public Law 92-261).

3. **AWARD AND REJECTION OF BIDS.** Pursuant to RCW 36.32.256, Thurston County may award to multiple bidders for the same commodity in accordance with the bid documents. The Board of Thurston County Commissioners may waive informalities in the bidding, reject any or all bids for good cause, reject a bid not accompanied by any required bid deposit, republish the call for bids, revise or cancel the work, or require the work to be done in another way if the best interest of Thurston County is served.

4. **TECHNICAL QUESTIONS:** Technical questions regarding this procurement shall be put in writing and directed to:

**Dawn Ashton**  
**Thurston County Public Works**  
**9605 Tilley Road S., Ste. C**  
**Olympia, WA 98512**  
[Dawn.Ashton@co.thurston.wa.us](mailto:Dawn.Ashton@co.thurston.wa.us)  
**Fax# 360-867-2292**

DATED: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
Thurston County, Washington

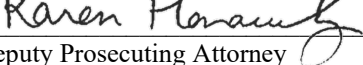
ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Chair

APPROVED AS TO FORM:  
JON TUNHEIM  
PROSECUTING ATTORNEY

\_\_\_\_\_  
Vice-Chair

By:   
Deputy Prosecuting Attorney

\_\_\_\_\_  
Commissioner

Publish:

The Olympian

April 6, 2023

April 13, 2023

Daily Journal of Commerce

April 6, 2023

April 13, 2023

**Thurston County  
Public Works**

**Call for Sealed Bids (CFSB)**

**Asphalt Materials**

**Materials Specifications**

**2023**

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**Olympia, WA 98512**  
[Dawn.Ashton@co.thurston.wa.us](mailto:Dawn.Ashton@co.thurston.wa.us)  
**Fax# 360-867-2292**

DATED: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
Thurston County, Washington

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Chair

APPROVED AS TO FORM:  
JON TUNHEIM  
PROSECUTING ATTORNEY

\_\_\_\_\_  
Vice-Chair

By: \_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Commissioner

Publish:

The Olympian                      April 6, 2023  
   April 13, 2023

Daily Journal of Commerce      April 6, 2023  
   April 13, 2023



## **Asphalt Materials Bid Proposal Form**

This Call For Sealed Bids (CFSB) is to furnish Thurston County Public Works Department Road Maintenance Division with asphalt materials for road maintenance work as listed herein per the following minimum specifications for May 1, 2023 through April 30, 2024. **Prices quoted shall be effective from May 1, 2023 through April 30, 2024**, unless modified as allowed for in the following specifications.

All Unit Bid Prices for Asphalt Products are FOB (Free on Board) vendor's plant.

Bidders are NOT required to submit a bid for each Product listed.

Thurston County work force will pick up materials from vendor's plant sites.

For Vendors/Suppliers with multiple pit/plant sites, two location bid columns are provided below  
See section 1.6 (b) on page 7 for a description of all that is included in the unit bid price (sales tax, etc.)

Item No.	Description	Special Prov.	Unit	Unit Price	Location & # 1	Unit Price	Location & #2
1	Asphalt Cold Mix		Ton				
2	Asphalt Cold Mix		Bag				
3	Hot Mix Asphalt (HMA) CL. 3/8 IN. PG 58H-22		Ton				
4	HMA CL. 1/2 IN. PG 58H-22		Ton				
5	HMA CL. 1/2 IN. PG 58H-22 Fiber Reinforced	X	Ton				
6	HMA CL. 4.75 mm PG 70-22	X	Ton				

Note: Items 3 through 6 shall contain no more than twenty percent (20%) recycling asphalt pavement (RAP) and shall not contain any recycled asphalt shingles (RAS).

1. List source location(s) in the Thurston County area: \_\_\_\_\_

\_\_\_\_\_

2. Brand name/manufacturer of any proprietary product proposed: \_\_\_\_\_

\_\_\_\_\_

3. If there is a price variation from pit site to pit site, please attach an additional price list. (Prices will be a consideration in bid award.)

4. Bidder shall list below if there is a minimum quantity per order for any product or material being bid:

\_\_\_\_\_

\_\_\_\_\_

5. The authorized signatory below acknowledges having read and understood the entire Materials Specification and agrees to accept and comply with all the terms and conditions and any addenda in submitting and fulfilling the offer made in its bid.

6. By submitting this bid, bidder hereby offers to furnish the asphalt and maintenance materials in compliance with all terms, conditions, and specifications contained in this Materials Specification.

The signatory below represents they have the authority to bind the company named below to the bid submitted and any Master Contract and Purchase Order that may be issued as a result of this call for sealed bids.

RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDUM(S) NO. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Company Name

Phone: (     ) \_\_\_\_\_

\_\_\_\_\_  
Street / P.O. Box

\_\_\_\_\_  
Bidder Authorized Signature

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Name Printed

Fax Number: (     ) \_\_\_\_\_

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

## **BID REQUIREMENTS**

### **1. INSTRUCTIONS TO BIDDERS**

The documents that make up this Materials Specification are the Asphalt Materials Bid Proposal Form, the Bid Requirements that consist of Instructions to Bidders, General Provisions, Technical Specifications, and Contract Terms and Conditions, and any addenda.

#### **1.1 INTENT OF BID**

Furnish to Thurston County Public Works Department Road Maintenance Division various asphalt materials meeting or exceeding the Technical Specifications and the requirements set forth herein. It is the intent of this bid to obtain a convenient, continuous, and readily available source and supply of asphalt materials at the lowest price and in quantities as needed in the maintenance and operation of Thurston County roads. This is considered an open-ended bid inasmuch as no specific quantities of materials will be purchased during the life of the Contract period of **May 1, 2023 through April 30, 2024**.

#### **1.2 THURSTON COUNTY COORDINATOR**

The Thurston County coordinator is the sole point of contact in Thurston County for this procurement. All communication between the bidder and Thurston County upon release of this bid proposal shall be with the Thurston County coordinator as follows:

Name:	Dawn Ashton
E-mail Address:	<a href="mailto:Dawn.Ashton@co.thurston.wa.us">Dawn.Ashton@co.thurston.wa.us</a>
Mailing & Physical Address:	Thurston County Public Works 9605 Tilley Road S, Suite C Olympia, WA. 98512
Phone Number:	(360) 867-2279
Fax Number:	(360) 867-2292

Any other communication will be considered unofficial and non-binding on Thurston County. Bidders are to rely on written statements issued by the Thurston County coordinator. Communication directed to parties other than the Thurston County coordinator will not be considered official and may result in disqualification of the bidder.

#### **1.3 BASIS OF AWARD**

A. Pursuant to RCW 36.32.256, the County may award to multiple bidders for the same commodity based upon this CFSB. A Master Contract will be awarded to vendors who are determined responsible and submitted reasonable pricing for each type of material. There is no guarantee or minimum ordering amount. Purchase orders will be issued against the Master Contract(s) for materials on an “as needed” basis to the vendor with available supply and at the lowest price as computed by the Public Works Road Maintenance Division as follows:

B. The lowest price will be based on the total of:

i. **Quoted unit bid prices, and**

ii. **\$2.63/mile travel cost from the work area to the pick-up point.**

Travel distances will be measured from the bidder’s plant site to the work site with the haul route to be determined by Thurston County. The following is an example of how the lowest price will be determined:

VENDOR	MATERIAL TYPE- QUANTITY	BID PRICE PER TON	MATERIAL COST A	MATERIAL QUANTITY/14 LOADS	HAUL DISTANCE MILES	RATE	HAUL COST B	TOTAL COST A + B
W	140 tons HMA CL. 3/8 in	55.50	7,770.00	10	12	2.63/Mi	315.60	8,085.60
X	140 tons HMA CL. 3/8 in	57.00	7,980.00	10	20	2.63/Mi	526.00	8,506.00
Y	140 tons HMA CL. 3/8 in	56.00	7,840.00	10	5	2.63/Mi	131.50	7,971.50
Z	140 tons HMA CL. 3/8 in	53.50	7,490.00	10	30	2.63/Mi	789.00	8,279.00

**EXAMPLE:**

Quantity required for the job: 140 tons of item X material, which equals 10 truckloads (140 tons @ 14 tons per load)

**Vendor W**

Bid price for X material : \$55.50/ton  
Distance from the work site: 12 miles

**Vendor Y**

Bid price for X material : \$56.00/ton  
Distance from the work site: 5 miles

Evaluation for that day's material X order:

**Vendor W:**

$(140 \times \$55.50) + (10 \times 12 \times 2.63) =$   
**\$8,085.60**

**Vendor Y:**

$(140 \times \$56.00) + (10 \times 5 \times 2.63) =$   
**\$7,971.50**

**Under this example, Vendor Y has the lowest evaluated price for that site**

- C. If there is undue delay at the selected vendor's plant site, Thurston County reserves the right to select the next lowest bidder. Undue delay means that the material is not available, or the necessary quantity is not available at the time the item is needed for a given project.
- D. The Board of Thurston County Commissioners may waive informalities in the bidding, reject any or all bids for good cause, reject a bid not accompanied by data required by the call for sealed bids, republish the call for bids, or revise or cancel the procurement.
- E. Thurston County reserves the right to purchase any of the products quoted from the vendor of its choice based on the availability of the needed material and an estimate of lowest total costs to the County to purchase and haul the material to a project site as determined by the County Engineer or designee.
- F. In the event that the low supplier's production is not in operation at the time the material is needed, the County reserves the right to purchase material at the lowest cost available at that time, from any of the other vendors.

#### 1.4 UNIT BID PRICING

Unit bid prices quoted shall be firm fixed prices for **365 days** commencing **May 1, 2023**.

### **1.5 QUANTITIES**

Thurston County does not guarantee the purchase of a minimum or maximum quantity of any asphalt materials set out in this call for sealed bids. Thurston County does not expect bidders to furnish or stockpile any specific quantities or products. Bidders must indicate minimum order quantities and other special terms or conditions, if any, on the Bid Proposal Form.

### **1.6 SUBMITTAL OF PROPOSALS**

- A. Each bid proposal must be submitted on the forms included in this CFSB. Bidders are NOT required to bid on each product listed in the bid proposal. Bid proposals must be completed in ink or typewritten.
- B. The unit price for each bid item will be shown in figures. The unit or lump sum price for each bid item must include all costs for labor, materials, tools, environmental fees, equipment, overhead, profit, and all taxes. No additional compensation for these items will be allowed.
- C. Bid proposals must be signed in full by the person or persons legally authorized to bind the bidder to a Contract. The name of each person signing shall be typed or printed below the signature.
- D. Sealed bid envelopes must be clearly marked “Thurston County Public Works – Asphalt Materials for Road Maintenance - Bid Solicitation” and received at the Reception Desk of the Board of Thurston County Commissioners, 3000 Pacific Ave SE, Second Floor, Suite 200, Olympia, WA 98501, no later than **1:00 p.m., April 20, 2023.**
- E. No oral, telephonic, facsimile or late proposals will be accepted. Hand delivered proposals will not be accepted at any other Thurston County location other than the location described above.

### **1.7 WITHDRAWAL OR MODIFICATION OF BID PROPOSAL**

Bidders are liable for all errors or omissions contained in their bids.

- A. **After bid submittal but prior to bid opening:** The bidder may modify or withdraw their bid at any time prior to the due date and time set for bid opening by providing a written request to the Thurston County coordinator from an authorized representative of the bidder.
- B. **After bid opening:** No bid shall be altered or amended. Thurston County may allow a bid to be withdrawn if the bidder demonstrates that the prices were miscalculated. A low bidder who claims error may not participate in bidding on the same asphalt and maintenance materials if the CFSB is subsequently reissued by Thurston County.

Thurston County reserves the right to contact bidder for clarification of bid contents.

### **1.8 TITLE VI STATEMENT TO THE PUBLIC**

Thurston County Public Works ensures full compliance with Title VI of the Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin or sex in the provision of benefits and services resulting from its federally assisted programs and activities. For questions regarding Thurston County's Title VI Program, you may contact the Department's Title VI Coordinator at (360) 867-2270.

## **2. GENERAL PROVISIONS**

## **2.1 CONTRACT FORMATION**

A bid submitted in response to this CFSB is an offer to contract with Thurston County. A bid becomes a contract only when accepted in writing by Thurston County through the issuance of a Master Contract and subsequent purchase orders executed by an authorized representative of Thurston County. This CFSB does not obligate Thurston County to contract for the purchase of the asphalt and maintenance materials specified herein nor does the CFSB guarantee that Thurston County will purchase materials from the bidder but merely that Thurston County will compute the bidder's bid price based on the base bid plus haul distance factor and issue a purchase order to the lowest responsible bidder that has material available when needed by Thurston County.

## **2.2 INCORPORATION OF DOCUMENTS**

This CFSB, any CFSB addenda and the bidder's response to the CFSB are incorporated into the Master Contract and subsequent purchase orders.

## **2.3 PAYMENT**

Thurston County will make payment within thirty (30) days after receipt of an invoice at the Thurston County Public Works Accounts Payable email address at [PWAP@co.thurston.wa.us](mailto:PWAP@co.thurston.wa.us).

## **2.4 TAXES**

The bidder shall include Washington State Retail Sales Taxes in the various unit bid item prices.

## **2.5 TESTING**

Thurston County retains the right to randomly sample and test materials for compliance with the Technical Specifications set out in this CFSB. For non-conforming or defective material, Thurston County shall have the right either to reject with or without instructions as to disposition or require correction or replacement. Non-conforming or defective material may be cause to select a different bidder. Samples of items, when required, must be furnished at no cost to Thurston County.

## **2.6 INFRINGEMENT**

Bidders shall protect Thurston County against all claims, suits, or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchase, installation, or use of the materials purchased herein. Bidders shall assume all expenses and damages arising from such claims, suits, or proceedings.

## **2.7 RIGHT TO CANCEL**

Thurston County reserves the right to cancel or to reissue all or part of this CFSB at any time without obligation or liability. In addition, Thurston County may cancel any purchase order, or any part thereof, by written notice at any time without penalty if the bidder fails to comply with any of the terms, instructions, or specifications of the CFSB and/or purchase order(s).

## **2.8 REVISIONS TO THE CALL FOR SEALED BIDS**

Any bidder desiring an explanation or interpretation of this CFSB must request the explanation or interpretation in writing via email or facsimile no later than five (5) business days prior to the bid opening date. Any information given a bidder concerning this CFSB will be furnished to all bidders on the Builders Exchange of Washington website at [www.bxwa.com](http://www.bxwa.com). If the information is deemed by the Thurston County coordinator to be necessary in submitting bids or if the Thurston County coordinator concludes that the lack of the information would be prejudicial to other bidders then an Addendum will be issued. Addenda will be published at [www.bxwa.com](http://www.bxwa.com).

## **2.9 COOPERATIVE PURCHASES**

Pursuant to the Washington State Interlocal Cooperative Act, chapter 39.34 RCW, other public agencies, who have filed an Interlocal Cooperative Purchasing Agreement with Thurston County, may elect to purchase asphalt materials from bidders based on the terms and conditions of this CFSB subject to bidders' consent.

### **3. TECHNICAL SPECIFICATIONS**

**3.1** All asphalt materials called for in this Materials Specification shall conform to the applicable provisions of the Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction, 2022 Edition (hereinafter "Standard Specifications"), American Public Works Association (APWA) General Special Provisions (GSP) and the following amendments to the Standard Specifications in subsections 3.2, 3.3, 3.4, 3.5 and 3.6 below.

#### **3.2 DIVISION 5 OF THE STANDARD SPECIFICATIONS: SURFACE TREATMENTS AND PAVEMENTS**

The July 18, 2018 APWA GSP 5-04 Hot Mix Asphalt is supplemented with the following:

If a plant is not making performance grade (PG) 58H-22 then the county will accept one level higher performance grade (58V-22) that is being made at the same unit price for the lower PG.

##### **5-04.4 Measurement**

In the July 18, 2018 APWA GSP 5-04 Hot Mix Asphalt supplement this section (5-04.4) with the following:

HMA CL. 3/8 IN. PG 58H-22,  
HMA CL. 1/2 IN. PG 58H-22,  
HMA CL. 1/2 IN. PG 58H-22 Fiber Reinforced,  
HMA CL. 4.75 mm PG 70-22,

will be measured by the ton in accordance with section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the mixture.

##### **5-04.5 Payment**

In the July 18, 2018 APWA GSP 5-04 Hot Mix Asphalt supplement this section (5-04.5) with the following:

Payment shall be based on unit bid price of:

HMA CL. 3/8 IN. PG 58H-22,  
HMA CL. 1/2 IN. PG 58H-22,  
HMA CL. 1/2 IN. PG 58H-22 Fiber Reinforced,  
HMA CL. 4.75 mm PG 70-22.

#### **3.3 DIVISION 9 OF THE STANDARD SPECIFICATIONS: MATERIALS**

##### **9-03 Aggregates**

##### **9-03.8(2) HMA Test Requirements**

*Section 9-03.8(2) is supplemented with the following:*

Equivalent Single Axle Loads (ESALs) – For all HMA unit bid items shown in the proposal the number of ESALs for the design and acceptance of the HMA shall be 0.3 to <30 million.

COLD MIX shall be a mixture of aggregate conforming to aggregate for asphalt concrete class "B" and approximately 5.3% of MC-250 liquid asphalt OR any proprietary product designed and used for cold patch application and approved for use by the Washington State Department of Transportation Qualified Product List (QPL).

#### **3.4 4.75 mm NMAS HMA FOR THIN OVERLAYS**

##### **9-03.8(2) HMA Test Requirements**

Section 9-03.8(2) section 4 table is supplemented with the following Mix Criteria table:

Mix Criteria	HMA Class 4.75 mm	
	Min.	Max.
Voids in Mineral Aggregate (VMA), %	16.0	18.0
Voids Filled with Asphalt (VFA), %	75	80
Dust/Asphalt Ratio	1.0	2.0

#### 9-03.8(6) HMA Proportions of Materials

Section 9-03.8(6) is supplemented with the following Aggregate Control Points table:

Aggregation Gradation Control Points	
Sieve Sizes Percent Passing	4.75 mm
3/8" (9.5 mm)	95-100
No. 4 (4.75 mm)	90-100
No. 8 (2.38 mm)	90 Maximum
No. 16 (1.18 mm)	30-55
No. 200 (.075 mm)	6-13

#### 9-03.8(7) HMA Tolerance and Adjustments

Section 9-03.8(7) The table in section 1 is supplemented with the following Job Mix Formula Tolerances Table:

Aggregate, Percent Passing	Commercial Evaluation for 4.75 mm NMAS
3/8" Sieve	+/- 6%
No. 4 Sieve	+/- 5%
No. 8 Sieve	+/- 5%
No. 16	+/- 4%
No. 200	+/- 2%
Asphalt Binder	+/- 0.7%
Air Voids, Va	3.5% minimum and 5.5% maximum

### 3.5 FIBER REINFORCED HMA

#### 5-04.1 Description

In the July 18, 2018 APWA GSP 5-04 Hot Mix Asphalt supplement this section (5-04.1) with the following:

#### Fiber Reinforced HMA:

This work shall consist of providing and placing Fiber Reinforced HMA in accordance with these Specifications and lines, grades, thicknesses and typical cross-sections shown in the plans.

#### Reinforcing Fibers:

- High tensile strength synthetic aramid fiber blend specially formulated to reinforce hot mix asphalt.
- Fiber reinforced asphalt concrete (FRAC) has greater resistance to rutting, thermal cracking, fatigue cracking, and reflective cracking as compared to conventional non-fiber asphalt mixes.



## 5-04.2 Materials

In the July 18, 2018 APWA GSP 5-04 Hot Mix Asphalt supplement this section (5-04.2) with the following:

### Reinforcing Fibers:

1. Provide a reinforcing fiber blend of virgin polyolefins and virgin aramids that meets the following requirements:

Reinforcing Fiber Material Properties		
Property	Polyolefin	Aramid
Form	Fibrillated	Monofilament
Nominal Specific Gravity	0.91	1.44
Tensile Strength <sup>1</sup> (psi)	NA <sup>2</sup>	400,000
Maximum Length (in)	0.75	0.75

1. American Society for Testing and Materials (ASTM) D7269, Standard Test Method for Tensile Testing of Aramid Yarns
2. Polyolefin fibers will melt or become plastically deformed during production

2. If an alternative reinforcing fiber product that is not a blend of aramid and polyolefin fibers is proposed for use on the project, follow submittal requirements below.

### Reinforcing Fibers Submittals:

1. Submit the following upon receiving a purchase order for fiber reinforced HMA:
  - a. Representative fiber product sample.
  - b. Fiber product data sheet and certification from the manufacturer that the fiber product supplied meets the requirements of this specification.
  - c. Manufacturer's instructions and general recommendations.
2. For alternative reinforcing fiber products that do not meet material property requirements in section 5-04.2 above, the following performance verification data must be submitted and approved prior to the County purchasing the HMA.
  - a. Indirect Tensile (IDT) Strength Tests from a minimum of three (3) separate laboratory trials.
    1. Tests must be performed by an American Association of State Highway and Transportation Officials (AASHTO) accredited laboratory or nationally recognized university testing lab and must be reviewed and approved by the project engineer.
    2. Perform indirect tensile tests using the protocol from AASHTO T-322-12 or ASTM D6932-12
    3. Tests results shall include a control and a FRAC mix. FRAC mix shall be identical to control mix except for the inclusion of fibers added at the same dosage as proposed on the project.
    4. Indirect tensile test results from fiber specimens shall show an average tensile strength increase of 30 percent over control specimen with no less than 25 percent increase of average tensile strength.
  - b. Fiber extraction results from a minimum of three (3) separate laboratory trials.
    1. Tests must be performed by an AASHTO accredited laboratory or nationally recognized university testing lab and must be reviewed and approved by the project engineer.
    2. Perform fiber extraction based on modified ASTM D-2172 procedures as provided in the document entitled "Extraction of aramid fibers from fiber reinforced asphalt concrete". A copy of the modified extraction methodology can be obtained by making an inquiry to the Pavement and Materials laboratory at Arizona State University at NCE@asu.edu.
    3. Samples must be obtained during a production run of FRAC mixed at a full-scale asphalt plant.

4. Fiber extraction results should result in an average extracted fiber content of not less than 0.007 percent by total sample weight with no individual result less than 0.005 percent of the total sample weight.
- c. A minimum of five unique project examples and references where the submitted fiber was used within 500 miles of the project location.

#### **Reinforcing Fibers Mixing:**

1. Delivery & Storage: Deliver fiber-reinforcement to plant in sealed, undamaged containers with labels intact and legible, indicating material name and lot number. Store materials covered and off the ground. Keep sand and dust out of boxes and do not allow boxes to become wet.
2. Add aramid/polyolefin reinforcing fiber blends at a dosage rate of one (1) pound per ton of asphalt.
3. Add alternative reinforcing fibers at the dosage that achieves the IDT and Fiber Extraction Test results required in part 2 of Reinforced Fibers Submittals.
4. Have a fiber manufacturer's representative on site during mixing and production. This requirement can be waived for purchase orders less than 500 tons of HMA if fiber manufacturer and asphalt producer can supply evidence of manufacturer's brand of fiber being successfully produced a minimum of three times at the asphalt plant to be used for the project.
5. Batch Plant: When a batch plant is used, add fiber to the aggregate in the weigh hopper and increase both dry and wet mixing times. Ensure that the fiber is uniformly distributed before the injection of asphalt cement into the mixture.
6. Drum Plant:
  - a. Inject fibers through the RAP collar by feeding them with a blower tube system. Rate the feeding of fibers with the rate the plant is producing asphalt mix. If there is any evidence of fiber balls at the discharge chute, increase the mixing time and/or temperature or change the angle of the fiber feeder line to increase dry mixing time.
  - b. When using the blower tube system, add fibers continuously and in a steady uniform manner. Provide automated proportioning devices and control delivery within  $\pm 10\%$  of the mass of the fibers required. Perform an equipment calibration to the satisfaction of the fiber manufacturer's representative to show that the fiber is being accurately metered and uniformly distributed into the mix.

Include the following with the blower tube system:

    - Low level indicators
    - No-flow indicators
    - A printout of feed rate status in pounds/minute
    - A section of transparent pipe in the fiber supply line for observing consistency of flow or feed.
    - Manufacturer's representative's approval of fiber addition system

#### **5-04.3 Construction**

The July 18, 2018 APWA GSP 5-04 Hot Mix Asphalt supplement this section (5-04.3) with the following:

##### **Reinforcing Fibers:**

1. Follow manufacturer's representative's recommendations for placement of FRAC.
2. Visually observe FRAC mix in the back of first three trucks and every tenth truck thereafter to confirm adequate blending of the fiber.

3. Remove any observed fiber balls from placed mixture and adjust operations per the manufacturer's recommendation to eliminate future fiber ball development.

#### **4. CONTRACTUAL TERMS AND CONDITIONS**

##### **4.1 CONTRACT**

Vendors selected as a result of the CFSB response will be awarded a Master Contract incorporating the vendor's Unit Price Schedule. Attachment 1 is a sample of the Master Contract that will be entered into between Thurston County and responsible bidders. The documents which constitute the Contract include the CFSB and any Addenda, Materials Specifications, vendor's response to CFSB, and Terms and Conditions. The vendor will supply asphalt and/or maintenance materials ("materials") on an as-needed basis, as determined by Thurston County ("County"), in accordance with the prices submitted by the vendor in its bid proposal and resulting Master Contract. The County does not represent or guarantee any minimum or maximum purchase of materials. The County will execute individual purchase orders against the Master Contract(s) based on the lowest price as computed by the County considering unit price plus hauling distance factor, and availability of materials.

**MASTER CONTRACT**  
**Thurston County Public Works Department**  
**9605 Tilley Rd. S. Suite C, Olympia, WA. 98512-9140**  
**Phone: (360) 867-2300 Fax: (360) 867-2292**

<b>Vendor Information:</b> Company Name Attn: POC Address Line 1 City, State, Zip Phone:	<b>Project Name: Asphalt Materials Purchase</b>  <b>Public Works Contract No.: 034-2023-XXX</b>  <b>Payment Terms:</b> Within thirty (30) days after receipt of an invoice at the Thurston County Public Works Accounts Payable email address <a href="mailto:PWAP@co.thurston.wa.us">PWAP@co.thurston.wa.us</a> .	
<b>County Information:</b> Thurston County Public Works Department Attn: <b>Contract Manager Name</b> 9605 Tilley Rd. S. Suite C Olympia, WA 98512-9140 Ph: <b>Contract Manager phone #</b> Fax:	<b>Accepted by Vendor:</b>	<b>Accepted by County:</b>
	_____ Authorized Representative	_____ Authorized Representative
	_____ Printed Name	_____ Printed Name
	Date: _____	Date: _____

**Send Contract Information & Billing to:**

THURSTON COUNTY PUBLIC WORKS DEPT. Attention: <b>Buyer Name</b> 9605 Tilley Rd. S. Suite C Olympia, WA 98512-9140	Phone: <b>Buyer Phone</b> E-mail: <b>Buyer Email</b> Accounts Payable: <a href="mailto:PWAP@co.thurston.wa.us">PWAP@co.thurston.wa.us</a>
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Description	Amount
<p><b>Scope of Work:</b> Vendor shall furnish Thurston County Public Works Department – Road Maintenance Division with asphalt and maintenance materials for road maintenance on an as needed basis. The requirements are set forth in the Materials Specifications of the Call for Sealed Bids (CFSB) attached hereto and incorporated herein by reference.</p> <p><b>Quantity:</b> Thurston County does not guarantee the purchase of a minimum or maximum quantity of any asphalt materials. Thurston County does not expect bidders to furnish or stockpile any specific quantities or products.</p> <p><b>Ordering:</b> Individual purchase orders will be placed against this Master Contract and will include the materials, quantities, unit price, and total price. Unit Prices as provided at Attachment 1 – Rate Schedule shall be firm for the duration of this Contract which runs from May 1, 2023 to April 30, 2024.</p> <p><b>F.O.B:</b> All unit prices for asphalt products are Free on Board (FOB) vendor's plant. Thurston County workforce will pick up materials from vendor's plant sites as provided in the Attachment 1 – Rate Schedule.</p> <p><b>Contract Documents:</b> The term "this Contract" as used herein shall consist of this document entitled "Master Contract" and includes the CFSB, any CFSB Addenda, Vendor's Bid Response, Technical Specifications, and Terms and Conditions.</p>	\$0.00
<b>Purchase Price</b>	<b>\$0.00</b>

## MASTER CONTRACT TERMS AND CONDITIONS ASPHALT MATERIALS

### This Contract includes the following terms and conditions:

(1) **ENTIRE AGREEMENT:** The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

(2) **CHANGES:** No alteration in any of the terms, conditions, price, product, quality or specifications of this Contract will be effective without written consent of Thurston County's authorized representative.

(3) **TAXES AND FEES:** Vendor agrees to pay all State of Washington sales and any other taxes, and shall secure and pay for any permit, government fees, licenses, and inspection fees necessary for performance under the Contract and as required by federal, state, or local law as currently or in the future enacted.

(4) **INVOICES:** The Vendor shall submit invoices to Thurston County Public Works Accounts Payable address [PWAP@co.thurston.wa.us](mailto:PWAP@co.thurston.wa.us) for each Purchase Order. Invoices shall contain the following information: master contract number, purchase order number, description of materials, quantities, unit prices, material ticket number (if applicable), extended totals, and other information required by the County. The County will not be bound by prices contained in an invoice that are higher than those set out in Attachment 1 Price – Schedule unless the price increase is accepted in writing by the County. Although the Unit Bid Prices include sales tax, the amount of sales tax paid by the vendor/supplier shall be separated on the invoice.

(5) **PAYMENTS:** The County agrees to pay the Vendor in accordance with the unit prices provided on Attachment 1 – Price Schedule, and any approved unit price increases or decreases. Within 30 calendar days of receiving a properly completed invoice, the County will make payment for each bid item purchased. Payments made in accordance with the submitted in accordance with Contract terms shall fully compensate the Vendor for all risk, loss, damages, or expense of whatever nature. Upon acceptance of payment, the Vendor waives any claims for the materials covered by the invoice.

(6) **INSURANCE:** Without limiting Vendor's indemnification of Thurston County, and prior to commencement of the Contract, Vendor will obtain, provide and maintain at its own expense during the term of the Contract, policies of insurance of the type and amounts described below and in a form that is satisfactory to Thurston County.

Commercial General Liability. Vendor shall maintain commercial general liability insurance with coverage in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, completed products.

Proof of insurance: Vendor will provide certificates of insurance to the County as evidence of the insurance coverage required herein. County reserves the right to require complete, certified copies of all required insurance policies, at any time.

Specifications not limiting: Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(7) **REJECTION:** All materials purchased herein are subject to approval by Thurston County. Any rejection of materials because of nonconformity to the terms, conditions, and specifications of this Contract will be at the Vendor's risk and expense.

(8) **WARRANTY:** Vendor warrants that all materials provided as a result of the Contract will be fit for the purpose(s) for which intended, for merchantability, and will conform to the requirements and specifications set out in the Contract. All materials will comply with applicable federal, state and local laws, rules and regulations, and all appropriate instructions or warnings are supplied including applicable Material Safety Data Sheets.

Vendor agrees to correct any defect or failure of the materials which occurs within one year from the date of commencement of use of materials, provided, however, said guarantee period shall not extend beyond eighteen months after date of receipt by the County. All the costs of repairs and/or corrections of defective or failed materials is the responsibility of the Vendor.

The Contract guarantee period will be suspended from the time a significant defect is first documented by the County until the materials are repaired or replaced by Vendor and accepted by the County. In addition, in the event less than ninety days remain on the guarantee period (after deducting the period of suspension), the guarantee period will be extended to allow for at least ninety days from the date the materials are repaired or replaced and accepted by the County.

(9) **INDEMNIFICATION AND HOLD HARMLESS:** All materials supplied under this Contract will be rendered entirely at the Vendor's risk. To the fullest extent permitted by law and except to the extent caused by the sole negligence of the County, the Vendor agrees to indemnify, defend, and hold harmless Thurston County, its elected and appointed officials, officers, employees, and agents, from and against any and all liabilities, suits, claims, actions, losses, costs, penalties, and damages of whatsoever kind or nature arising out of, in connection with, or incident to the materials provided by or on behalf

of the Vendor, including, without limitation, claims for patent, trademark, copyright, trade or franchising infringement. Vendor's obligation to indemnify, defend, and hold harmless includes any claim by Vendor's agents, employees, representatives, or any subcontractor or its employees. Vendor will pay all defense expenses, including, without limitation, reasonable attorneys' fees, expert and consultant fees and costs incurred by the County on account of such litigation or claims. Thurston County will be entitled to recover from the Vendor its attorneys' fees and costs incurred to enforce the provisions of this section.

Solely for the purposes of this indemnification and hold harmless provision, in any and all claims against the County, its officers, officials, employees and agents by any employee or former employee of the Vendor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification and hold harmless obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Vendor or subcontractor under Worker's Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Vendor expressly waives any immunity the Vendor might have had under Title 51 RCW. By submitting its bid to the County, the Vendor acknowledges that the foregoing waiver has been mutually negotiated by the parties.

The indemnification, protection, defense and save harmless obligations contained herein will survive the expiration, abandonment or termination of this Contract.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Contract.

**(10) INDEPENDENT STATUS of VENDOR:** In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent contractor relationship will be created by this Contract. The employees or agents of one party will not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. The Vendor is not entitled to any County benefits, including without limitation: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to County employees. The Vendor will have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No employee, subcontractor, agent, or representative of the Vendor will be or deem to be or act or purport to act as an employee, agent, or representative of the County.

**(11) LIENS, CLAIMS AND ENCUMBRANCES:** Vendor warrants and represents that all materials supplied under this Contract are free and clear of all liens, claims or encumbrances of any kind. At the request of the County, a formal release of same shall be delivered to the County.

**(12) TERMINATION:**

**A. Termination for Convenience.** The County may terminate this Contract, in its sole discretion. If this Contract is so terminated, the Vendor is entitled to payment for properly authorized materials supplied in accordance with the terms of this Contract prior to the effective date of contract termination. The County shall have no other obligation to the Vendor for such termination. Termination of this Contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

**B. Termination for Default.** If the Vendor defaults by failing to perform any of the obligations of this Contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may terminate this Contract, and at the County's option, obtain materials elsewhere. If this Contract is terminated for default, the Vendor will not be entitled to receive any further payments under this Contract until the provisions of this Contract have been fully performed. Any extra cost or damage to the County resulting from such default(s) will be deducted from any money due or coming due to the Vendor. The Vendor will bear any extra expenses incurred by the County in completing this Contract, including all increased costs for completion of this Contract, and all damage sustained, or which may be sustained by the County be reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Vendor was not in default, the termination will be deemed to be a termination for convenience as set forth in subsection A. of this section.

**(13) FORCE MAJEURE:** Neither party will be liable to the other or deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure will include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, epidemics, civil or public disturbances, or other similar occurrences. If any party is unable to perform under this Contract due to a force majeure event, upon giving notice and reasonably full particulars to the other party, such obligation or condition will be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Vendor ceases to be excused pursuant to this provision, then the County will be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default. The County reserves the right to cancel this Contract and/or purchase materials from the best available source during the time of force majeure, and the Vendor will have no recourse against the County. Whenever a force majeure event causes the Vendor to allocate limited Master Contract # **034-2023-XXX** – Asphalt Materials

resources between or among the Vendor's customers, the County will receive no less priority in respect to such allocation than any of the Vendor's other customers.

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

(15) **COMPLIANCE WITH LAWS:** The Vendor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

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

(17) **CHOICE OF LAW, JURISDICTION AND VENUE:** The parties agree that this Contract will be governed by the laws of the State of Washington both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this Contract will be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

END

ATTACHMENT 1

**MASTER CONTRACT RATE SCHEDULE  
ASPHALT MATERIALS**

ITEM No.	Description	Special Prov	Unit	Unit Price	Location & #1	Unit Price	Location & #2
1	Asphalt Cold Mix		Ton				
2	Asphalt Cold Mix		Bag				
3	HMA CL. 3/8 IN. PG 58H-22		Ton				
4	HMA CL. 1/2IN. PG 58h-22		Ton				
5	HMA CL. 1/2 IN. PG 58H-22 Fiber Reinforced	X	Ton				
6	HMA CL. 4.75 mm PG 70-22	X	Ton				

Notes:

1. All Unit Prices are FOB Vendor's Plant
2. Prices include all costs for labor, materials, tools, environmental fees, equipment, overhead, profit, and all taxes





## Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date:

Date Created: 3/24/2023

Agenda Item #:

Created by: Jamie Caldwell, Clerk of the Board - Commissioners - 360-786-5440

Creator = Presenter? ☐ Yes ☐ No

Is this a presentation by more than one person? ☐

Presenter: **Jamie Caldwell, Clerk of the Board - Commissioners - 360-786-5440**

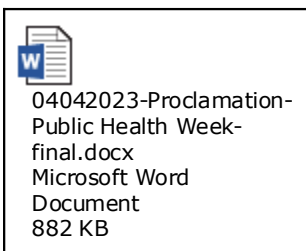
Item Title:

National Public Health Week Proclamation

Action Needed:

Class of Item:

### List of Exhibits



Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

Click Additional Attachment to attach more materials.

NOTE: If you attach a file and get a message saying " **You have chosen to attach a large file...** ", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☐

Budget Effect Summary? ☐

### Recommended Action:

The Board of County Commissioners will proclaim the week of April 3rd to April 9th as National Public Health Week in Thurston County.

### Item Description:

None.

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☐

Date Submitted: 3/24/2023

## THURSTON COUNTY

# Proclamation

### **National Public Health Week**

**WHEREAS**, the week of April 3-9, 2023, is National Public Health Week, and this year's theme is "Centering and Celebrating Cultures in Health" and

**WHEREAS**, U.S. life expectancy dropped from 2014 to 2017 in the longest sustained decline since the Great Recession and only in 2018 began to increase again; U.S life expectancy then dropped again in 2020 by a full year, which is the largest drop in life expectancy since 1943; and

**WHEREAS**, there is a significant difference in health status, such as obesity, poor mental health and drug use, among people living in rural areas compared with people living in urban areas, and this variance increases because rural residents are often more likely to face social determinants that negatively impact health, such as poverty, transportation barriers, and lack of economic opportunity; and

**WHEREAS**, a person's health status can differ drastically by zip code due to differences in the built environment, environmental quality, community context, access to healthy food, access to education and access to health care; and

**WHEREAS**, public health professionals help communities prevent, prepare for, withstand and recover from the impact of a full range of health threats, including disease outbreaks such as the COVID-19 pandemic, measles, natural disasters and disasters caused by human activity; and

**WHEREAS**, public health action, together with scientific and technological advances, has played a major role in reducing and, in some cases, eliminating the spread of infectious disease, and in establishing today's disease surveillance and control systems; and

**WHEREAS**, risk factors such as such as poverty, adverse childhood experiences, chronic stress, physical inactivity, poor nutrition, tobacco use, and excessive alcohol use are leading causes of chronic disease; and 6 in 10 U.S adults have a chronic disease and 4 in 10 have two or more; and chronic diseases cause 7 of every 10 deaths annually in the United States; and

**WHEREAS**, the COVID-19 pandemic has illuminated and exacerbated racial inequities and a growing number of local, state governments and public health leaders have declared racism a public health crisis

**NOW, THEREFORE, BE IT RESOLVED**, the Board of County Commissioners hereby proclaims **April 3-9 National Public Health Week** in Thurston County and urges all citizens to observe this week by helping our families, friends, neighbors, co-workers, and leaders to better understand the value of public health and supporting great opportunities to adopt preventive lifestyle habits considering this year's theme, "Centering and Celebrating Cultures in Health".

Adopted this 4th day of April 2023

BOARD OF COUNTY COMMISSIONERS

