

**WASHINGTON STATE MILITARY DEPARTMENT
EMD HUMAN SERVICES RECOVERY GRANT AGREEMENT FACE SHEET**

1. Grantee Name and Address: Whatcom County 311 Grand Avenue Bellingham, WA 98225		2. Total Grant Amount: \$1,480,000.00		3. Grant Agreement Number: D24-006	
4. Grantee Contact, phone/email Stephanie Webster swebster@co.whatcom.wa.us, 360-778-7169		5. WMD Representative, phone/email: Eva Escape eva.escape@mil.wa.gov, 253-844-9418			
6. Program Index & OBJ/SUB-OBJ 7S1WH-NZ		7. Disaster Event DR-4635 Nov 2021 Flood		8. Eligibility Period of Costs Incurred 11/05/2021-06/30/2025	
9. Agreement Start Date Upon Execution		10. Agreement End Date 06/30/2025		11. TIN or SSN 91-6001383	12. UBI # (state revenue) 371-010-246
13. Funding Source Authority: Washington State Military Department and Whatcom County Disaster Recovery Funds.					
14. Funding Source Agreement # Senate Bill 5187 Sec. 148 (8)		15. Service Districts: (BY LEGISLATIVE DIST): 40, 42 (BY CONGRESSIONAL DIST): 2			16. Service Area by County(ies): Whatcom County
17. Grant Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other			18. 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 (RCW 39.34)		
19. Grant Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> GRANTEE <input type="checkbox"/> OTHER			20. Grant Selection Process: <input checked="" type="checkbox"/> "To all that apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E/RCW <input type="checkbox"/> N/A		
21. PURPOSE/DESCRIPTION The objective of the Senate Bill 5187 Sec. 148 (8) is to provide a grant to Whatcom County for disaster relief and recovery activities in response to the November 2021 flooding and mudslides presidentially-declared disaster.					
IN WITNESS WHEREOF, the Washington Military Department (WMD) Emergency Management Division (EMD) and Grantee acknowledge and accept terms of this Agreement, including all referenced attachments which are hereby incorporated, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); Statement of Work (Attachment C), Budget (Attachment D), Timeline (Attachment E); and all other documents and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1. Applicable federal and state statutes and regulations 2. Program documents 3. Statement of Work, Budget, Timeline, 4. General Terms and Conditions, and Special Terms and Conditions 5. Other provisions of the Agreement incorporated by reference. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the Parties hereto.					
WHEREAS, the parties have executed this Agreement on the day and year last specified below:					
FOR GRANTEE:			FOR THE DEPARTMENT:		
<u>Satpal Singh Sidhu, Executive</u> <u>Date</u>		<u>Regan Anne Hesse, Chief Financial Officer</u> <u>Date</u>			
Whatcom County		Washington Military Department			
Recommended:					
<u>Bill Elfo, Sheriff</u> <u>Date</u>					
Approved as to Form:					
<u>Senior Deputy Prosecuting Attorney</u> <u>Date</u>					

SPECIAL TERMS AND CONDITIONS

I. INTRODUCTION

The Washington Military Department (WMD) herein known as “the DEPARTMENT”, through the Emergency Management Division, coordinates and facilitates the implementation of the Whatcom Disaster Recovery Grant. The DEPARTMENT is authorized to enter into agreements with political subdivisions to reimburse GRANTEE for eligible expenses allowed under the Whatcom Disaster Recovery Grant funds.

II. KEY PERSONNEL

The individuals listed below shall be considered Key Personnel; however, either party may designate a substitute by advance written notification to the other party.

GRANTEE		DEPARTMENT	
Name:	John Gargett	Name:	Eva Escape
Title:	Deputy Director	Title:	Human Services Grants Coordinator
Email:	jgargett@co.whatcom.wa.us	Email:	eva.escape@mil.wa.gov
Phone:	360-778-7160	Phone:	253-844-9418
AND			
Name:	Stephanie Webster		
Title:	Financial Accountant		
Email:	swebster@co.whatcom.wa.us		
Phone:	360-778-7169		

III. ADMINISTRATIVE REQUIREMENTS

- A. The Parties shall use the following to determine allowable cost principles: State Office of Financial Management (OFM) Regulations-State Administrative and Accounting Manual (SAAM) and the Local Government Budget and Accounting Reporting System (BARS).
- B. GRANTEE CONTRACTORS. If the GRANTEE uses Whatcom Disaster Recovery Grant funds to acquire goods and services from a non-government entity performing services as a Contractor under this Agreement, the GRANTEE must make a case-by-case determination whether each contract it makes for the disbursement of Whatcom Disaster Recovery Grant funds received under this Agreement casts the party receiving the funds in the role of contractor in accordance with the Washington State Office of Financial Management state grant audit and monitoring guidelines.
- C. A Contractor performing services under this Agreement must comply with all federal and state laws and regulations applicable to the Whatcom Disaster Recovery Grant, WMD policies, and this Agreement.
- D. The GRANTEE shall require its Contractor(s) to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by the Department applicable to the Whatcom Disaster Recovery Grant including, but not limited to, all criteria, restrictions, and requirements of the Engrossed Substitute Senate Bill 5187 Sec. 148 (8), and the federal and state regulations commonly applicable to state grants.
- E. GRANTEE and its Contractor shall be responsible for ensuring that all Whatcom Disaster Recovery Grant funds are used in accordance with applicable state statutes and regulations, and the terms and conditions of this Agreement.
- F. If a grant audit or monitoring performed by the DEPARTMENT under this Agreement results in any findings, GRANTEE shall submit a “Corrective Action Plan” in response to the grant audit or monitoring results no later than 10 business days after receiving the DEPARTMENT’s report.

IV. ELIGIBLE EXPENSES AND PRIORITIES ESTABLISHED BY LEGISLATURE

Priorities for expenditure of Whatcom Disaster Recovery Grant funds have been established by both the state legislature and the DEPARTMENT:

- A. The purpose of Engrossed Substitute Senate Bill 5187 Sec. 148 (8) is to provide a grant to Whatcom County for disaster relief and recovery activities in response to the November 2021 flooding and mudslides presidentially-declared disaster.
- B. The DEPARTMENT has general authority to enter into agreements with political subdivisions per RCW 38.52.030 (9) "The director, subject to the direction and control of the governor, shall prepare and administer a state program for emergency assistance to individuals within the state who are victims of a natural, technological, or human-caused disaster, as defined by RCW 38.52.010 (13). Such program may be integrated into and coordinated with disaster assistance plans and programs of the federal government which provide to the state, or through the state to any political subdivision thereof, services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of assistance to individuals affected by a disaster".

V. INELIGIBLE COSTS

Costs not identified as Eligible or Approved Costs under this Agreement are considered ineligible for reimbursement, in addition to the following:

- A. *Bad Debts* - any losses arising from uncollectible accounts and other claims and related costs.
- B. *Contributions to a contingency reserve* - any funds set aside by the Grantee to reimburse unanticipated expenses. Such reserves are not eligible for reimbursement.
- C. *Depreciation* - of facilities or equipment.
- D. *Entertainment* - amusements, social activities, and any related incidental costs, including meals, beverages, lodging, rentals, transportation, and gratuities.
- E. *Fines and penalties* - costs resulting from violations of, or failure to comply with, federal, state, or local laws.
- F. *General expenses, beyond the statement of work, required to carry out overall government responsibilities* - including the salaries and expenses of the chief executive and their staff. Governments include state, local, and federally recognized Indian tribal governments. This restriction does not include the portion of salaries and expenses by the chief executive and staff that are directly attributable to managing and administering Whatcom Disaster Recovery Grant funds.
- G. *Illegal costs* - costs incurred as a result of procurement practices not in compliance with state or federal procurement laws may be ineligible and not reimbursed at the sole discretion of the Department.
- H. *Interest and other financial costs* - interest on debt, bond discounts, cost of financing and refinancing operations, and legal and professional fees are ineligible, except when authorized by state law.
- I. *Late / past due fees* - incurred by failing to pay vendor invoices, permit fees, or to return items in a timely manner.
- J. *Legal expenses* - related to claims against the Department, and legal services furnished by the chief legal officer of the state, local, or Native American tribal government (or his/her staff) solely for the purpose of discharging his/her general responsibilities as legal officer.
- K. *Legislative expenses* - salaries and other expenses of members of the state Legislature or similar local governmental bodies (e.g., county boards), if incurred in the members' official capacity.
- L. *Lobbying* - expenses related to lobbying activities.
- M. *Personal injury compensation* - or damages arising from activities under this grant, whether determined by adjudication, arbitration, negotiation, or otherwise.

VI. BUDGET, REIMBURSEMENT, AND TIMELINE

- A. Within the total Grant Agreement Amount, travel, contracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- B. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- C. If the Grantee chooses to include indirect costs within the Budget (Attachment D), additional documentation is required based on the applicable situation and must be approved by the State Coordinating Officer (SCO).
- D. If reimbursement of travel or subsistence expenses are included as part of this Agreement, they shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The Grantee is required to provide copies of receipts to the DEPARTMENT for any travel related expenses other than meals and mileage that are authorized under this Agreement.
- E. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the DEPARTMENT) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to the DEPARTMENT Key Personnel identified in Section II of this Agreement, no later than the due dates listed within the Timeline (Attachment E).

Reimbursement request totals should be commensurate to the time spent processing by the Grantee and the DEPARTMENT.

- F. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Grantee consistent with record retention requirements of this Agreement and be made available upon request by the DEPARTMENT, federal, state, and local auditors.
- G. The Grantee must request prior written approval from State Coordinating Officer to waive or extend a due date in the Timeline (Attachment E). For waived or extended reimbursements, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for the DEPARTMENT review and consideration and may be granted or denied within the DEPARTMENT's sole discretion.
- H. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within sixty (60) days after the Grant Agreement Performance Period End Date, except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the DEPARTMENT to the GRANTEE to provide additional time for completion of the Grantee's activities under this agreement.
- I. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Grantee, its contractor, or any non-government entity to which the Grantee makes an award and is invoiced by the vendor.
- J. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement, including, but not limited to, those reports in the Timeline (Attachment E), will prohibit the Grantee from being reimbursed until such reports are submitted and the DEPARTMENT has had reasonable time to conduct its review.

- K. Final reimbursement requests will not be approved for payment until the Grantee is current with all reporting requirements contained in this Agreement.
- L. Any deviations from the approved, direct budget categories will require State Coordinating Officer approvals and a written amendment.
- M. Grantee shall only use Whatcom Disaster Recovery Grant funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-state funds that have been budgeted for the same purpose. The Grantee may be required to demonstrate and document that the reduction in non-state resources occurred for reasons other than the receipt or expected receipt of state funds.

VII. PERFORMANCE PERIOD AND PAYMENT

Payment by the DEPARTMENT to the GRANTEE shall only be made as reimbursement for eligible expenses approved by the DEPARTMENT within the set Eligibility Period of Costs Incurred in this Agreement. Work started prior to and/or not completed by the Eligibility Period of Costs Incurred, will be considered outside the Performance Period and therefore not eligible for reimbursement. The GRANTEE shall not request payment in anticipation of expenditures not yet incurred.

VIII. THE GRANTEE AGREES TO:

- A. Use of Funding: The GRANTEE warrants that the funds provided by the DEPARTMENT as described in the Budget (Attachment D) shall be used by the GRANTEE solely for reimbursement of those approved incurred eligible expenses as described in Engrossed Substitute Senate Bill 5693 Sec. 143 (15) and the Statement of Work (Attachment C) incorporated herein to fund state disaster individual assistance needs. Reimbursement shall be made consistent with the DEPARTMENT policies for approved expenses described in Attachment C during the Eligibility Period of Costs Incurred.
- B. Duplication of Benefits: The GRANTEE shall establish clear sequence of delivery and make efforts to prevent any duplication of benefits of federal, other state agency, private insurance, or non-profit for disaster individual assistance to maximize available resources and coordinate efforts to help disaster survivors navigate the recovery process.
- C. Reimbursement Requests and Reporting Requirements: At least quarterly, but not more often than monthly, the GRANTEE shall submit invoice vouchers (Form A-19) to the DEPARTMENT Representative identified in this Agreement to request reimbursement for expenses. The GRANTEE agrees to use forms and/or systems provided by the DEPARTMENT for necessary reports.

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

Grant Reports	# Copies	Completion Date
Grant Report	1	Submitted with every A19-1A Reimbursement Request
Final Reimbursement Request	1	July 31, 2024 for State Fiscal Year 2024 July 31, 2025 for State Fiscal Year 2025

All funds cannot be used prior to the Agreement Performance Period Start Date, and must be delivered, completed, and accepted by the Agreement Performance Period End Date. Final billing not received by the deadline set per State Fiscal year, will not be processed.

- D. Compliance with Law: The GRANTEE will comply with all applicable state and federal laws.

IX. THE MILITARY DEPARTMENT AGREES TO:

- A. Within thirty (30) days of receipt and approval of signed, dated invoice vouchers (Form A-19), and upon satisfactory completion of tasks and documentation of costs, as required under this

Agreement, the DEPARTMENT will reimburse the GRANTEE up to the maximum allowable grant amount, or actual cost, whichever is lower as authorized by this Agreement.

- B. If a question arises about the requested reimbursement, the GRANTEE will be notified via e-mail and/or telephone call and will have five (5) working days to provide the requested information. If information satisfactory to the DEPARTMENT has not been provided within that time, the expense in question will be subtracted and the balance of approved eligible incurred expenses will be processed for reimbursement.

GENERAL TERMS AND CONDITIONS

1) DEFINITIONS

As used throughout this Agreement the following terms shall have the meanings set forth below:

- A. "DEPARTMENT" shall mean the Washington State Military DEPARTMENT (WMD).
- B. "GRANTEE" shall mean the named county, city, tribe, or other political subdivisions performing Whatcom Disaster Recovery activities under this Agreement. It shall include any contractor retained by the GRANTEE as permitted under the terms of this Agreement.
- C. "Contractor" shall mean one, not in the employment of the GRANTEE, who is performing all or part of those services under this Agreement under a separate contract with the GRANTEE.
- D. "State Coordinator Officer (SCO)" is a Governor-appointed individual responsible for providing operational oversight and direction of the disaster response and/or recovery operations.
- E. "WAC" is defined and used herein to mean the Washington Administrative Code.
- F. "RCW" is defined and used herein to mean the Revised Code of Washington.

2) ACCESS TO PUBLIC RECORDS

- A. The Parties acknowledge that the DEPARTMENT is subject to the Public Records Act, Chapter 42.56 RCW, and that records prepared, owned, used, or retained by the DEPARTMENT relating to the conduct of government or the performance of any governmental or proprietary function are available for public inspection or copying, except as exempt under RCW 42.56 or other statute which exempts or prohibits disclosure of specific information or records.
- B. The GRANTEE shall provide access to data generated under this Agreement to the DEPARTMENT and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and methodology for those models.
- C. Access to Data - State law prohibits state agencies from entering into agreements when the contractor could charge additional costs to the agency, the Joint Legislative Audit and Review Committee, or the Office of the State Auditor for access to data generated under the Agreement. Therefore, all such data will be provided at no additional expense. For the purposes of this requirement, "data" includes all information that supports the findings, conclusions, and recommendations of the contractor's reports, including computer models and methodology for those models.

3) ADVANCE PAYMENTS PROHIBITED

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the DEPARTMENT.

4) AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 et seq. (also referred to as the "ADA") and its implementing regulations at 28 CFR Part 35.

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

5) ATTORNEY'S FEES

Except as provided in the section entitled "Recapture Provisions", in the event of litigation or other action brought to enforce the terms of this Agreement or alternate dispute resolution process, each party agrees to bear its own attorney's fees and costs.

6) COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND DEPARTMENT POLICIES

The GRANTEE 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, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the ADA; ethics in laws and policies; Public Disclosure (RCW 42.56); and safety and health regulations. In the event of the GRANTEE's noncompliance or refusal to comply with any applicable law, regulation, executive order, or policy, the DEPARTMENT may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The GRANTEE is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order, or policy.

7) AGREEMENT MODIFICATIONS

The Parties may, from time to time, request changes to the AGREEMENT. All mutually agreed changes shall be incorporated by written amendment. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the Parties, and any oral understanding or agreements shall not be binding. It is mutually agreed and understood that the GRANTEE is allowed to reallocate funds as needed and approved by the State Coordinating Officer.

8) GRANTEE'S EMPLOYEES NOT EMPLOYEES OF DEPARTMENT

The GRANTEE and/or employees, contractors, or agents performing under this Agreement, are not employees or agents of the DEPARTMENT in any manner whatsoever. The GRANTEE will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington for any reason, nor will the GRANTEE make any claim, demand, or application to or for any right, privilege, or benefit applicable to an officer or employee of the DEPARTMENT or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege, or benefit which would accrue to a civil service employee under RCW 41.06. It is understood that if the GRANTEE is another state agency, the officers and employees are employed by the State of Washington in their own right.

9) DISCLOSURE

The use or disclosure by any Party of any information concerning the DEPARTMENT, or its Whatcom Disaster Recovery Grant funds and Programs, for any purpose not directly connected with the administration of the DEPARTMENT's or the GRANTEE'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 RCW 42.56, the Public Records Act, or court order.

10) 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 hearing. The Parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the GRANTEE, and a third party mutually agreed upon by both Parties. The team shall, by majority vote, resolve the dispute. The Parties agree that this dispute process shall be final and there will be no appeal of the decision.

11) GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be proper only in Thurston County. The GRANTEE, by execution of this Agreement, acknowledges the jurisdiction of the courts of Washington in this matter.

12) HOLD HARMLESS

The GRANTEE agrees to defend, hold harmless, and indemnify the State of Washington and the DEPARTMENT, their officers, agents, employees, and assigns against any and all damages or claims from damages resulting or allegedly resulting from the GRANTEE's performance or activities hereunder, including the performance of any contractor(s).

13) INSURANCE, INDUSTRIAL COVERAGE

Prior to performing work under this Agreement, the GRANTEE shall provide industrial insurance coverage for the GRANTEE's employees, as may be required by Title 51 RCW. The DEPARTMENT will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for a consultant or any subcontractor or employee of the GRANTEE, which may arise during the performance of services under this Agreement. Before the start of any work required by this Agreement, the GRANTEE shall deliver to the DEPARTMENT certificates of insurance reflecting that the GRANTEE has obtained all the insurance coverage required by this section.

14) INSURANCE, GENERAL COVERAGE

The DEPARTMENT and its officers, employees, and agents, while acting in good faith within the scope of their official duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against the DEPARTMENT and its employees, officers, and agents in the performance of their official duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130. GRANTEE hereby notifies the DEPARTMENT that as a Local Government of the State of Washington and in accordance with Washington law, GRANTEE has full loss coverage for itself, its officers, employees, and agents, through self-insurance and/or the purchase of insurance. Upon the DEPARTMENT's request, GRANTEE will provide the DEPARTMENT with details of its self-insured retention, proof of its additional insurance, and all loss coverage. This program of self-insurance and/or purchased insurance includes general liability, automobile liability, workers compensation, and employers' liability.

15) LIABILITY

To the extent permitted by applicable law, each party to this Agreement shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its employees, agents, officers, contractors, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

16) LIMITATION OF AUTHORITY

Only the assigned Authorized Signature for the DEPARTMENT or an assigned delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, 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 the authorized person.

17) LOSS OF FUNDING

In the event funding from state sources is withdrawn, reduced, or limited in any way after the effective date of the Agreement, the DEPARTMENT may suspend or terminate, or renegotiate the Agreement, without cause under the "Termination" clause and without the thirty (30) day notice requirement.

18) NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, nor the work to be provided under this Agreement, and any claim arising thereunder, shall be assigned or delegated by either party, in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

19) NONDISCRIMINATION

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

- A. Nondiscrimination in Employment: The GRANTEE shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, citizenship or immigration status, family with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of trained dog guide or service animal by a person with a disability. This requirement does not apply, however, to a religious corporation, association, educational institution, or society with

respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

- B. The GRANTEE shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, creed, color, national origin, citizenship or immigration status, family with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of trained dog guide or service animal by a person with a disability. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment selection for training, including apprenticeships and volunteers.

20) RECAPTURE PROVISION

In the event the GRANTEE 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 Agreement of funds under this recapture provision shall occur within thirty (30) days of demand.

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

21) RECORDS, MONITORING, AND AUDIT ACCESS

- A. The GRANTEE shall perform under the terms of the Agreement and the DEPARTMENT may conduct reasonable and necessary monitoring of the GRANTEE's performance.
- B. To permit such monitoring, the GRANTEE shall maintain books, records, documents, and other evidence, and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the DEPARTMENT, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or agreement.
- C. The GRANTEE will retain all books, records, documents, and other materials relevant to this Agreement for six (6) years from the date final payment is made hereunder and make them available for inspection by persons authorized under this provision.
- D. The DEPARTMENT or the State Auditor or any of their representatives and federal officials so authorized by law, rule, regulation, or agreement shall have full access to and the right to examine during normal business hours and as often as the DEPARTMENT or the State Auditor may deem necessary, all of the GRANTEE's records with respect to all matters covered in this Agreement. Such rights last for six (6) years from the date final payment is made hereunder.
- E. The GRANTEE shall cooperate with and freely participate in any monitoring, audit or evaluation activities conducted by the DEPARTMENT that are pertinent to the intent of this Agreement.

22) SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

23) CONTRACTING

The GRANTEE shall comply with all applicable procurement laws, rules, and requirements. This will include the use of a competitive procurement process in the award of any contracts with its contractors and sub-contractors that are entered into under this Agreement. All contracting and sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

24) TERMINATION

- A. If, through any cause, the GRANTEE or its contractors or sub-contractors shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the GRANTEE or its contractors or sub-contractors shall violate any of its covenants, agreements, or stipulations of this Agreement, the DEPARTMENT shall thereupon have the right to terminate this Agreement and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the GRANTEE describing such default or violation.
- B. Notwithstanding any provisions of this Agreement, either party may terminate this Agreement without cause by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. If this Agreement is so terminated, the DEPARTMENT shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination. Upon notice of such termination, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, and prohibit the GRANTEE from incurring additional obligations of funds.
- C. Reimbursement for eligible expenses incurred by the GRANTEE prior to the effective date of such termination shall be as the DEPARTMENT reasonably determines.
- D. The DEPARTMENT may unilaterally terminate or suspend all or part of this Agreement without cause, or may reduce its statement of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Agreement.

25) TRAVEL AND SUBSISTENCE REIMBURSEMENT

If reimbursement of travel or subsistence expenses are included as part of this Agreement, they shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The GRANTEE is required to provide to the DEPARTMENT copies of receipts for any travel related expenses other than meals and mileage that are authorized under this Agreement.

26) TREATMENT OF ASSETS

Upon successful completion of the terms of this Agreement, all assets, including equipment, purchased through this Agreement will be owned by the GRANTEE unless otherwise specified by the funding source. The GRANTEE shall be responsible for any and all operation and maintenance expenses and for the safe operation of said equipment including all questions of liability.

27) WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the Director or Contracts Administrator and attached to the original Agreement.

STATEMENT OF WORK
WHATCOM DISASTER RECOVERY GRANT – 2023-2025

PURPOSE

Pursuant to Senate Bill 5187 Sec. 148 (8), GRANTEE shall use the awarded Whatcom Disaster Recovery Grant funds in this Agreement for Whatcom County disaster relief and recovery activities in response to the November 2021 flooding and mudslides presidentially-declared disaster. Whatcom Disaster Recovery:

ELIGIBLE COSTS

1. Household Appliances, Home Repair & Materials (Attachment F)
 - a. Household Appliances
 - b. Home Repairs
2. Disaster Case Management (Attachment G)
3. County Recovery Expenses – costs due to disaster relief, contractor services, and recovery expenses provided to communities/disaster survivors as a result of the November 2021 flooding and mudslides presidentially-declared disaster. County shall obtain written approval from Department Key Personnel prior to incurring costs under this category.
4. Administrative Costs & County Recovery Staff Support – Total costs for this expense shall not exceed more than 10% of the total grant amount allowable per State Fiscal Year as allocated in Attachment D.
 - a. County Staffing support needed for disaster recovery activities directly related to the November 2021 flooding and mudslides.
 - i. Salary and benefits
 - ii. Travel and Training Costs
 - b. Administrative Costs
 - i. Compensation of Grantee employees for the time worked on administering State Whatcom County Disaster Recovery Funds program.
 - ii. Cost of Grantee materials, equipment, and supplies purchased needed to administer State Whatcom County Disaster Recovery Funds program.
 - iii. Cost of services specifically used to administer State Whatcom County Disaster Recovery Funds program.
 - iv. Cost of Grantee employee training and/or necessary certifications to administer State Whatcom County Disaster Recovery Funds program, to include travel and per diem expenses.
 - v. Costs of services furnished to administer State Whatcom County Disaster Recovery Funds program by other entities.

GRANTEE shall submit a written request for approval to the Department Key Personnel to activate and use each type of eligible costs listed above prior to incurring such costs. Request shall include the beginning and end period GRANTEE plans to incur the eligible costs. The Department may ask for additional information on the type of costs requested to ensure activities are related to disaster relief and recovery activities in response to the November 2021 flooding and mudslides presidentially-declared disaster.

GRANT RECIPIENT ELIGIBILITY CRITERIA

For Whatcom Disaster Recovery Grant funds awarded directly to Recipients, GRANTEE must use the following recipient eligibility criteria to award grants to eligible individuals and/or households.

Recipient General Eligibility Determination

To be eligible, an individual or family must meet **ALL** of the following:

1. Is a resident of GRANTEE's jurisdiction.
2. Has been identified and verified by GRANTEE or Contractor to have suffered damage/s to their home or was displaced from a rental unit used as their primary residence due to the qualifying disaster identified in this Agreement.
3. Has not received, or has received inadequate, disaster individual assistance from federal, state, private insurance, or non-profit to cover the cost of individual or household disaster recovery.

RECIPIENT MAXIMUM GRANT AMOUNT

For Whatcom Disaster Recovery Grants awarded directly to Recipients, GRANTEE shall ensure that the overall total grant award for each recipient does not exceed the maximum grant amount per household under this grant agreement and previously funded State Individual Assistance Grants in State Fiscal Year 2022-2023 for the following grant programs and/or eligible costs.

RECIPIENT GRANT CATEGORY	MAXIMUM ALLOWABLE GRANT
Household Appliances Replacement	\$6,400.00 per household
Home Repairs	\$37,900.00 per household

DELIVERABLES

See Attachment E – Timeline for deliverables and deadlines.

Budget

Grant Agreement Number: **D24-XXX**
 Grantee Name: **Whatcom County**
 Performance Period: **Date of Execution – 6/30/2025**
 Eligibility Period of Costs Incurred: **11/5/2021-6/30/2025**
 Total Grant Amount: **\$1,480,000.00**

Cost Categories	Amount
Fiscal Year 2023-2024 (July 1, 2023 – June 30, 2024)	\$740,000.00
Fiscal Year 2024-2025 (July 1, 2024 – June 30, 2025)	\$740,000.00

GRANT TIMELINE

ITEM	DEADLINE/TIMELINE
Grant Kick-Off Meeting	Within 5 business days after Grant Agreement Start Date
Grant Report	Must be submitted with every A19-1A Reimbursement Request
A19-1A Reimbursement Request (Invoices)	No more than once a month during the Grant Performance Period
Grant Meetings	Every 2 months during the Grant Agreement Performance Period
Grant Pre-Closeout Meeting	15 calendar days prior to Grant Agreement Performance Period End Date
Final A19-1A Reimbursement Request (Invoices)	July 31, 2024 for State Fiscal Year 2024 July 31, 2025 for State Fiscal Year 2025
Grant Closeout Meeting	15 calendar days after Grant Agreement Performance Period End Date

State Household Appliances and Home Repair

Household Appliances

Household appliances eligible under this Agreement include those related to cooking, cleaning, or food preservation. Below are eligible costs for major and small appliances:

- **Major Appliances**

Cooking Range Hood
Dishwasher
Dryer
Freezer (Chest)
Freezer (Stand-up)
Microwave (Countertop)
Microwave over the Range
Mini-Refrigerator
Refrigerator
Stove with Range
Washer

Some major appliances may need to be installed by a professional and is considered an eligible cost under household appliances.

- **Small Appliances**

Air Purifier	Slow Cooker
Blender	Stand Mixer
Broom & Dustpan	Toaster
Coffee Maker	Toaster Oven
Food Dehydrator	Vacuum
Food Processor	Waffle Iron
Hand Mixer	Electric Kettle
Hot Plate	Food Vacuum Sealer
Iron	Non-Electric Roasting Pan
Iron Board	Electric Knife Set
Mop	Electric Griddle
Pressure Cooker (e.g., Instant Pot)	Electric Can Opener
Rice Cooker	

If a recipient has a need for an appliance not included in this list, GRANTEE **must obtain preapproval from the DEPARTMENT Key Personnel prior to purchasing and include justification.** The appliance must be used for cooking, cleaning, or food preservation.

Home Repair

Eligible Home Repairs under this Agreement covers a wide-range of services including the costs associated with restoration and clean-up, materials to address structural or aesthetic repairs, electrical system repairs, septic or other utility repairs, installation of materials, delivery of materials, or assessment of the home by a licensed contractor that is not a member of the applicant's household as a result of the qualifying disaster's damages to a primary home.

For bulk supplies and/or materials for home repairs, the GRANTEE/Contractor shall complete a state-provided Used Materials/Supplies Form to track utilized repair items per household. The total amount of materials/supplies utilized by eligible households along with other eligible costs for Home Repairs cannot exceed the allowable maximum grant for this type of assistance.

Home Repair Assistance under this agreement is intended to make the damaged home safe, sanitary, or functional. It is not intended to return the home to its pre-disaster condition. Home repairs supported through Whatcom Recovery Grant funds are not considered "residential construction" under RCW 39.12.017.

Specific eligible home repair costs for the purposes of this Agreement are listed below:

- Essential improvements to ensure occupant health and safety and building durability, which may include:
 - Rot removal and replacement
 - Improvements to previously existing foundation and/or structure
 - Crawlspace excavation
 - Debris removal on private property
- Lead-based paint and asbestos testing, hazard remediation, removal or abatement, which may include:
 - Lead-based paint abatement and remediation (e.g., window and door replacement, strike and friction repair or replacement)
 - Vermiculite and asbestos abatement
- Improvements for handicapped persons per state and federal requirements.
 - Access Ramp
 - Grab bars
- Repair or replacement of major housing systems (structural; electrical, plumbing; heating, ventilating and air conditioning; roof) and infrastructure (septic, sewer, water, foundation), which may include:
 - Roofing Tear off and Roof replacement (including sheathing replacement)
 - Repair or replace damaged exterior and interior walls
 - Windows, doors, floors, walls, ceilings, and cabinetry
 - Electrical repairs and replacement (panels, knob and tube wiring, aluminum wiring, insufficient electrical service)
 - Repair or replace septic or sewage systems
 - HVAC work (new heating system, combustion safety issues and duct systems)
 - Repair or replacement of utility connections including gas and water.
- Home Safety and Privacy
 - Fencing & Gate repairs
 - Garage repair or replacement
- Access and Egress
 - Privately-owned roads, privately-owned bridges, and privately-owned docks
- Radon mitigation, based on test results
 - Pest removal and prevention
- Applicable state and local taxes on purchased items or services.

Disaster Case Management

Disaster Case Management (DCM) involves a partnership between a disaster case manager and a disaster survivor to develop and carry out an individual disaster recovery plan. This partnership provides the disaster survivor with a single point of contact to facilitate access to a broad range of available resources. The goal of the DCM is to assist individuals and families through the recovery process with finding resources to meet their disaster caused unmet needs. Eligible costs for Disaster Case Management Program under this Agreement include the following:

- Salary and benefits of Disaster Case Manager.
- Training, travel including per diem, and mentorship

Required Recipient Documentation

GRANTEE shall use this list of Required Recipient Documentation for proof of Recipient Grant Eligibility. Collected documentation from Recipients must have all personally identifiable information, such as social security numbers, account number, etc., redacted, except for the Recipient name and address. Any information provided by the Recipient and supporting documentation is considered a public record and is subject to disclosure under the Washington Public Records Act, 45.56 RCW.

Damage Verification

The Recipients primary residence must be verified by GRANTEE to have been damaged or destroyed by the qualifying disaster event on this Agreement. The County Assessor's Office can also verify the loss or damage to the home. For the purpose of this Agreement, primary residence refers to the home where the recipient normally lives during the major portion of the calendar year.

Proof of damage to home or displacement from a rental unit used as the primary residence includes one of the following:

- Receipt of insurance settlement for damage/loss due to the qualifying disaster.
- Destroyed property form application processed and approved by the County Assessor's Office demonstrating a reduction in taxes due to property loss. The County Assessor's Office will provide verification of property loss in the eligible counties to the Washington Emergency Management Division.
- Attestation from GRANTEE or Contractor confirming damage to primary home or displacement from rental unit used as primary residence due to the qualifying disaster.
- Taxpayers claim for Reduction of Assessments Resulting from Destroyed Real or Personal Property or Loss of Value in a Declared Disaster Area (available at local county assessor's office.) <https://dor.wa.gov/sites/default/files/legacy/Docs/forms/PropTx/Forms/64-0003.pdf>
- Attestation from landlord of damage to rental unit or of tenant's displacement from rental unit due to qualifying disaster event.

Duplication of Benefits Verification

GRANTEE shall verify Recipient has not received, or has received inadequate, disaster individual assistance from federal, state, local, private insurance, or non-profit to cover the cost of individual or household disaster recovery.

Proof of lack of individual assistance or inadequate individual assistance includes one of the following:

- Proof of insurance denial from insurance company
- Insurance policy stating appliance replacements are not covered
- Insurance settlement demonstrating the amount is still inadequate to cover the cost of remaining household appliance replacements.
- Federal Emergency Management Agency (FEMA) assistance provided, if applicable does not cover remaining unmet needs
- U.S. Small Business Administration (SBA) loan amount, if applicable, does not cover remaining unmet needs

Identity Verification

GRANTEE shall collect one proof of identity to mitigate instances of fraud from occurring. Proof of identity will also ensure the correct name is used to disburse checks to approved eligible Recipients, if applicable. Proof of identity must include one of the following (must show name, date of birth, and photograph):

- State identification card
- Driver license
- US passport or passport card
- US military card (front and back)
- Military dependent's ID card (front and back)
- Permanent Resident Card

- Certificate of Citizenship
- Certificate of Naturalization
- Employment Authorization Document
- Foreign passport

Proof of Residency

Recipient proof of residency includes one of the following documents demonstrating recipient physical, primary residency jurisdiction where the qualifying disaster occurred.

(*Note: If a recipient is having difficulty with finding a document for proof of residency, a Disaster Case Manager (DCM) or GRANTEE Authorized Personnel can attest and declare that the recipient's primary residency is/was within the jurisdiction during the qualifying disaster event. This can be annotated in documents provided by the recipient and the DCM/Authorized Personnel if aspects of the document are missing such as the address of the property, the date of the document, the name of the recipient etc. If using this method for proof of residency, the DCM must also sign and date the document to attest that the information has been verified. An example of this is a written agreement between a landlord or property owner and someone who is renting or otherwise living on the property and does not have an official lease agreement to show.)

- Any utility bill from state fiscal year 2022
- Washington State issued driver's license, identification card, or permit
- Washington vehicle registration or title
- Cell phone bill or internet bill
- Home utility or service document (bill, statement, hook-up order, etc.) for Washington address (gas, electric, water, garbage, sewer, landline phone, TV, internet)
- Bank or credit card document (statement, card mailer, etc.)
- Washington State voter card
- Washington school transcript
- DSHS benefits letter (medical, food, etc.)
- Proof of home ownership (mortgage documents, property tax documents, deed, title, etc.)
- Rent receipts or lease agreement
- Selective Service Card
- Concealed weapons permit from a Washington county (license to carry concealed pistol)
- Homeowner's or renter's insurance policy or other insurance statement
- Washington professional license (nursing, physician, engineer, pilot, etc.)
- Internal Revenue Service 2021 W-2 form from an employer, form 1099 or paystub from employer
- US military document
- Certified Washington marriage certificate

Proof of Receipts

A legibly printed, electronic document, or a written receipt on a formal business receipt form provided by a service provider or vendor to a customer, which provides documentary evidence that the service provider or vendor has been paid for services or goods, provided to the customer. To be considered valid, a receipt must contain the name of the entity providing the good(s)/service, the date(s) that the goods or service was/were provided/purchased, the price of the good(s)/service, any tax levied, the total monetary amount due, and must indicate that the total monetary amount due was paid.