

**PEND OREILLE COUNTY
NEWPORT, WASHINGTON**

RESOLUTION NO. 2020- 62

Amendment A FFY18 E19-144 Homeland Security Grant Program W/ Spokane County

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies to enter into agreements for mutually advantageous joint or cooperative action, and

WHEREAS, Pend Oreille County and Spokane County are public agencies within the meaning of Chapter 39.34 RCW, and

WHEREAS, Spokane County is the sub recipient of The Washington State Military Department and Pass-through Entity and makes a subaward of Federal funds to Pend Oreille County pursuant to Amendment A FFY18 E19-144

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Pend Oreille County Board of Commissioners that the Amendment A FFY18 E19-144 Homeland Security Grant Program W/ Spokane County, which is attached hereto and incorporated herein, be established and adopted.

ADOPTED this 27 day of July, 2020.

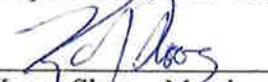
**BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON**



Mike Manus, Chairman



Stephen Kiss, Vice-Chairman



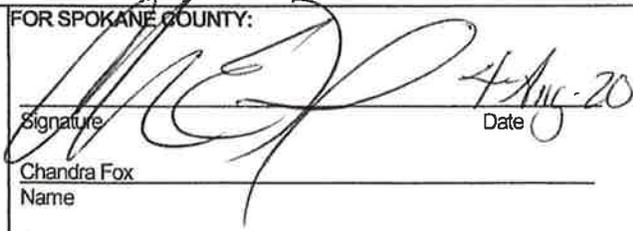
Karen Skoog, Member

ATTEST:


Christine Rahoun, Clerk of the Board

R-2020-62

**AMENDMENT A
SPOKANE COUNTY SPOKANE COUNTY EMERGENCY MANAGEMENT AND
PEND OREILLE COUNTY IN CONJUNCTION WITH FY 2018 HOMELAND
SECURITY GRANT PROGRAM**

1. Grantee Pend Oreille County PO Box 5035 Newport, WA 99156		2. Contract Amount \$29,276	3. Tax ID# 91-6001357 4. DUNS# 140779146
5. Grantee Representative JoAnne Boggs Emergency Management Director Pend Oreille County PO Box 5035 Newport, WA 99156 (509) 447-3731 jboggs@co.pendoreille.wa.us		6. Spokane County's Representative Kari Grytdal Grants Administrator Spokane County 1116 W. Broadway Ave Spokane, WA 99260-2052 509-477-7273 kgrytdal@spokanecounty.org	
7. Grant ID # GSEM-1817	8. Original Grant ID# E19-144	9. Start Date 09/01/2018	10. End Date 12/31/2020
11. Funding Source: <input checked="" type="checkbox"/> Federal			
12. Federal Funds (as applicable) EMW-2018-SS-00088-S01	CFDA # 97.067 - HSGP	Federal Agency: U.S. Department of Homeland Security	
13. Contractor Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding <input checked="" type="checkbox"/> Pre-approved by Funder		14. Contractor Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Vendor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit	
15. Grant Purpose & Description: The purpose of the Federal Fiscal Year (FY) 2018 Homeland Security Grant Program (18HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States. 18HSGP provides funding to implement investments that build, sustain and deliver the core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. 18HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together these grant programs fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, management, and administration. PEND OREILLE COUNTY is a sub-recipient of the 18HSGP Award which is attached and incorporated by reference into this Agreement. PEND OREILLE COUNTY is accountable to both the Washington State Military Department and SPOKANE COUNTY for proper use of the federal funds provided under this Agreement. PEND OREILLE COUNTY's Work Plan (scope), Budget, and Timeline (schedule) for this subaward are detailed in Exhibits A, B & C.			
16. IN WITNESS WHEREOF SPOKANE COUNTY and PEND OREILLE COUNTY, acknowledge and accept the terms of this AGREEMENT, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this AGREEMENT as of the date below. This AGREEMENT Face Sheet; Work Plan/Approved Projects (Exhibit A); Budget (Exhibit B); Timeline (Exhibit C); 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.			
FOR THE GRANTEE:  Signature _____ Date <u>2-27-20</u> Name <u>Mike Manas</u> Title <u>POC Commissioner Chair</u>		FOR SPOKANE COUNTY:  Signature _____ Date <u>4 Aug-20</u> Name <u>Chandra Fox</u> Title <u>Deputy Director GSEM</u>	

GENERAL TERMS AND CONDITIONS

For and in consideration of the recitals previously set forth as well as those set forth hereinafter, the PARTIES do mutually agree that the document executed by the PARTIES entitled "SPOKANE COUNTY EMERGENCY MANAGEMENT AND PEND OREILLE COUNTY IN CONJUNCTION WITH FY 2018 HOMELAND SECURITY GRANT PROGRAM" shall be amended as to those sections listed below. All other sections previously agreed upon shall remain in full effect and force.

SECTION NO. 1: SERVICES/AMENDMENT PURPOSE

The purpose of this Amendment is to reduce to writing the AGREEMENT made between the PARTIES to revise the amount allowable in the grant budget categories as set forth in Exhibit "B" Budget. The overall grant budget amount is not increased. The purpose of amending the grant budget is to provide PEND OREILLE COUNTY budget flexibility to complete the project set forth in the previously entered AGREEMENT Exhibit "A" Work Plan/Approved Project.

SECTION NO. 5: COMPENSATION/REIMBURSEMENT/INVOICING PROCEDURES

- A. SPOKANE COUNTY shall reimburse PEND OREILLE COUNTY an amount not to exceed the amount set forth in Exhibit "B", attached hereto and incorporated herein by reference for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Exhibit "A". PEND OREILLE COUNTY's reimbursement for services set forth in Exhibit "A" shall be in accordance with the terms and conditions set forth in the Budget attached hereto as Exhibit "B" and incorporated herein by reference.
- B. SPOKANE COUNTY shall make no payments in advance or in anticipation of goods or services to be provided under this AGREEMENT. PEND OREILLE COUNTY shall not invoice SPOKANE COUNTY in advance of delivery and invoicing of such goods or services.
- C. PEND OREILLE COUNTY will submit reimbursement requests to SPOKANE COUNTY by submitting a properly completed reimbursement workbook consisting of a State A-19 Invoice form, reimbursement spreadsheet detailing the expenditures for which reimbursement is sought, a progress report, and (if applicable) copies of equipment invoices properly signed and dated along with the Purchase Review Form. A reimbursement workbook is required for all requests for payment and is incorporated herein. Signed A-19 Invoices must be submitted with appropriate supporting documentation. Requests for reimbursement by PEND OREILLE COUNTY shall be made at least on a quarterly basis, but no more than twice per quarter, for any expenditures. 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 AGREEMENT amount. All work under this AGREEMENT must end on or before the AGREEMENT End Date. Final reimbursement request billings must be submitted no later than February 10, 2021, for all allowable expenses under this AGREEMENT.

**Requests for reimbursement shall be directed to:
Christopher Barnes, Program Specialist
Greater Spokane Emergency Management
1121 W. Gardner
Spokane WA 99201**

Payment shall be considered timely if made by SPOKANE COUNTY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by PEND OREILLE COUNTY. Reimbursement request totals should be commensurate to the time spent processing by PEND OREILLE COUNTY and SPOKANE COUNTY. If the reimbursement request isn't substantial enough, PEND OREILLE COUNTY should request prior written approval from SPOKANE COUNTY to waive the due date in the Milestone Timeline (Exhibit "C") and instead submit those costs on the next scheduled reimbursement due date contained in the Timeline.

- D. This is a fixed price, reimbursement AGREEMENT. Within the total AGREEMENT amount, travel, sub-contracts, salaries and wages, benefits, printing, equipment, and other goods and services or other approved budget categories will be reimbursed on an actual cost basis unless otherwise provided in this AGREEMENT. For travel costs, PEND OREILLE COUNTY shall comply with 2 CFR 200.474 and should consult with 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 prior approval by SPOKANE COUNTY and the Washington State Military Department.
- E. Receipts and/or backup documentation for any approved budget line items including travel related expenses that are authorized under this AGREEMENT must be maintained by PEND OREILLE COUNTY consistent with record retention requirements of this AGREEMENT and be made available upon request by SPOKANE COUNTY, Washington State Military Department and/or local, state or federal auditors.
- F. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by PEND OREILLE COUNTY, its contractor or any non-federal entity to which PEND OREILLE COUNTY has made a subaward, and is invoiced by the vendor.
- G. A written amendment will be required if PEND OREILLE COUNTY expects cumulative transfers between project budgets, as identified in the Work Plan (Exhibit "A") and Budget (Exhibit "B"), to exceed ten percent (10%) of the Grant Agreement Amount. Any adjustments to project totals other than in compliance with this paragraph will not be reimbursed.
- H. PEND OREILLE COUNTY 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. PEND OREILLE COUNTY 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.
- I. 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 Milestone Timeline) will prohibit PEND OREILLE COUNTY from being reimbursed until such completed reports and reimbursement requests are submitted and SPOKANE COUNTY has had reasonable time to conduct its review. Final reimbursement requests will not be approved for payment until PEND OREILLE COUNTY is current with all reporting requirements contained in this AGREEMENT.

- J. In the event PEND OREILLE COUNTY fails to expend funds under this AGREEMENT in accordance with applicable federal, state, and local laws and/or the provisions of the AGREEMENT, SPOKANE COUNTY in conjunction with the Washington State Military 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 PEND OREILLE COUNTY of funds under this recapture provision shall occur within 30 days of demand. In the event SPOKANE COUNTY is required to institute legal proceedings to enforce the recapture provision, SPOKANE COUNTY shall be entitled to its costs and expenses thereof, including attorney fees from PEND OREILLE COUNTY.
- K. If PEND OREILLE COUNTY chooses or is allowed under the terms of this AGREEMENT to include indirect costs within the Budget (Exhibit "B"), an indirect cost rate agreement negotiated between the federal cognizant agency for indirect costs and PEND OREILLE COUNTY establishing approved indirect cost rate(s) as described in 2 CFR 200.414 and Appendix VII to 2 CFR 200 must be submitted to SPOKANE COUNTY and the Washington State Military Department. However, under 2 CFR 200.414(f), if PEND OREILLE COUNTY never received a negotiated indirect cost rate agreement establishing federally negotiated rate(s), PEND OREILLE COUNTY may negotiate a rate with the Washington State Military Department or charge a de minimis rate of 10% of modified total direct costs. PEND OREILLE COUNTY's actual indirect cost rate may vary from the approved rate, but must not exceed the approved negotiated indirect cost rate percentage for the time period of expenditures. If PEND OREILLE COUNTY chooses to charge the 10% de minimis rate, but did not charge indirect costs to previous subawards, a request for approval to charge indirect costs must be submitted to the Washington State Military Department for approval with an explanation for the charge.
- L. Any request for extension of a due date in the Timeline will be treated as a request for Amendment of the AGREEMENT and must be submitted to SPOKANE COUNTY's Key Personnel sufficiently in advance of the due date to provide adequate time for SPOKANE COUNTY review and consideration, and can be granted or denied within SPOKANE COUNTY's sole discretion.

EXHIBIT "A"
2018 HOMELAND SECURITY GRANT (HSGP)
STATE HOMELAND SECURITY PROGRAM
APPROVED PROJECTS

Work Plan/Statement of Work
FFY 2019 Region 9 Homeland Security Program
Agency: Pend Oreille County

INTRODUCTION:

As the Pass-through Entity (PTE), the Washington State Military Department (WMD) Emergency Management Division's (EMD) Preparedness Grants Section (PGS), referenced as the Department, is responsible for ensuring federal funding is expended and programs implemented in full accordance with governing law and regulations. Eighty-percent of the state's award is allocated to local and tribal units of government in accordance with Federal guidelines. Washington State is divided into nine Homeland Security Regions. Funding is allocated to Regions according to a county base, population, and population density funding formula. The remaining twenty percent is allocated to state agencies using a sustainment funding model. Each Homeland Security Region and participating State Agency submitted projects that were included in the State's Investment Justification. The projects were further detailed in subprojects, which are the focus of the work plan.

This work plan supports the 2018 Washington State HSGP (SHSP) Investment Justification, Investment #3 – Washington Regional Homeland Security Projects, Project #9 – Region 9 Homeland Security (WA17SHSP>INV-3>PROJ-9).

Region 9 recently implemented a new core capability assessment process. The new process is more formal and will aid in prioritizing funding to address gaps or sustain capability. The assessment is underway and results will be evaluated to determine regional projects. It is expected as in years past, funding will address gaps in Planning, Public Information and Warning, and Operational Coordination.

Terrorist targets include:

- Government facilities
- Transportation corridors
- Power generation and distribution systems
- Events where large numbers of citizens congregate
- Communications systems
- Canadian border

Primary all-hazard risks include:

- Wildland fire
- Severe winter storm
- Flood
- HazMat and HazMat Transportation
- Infectious disease
- Severe wind storms
- CSZ Earthquake

Project #1	Operational Coordination	\$29,276
DESCRIPTION	<p>The goal of this project is to sustain and where possible, enhance the county's ability to prepare for, respond to, and recover from terrorism or all-hazards events. Gaps continually exist at all levels of emergency preparedness. The focus area for this funding cycle is continuing to update the countywide interoperable communications network and plan update. On-going day-to-day activities include establishing and maintaining a unified and coordinated operational structure and processes that appropriately integrates all critical stakeholders and supports the execution of core capabilities. Funding will be used for .25 FTE (\$16,000), communications equipment and replacement repeater equipment (\$13,276). The desired outcome is the county, and by extension the Region, is better able to prepare for, respond to, and recover from terrorism or all-hazard events.</p>	

EXHIBIT "B"
BUDGET

FFY18 Homeland Security Grant Program Budget Summary

**County: Pend
Oreille**

Contract #: GSEM-1817

Category	Planning Current	Organization Current	Equipment Current	Exercise Current	Training Current
Salaries & Benefits	\$16,000				\$8,000
Overtime					
Consultant/ Sub-Contracting					
Goods & Services					
Travel & Per Diem					
Equipment			\$13,276		\$4,888
Total	\$16,000		\$13,276		\$12,888

Budget Notes

-
- All funding for the Categories, Items or Projects listed above must be expended no later than **12/31/2020**. **Final Reimbursement request for all expenses under this award must be received by Spokane County's Representative no later than 01/10/2021.**