

CITY OF RITZVILLE
CITY COUNCIL AGENDA
March 3, 2026

1. CALL COUNCIL TO ORDER 7:00pm

2. PLEDGE OF ALLEGIANCE

3. ACCEPTANCE OF THE CONSENT AGENDA

4. PUBLIC REQUESTS AND COMMENTS

5. ACTION AGENDA

A. 1st Avenue Improvements: Division St. to Palouse-Pay Estimate #3 – Closeout

B. Donation and Memorial Policy-Resolution No. 2026-01

C. Department of Natural Resources Community Forestry Grant Agreement

6. DISCUSSION AGENDA

A. HB 2015 Public Safety Funding

7. CORRESPONDENCE

A. Department of Revenue Retirement Systems Compliance Review Report and City Petition

8. REPORTS

A. Mayor

B. City Council Committees

C. City Attorney

D. Public Works

E. Police

F. Fire

G. Clerk-Treasurer

H. Community Development

9. EXECUTIVE SESSION

RCW 42.301.110(i)

(i) ...to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

(iii) Litigation or legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency;...

10. ADJOURNMENT

Call Information

1-253-215-8782 United States Toll

Meeting ID: 273 377 5980

Passcode: 1930

View Meeting Online:

<https://us02web.zoom.us/j/2733775980?pwd=SU14WTVqdGJpYnVMeEYzV1pJOEFOQT09&omn=86332640251>

CONSENT AGENDA

- Acceptance of the Agenda
- Minutes:
February 3, 2026
- Approval of Payables:
\$116,805.87
- Approval of Payroll:
\$36,705.15

COUNCIL COMMITTEES

- License, Rules and Permits
- Finance and Employee Benefits
- Health and Wellness
- Public Safety
- Public Works
- Parks and Recreation
- Personnel Committee

OPENING OF COUNCIL MEETING

Mayor Yaeger opened the remote and in person council meeting at 7:00pm. The council members present were Eric Ottmar, Dennis Chamberlain, Jen Verhey, Jessica Quinn, Brooke Scheel, Ky Beck-Gmeiner, and Mike Schrag. Staff members in attendance were Clerk-Treasurer Julie Flyckt, Deputy Clerk Treasurer II Michelle Asmussen (remote), Public Works Director Dave Breazeale, Chief of Police Mike Suniga, and Community Development Director Tom Reese. City Fire Chief Joel Bell and City Attorney John Kragt were excused. Also present were Linda Schrag, Brian Bothun, Rick from the Cheney Free Press, and Rod Larse.

ACCEPTANCE OF THE CONSENT AGENDA

Mayor Yaeger asked if there were any corrections or additions to the consent agenda. Council Member Mike Schrag made a motion to accept the consent agenda as presented for February 3rd, 2026, with payables in the amount of \$128,371.63, and total payroll in the amount of \$131,341.41 which includes the 2025 correction amount of \$3,894.16 and the total January payroll of \$127,447.25. Council Member Dennis Chamberlain seconded the motion. Motion passed 7-0.

PUBLIC REQUESTS AND COMMENTS-Mayor Yaeger asked if there was anyone from the public who would like to comment. With no comments, he moved on.

ACTION AGENDA

- A. **Public Works Street Signs-Newman Signs**- Dave Breazeale reported this is just part of the Wayfinding plan that the city has been working on for the last several years. The signs are listed on the bid but today it was pointed out that Par and Fairway are not included so it will increase by about \$100. The blue signs with white lettering can be seen on 6th Ave, as they have been updated. Council Member Brooke Scheel made a motion to approve the purchase of the signs up to \$11,000 with the addition of the missing signs, as presented, from Newman signs. Council Member Jen Verhey seconded the motion. Motion passed 7-0.
- B. **Periodic Update Contract-SCJ Alliance**-Community Development Director Tom Reese stated the agreement from SCJ is for the state required growth management act periodic update for the comprehensive plan. Since the city is only a partial planning city under growth management, there are a couple critical areas, and a housing component and natural resource land sections that need to be updated. The funding is 100% grant funded by the state with direct reimbursement. Council Member Brooke Scheel made a motion to approve the agreement for professional services between SCJ, and the City of Ritzville as presented. Council Member Jen Verhey seconded the motion. Motion passed 7-0.
- C. **Heart & Soul Program Letter of Support**-Community Development Director Tom Reese reported the draft letter is to show support from the city to move the Community Heart & Soul Program forward. It is a grant program that is facilitated by the Innovia Foundation for a national program that is awarded \$10,000 from national then they put in \$10,000 each over two years for \$30,000 total, plus the \$5,000 local match each of two years. Innovia is looking for the city to be the fiscal agent in receiving the funds. We will receive the disbursement of those grant funds over the next two years to execute the program. Reese will work with the mayor and Clerk Treasurer Julie Flyckt on setting up those budget line items to receive those funds and then disburse. Council Member Brooke Scheel made a motion to approve the Memorandum of Support for the Community Heart and Soul Project as written. Council Member Dennis Chamberlain seconded the motion. Motion passed 6-0. (Council Member Mike Schrag was absent for the vote).

- D. 2026 Golf Course Restaurant Lease**-Mayor Yaeger stated the lease is now for seven months instead of ten months like last year. The committee requested to collect the same amount of rental income in seven months as the city collected in ten months last year. Council Member Dennis Chamberlain suggested there should be something in the contract giving the lessee the option to stay open longer than the 7-month period if they choose to. Council Member Brooke Scheel made a motion to approve the lease for the City Golf Course Clubhouse Restaurant between the City of Ritzville and Porky's Clubhouse Grill with the changes as presented for 2026. Council Member Dennis Chamberlain seconded the motion. Motion passed 7-0.
- E. Mosquito Board Appointment-Dustin Killian**-Mayor Yaeger stated in the packet was an email from David with Adams County Mosquito Control Board letting council know Dustin Killian's two-year term expires in March of this year, and he is willing to serve another two-year term if approved by the City Council. Council Member Brooke Scheel made a motion to approve Dustin Killian to serve another two-year term on the Mosquito Board. Council Member Dennis Chamberlain seconded the motion. Motion passed 6-0. (Council Member Mike Schrag was absent from the vote).

DISCUSSION AGENDA

- A. Innovia Community Grant Application**-Community Development Director Tom Reese stated requesting approval on submitting the Community Grants application titled Ritzville Community Placemaking and Belonging Initiative Grant. The application goes towards the priorities Innovia lists as a foundation of community wellbeing, arts & culture, economic thriving, along with several other categories. This application is in addition to the other parks improvement program applications: visitor impact grant application and Department of Natural Resources application. The combined funding will support comprehensively looking at out civic spaces, public landscape areas, gathering places, priority landscape areas like gateways and some of the downtown areas. As a consensus, the council agreed to move forward submitting the grant application for the Ritzville Community Placemaking and Belonging project.

CORRESPONDENCE

MAYOR UPDATES-Mayor Scott Yaeger stated he is working on getting the procurement policy finished. There is one piece on purchasing that he is researching as he wants to make sure the language is correct. He will be out of town for a conference next week.

COUNCIL COMMITTEE UPDATES:

- **License, Rules, and Permits**-Council Member Dennis Chamberlain stated the committee met and reviewed edits and the council's concerns regarding the Traffic Impact Fee. Mayor Yaeger stated he and Tom Reese have a meeting with Ardurra on Thursday afternoon to review the memo and chart.
- **Finance and Employee Benefits**-Council Member Mike Schrag stated everything was already discussed.
- **Health and Wellness**-Council Member Jessica Quinn stated they are meeting on Friday at 3:00pm.
- **Public Safety**-The committee had a chance to look over the new police vehicle.
- **Public Works**-No report.
- **Parks and Recreation**-No report.

- **Personnel Committee**-Mayor Yaeger reported the committee met last week and went over the job description for the Sergeant Position. There was a lot of good conversation and feedback from the committee. Mayor Yaeger and Police Chief Suniga are meeting tomorrow at 4:00 to address those concerns. The personnel committee will meet again next Monday.

DEPARTMENT UPDATES

- A. City Attorney**-Attorney John Kragt excused.
- B. Public Works**-Director Dave Breazeale reported the new blinking stop signs are up on Division and 1st. When Breazeale was talking to Gonzalez on that installation, they were telling him about a pre-fab roundabout they are putting in over in Moses Lake. There is no concrete or asphalt, it is made of rubber. Breazeale is going to go to the pre-con and see what that is all about. The crew started working on the gazebo today.
- C. Police Department**-Police Chief Mike Suniga reported the officers went to Ephrata for training. The cameras will be installed next week, and he is working on quotes for HVAC updates for one of the older HVAC systems. There is a grant opportunity to get Live Scan, and a couple other items. There is \$11,000 left in the Wellness Grant after purchasing the Nap Pod and the state is asking us what we will spend it on. The police department is working on the National Night Out which is the first Tuesday in August. With the grant from Big Bend Electric, they may rent out the bowling alley for three hours and pay for the pizza and bowling. Chief Suniga has also talked to Columbia Bank about renting the movie theatre and having a movie night then blocking off downtown to have an area where the kids can see the fire trucks and police cars. It is anticipated Officer Wardlaw will be out on the road by himself by April.
- D. Fire**-Chief Joel Bell excused.
- E. Clerk-Treasurer**-Clerk-Treasurer Julie Flyckt reported the city received a partial refund in the amount of \$27,760, for insurance through CIAW. There were some changes that we made towards the end of the year that were not reflected in the prior invoice. The auditors will be onsite Thursday to do utility bill testing, and they spent a lot of time here last week. The dog tag renewal ad will be running throughout the whole month of February in the Newspaper, and it is posted on the website, and Facebook to remind people the tag renewal is due by the end of the month. Deputy Clerk II Michelle Asmussen and Flyckt will be at Springbrook training next Wednesday and Thursday in Spokane.
- F. Community Development**-Community Development Director Tom Reese stated he will be working on the Innovia grant, and the Grainery District's development and the boundary line agreements. He is also working with the library on repairs and reviewing the draft SS4A report. There will be a big announcement about a new business going into the old Starbucks building.

ADJOURNMENT-With no further comments or business to come before the council, Mayor Yaeger adjourned the remote and in person meeting at 8:00pm.

Michelle Asmussen, Deputy Clerk-Treasurer II



RESOLUTION NO. 2026-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RITZVILLE ADOPTING
A DONATION AND MEMORIAL POLICY**

WHEREAS, the City of Ritzville and its City Council recognize the importance of clear policies and guidelines for financial management; and,

WHEREAS, donation and memorial policies have been developed by the City of Ritzville, City Tree Board, and City Council to guide the acceptance, use, recognition, and management of donations made to the City; and,

WHEREAS, under RCW 35.21.100, Washington cities may accept money or property for municipal purposes and may carry out lawful terms of such donations; and,

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Ritzville, Washington hereby adopts the Donation and Memorial Policy as attached hereto as follows:

Section 1. Adoption of the Donation and Memorial Policy.

The Donation and Memorial Policy attached hereto and incorporated by reference is hereby adopted and approved in full.

Section 2. Effective Date.

This Resolution shall take effect March 3, 2026.

Section 3. Implementation.

The Mayor and Clerk-Treasurer are hereby authorized and directed to take all actions necessary to implement and enforce this policy.

PASSED by majority vote of the City Council of the City of Ritzville this 3rd day of March, 2026.

Scott Yaeger, Mayor

ATTEST:

Julie Flyckt, Clerk-Treasurer

CITY OF RITZVILLE

DONATION AND MEMORIAL POLICY

I. PURPOSE

This policy provides guidance for the acceptance, use, recognition, and management of donations made to the City of Ritzville. These include monetary contributions, physical items, or services donated by individuals, organizations, and businesses. The policy aims to honor donor intent while preserving the character, purpose, and operations of public spaces and services.

II. LEGAL AUTHORITY

Under RCW 35.21.100, Washington cities may accept money or property for municipal purposes and may carry out any lawful terms of such donations.

III. SCOPE

This policy applies to:

- Unrestricted and restricted monetary donations
- In-kind donations such as equipment, landscaping, and public amenities
- Memorial donations such as trees, benches, and plaques
- Bequests, endowments, or large philanthropic gifts

It does not apply to grants from public agencies or procurement of contracted goods or services.

IV. ACCEPTANCE GUIDELINES

1. General Donations

- Donations under \$10,000 may be accepted by the mayor or their designee.
- Donations of \$10,000 or more, or those with restrictions, must be approved by the City Council.
- Donations will be evaluated based on public benefit, long-term costs, and alignment with city plans.

2. Restricted Donations

- Donations with conditions must be legally permissible and not create a burden on operations.
- The City may decline any donation that is not compatible with its mission, budget, or site plans.

3. Large or Legacy Donations

- Donations over \$25,000, or donations intended to support multi-year programs, endowments, or legacy efforts, may be administered through Innovia Foundation or another qualified charitable foundation in partnership with the City.

- Donors seeking tax benefits, fund permanence, or investment returns may work directly with Innovia to establish named funds benefiting the City of Ritzville.

V. TYPES OF DONATIONS

1. Monetary Gifts

- May be designated for parks, law enforcement, beautification, youth programs, infrastructure, or general use.

2. Physical Items / In-Kind Gifts

- May include trees, benches, picnic tables, public art, signage, or landscaping features.

- Donated items must meet City standards for quality, durability, and aesthetics and be approved by the City prior to install.

3. Memorial Donations

- Include trees, benches, plaques, and beautification elements in honor of individuals.

- Location and installation are subject to approval by Public Works and the applicable council committee.

- The City will maintain donated items for a minimum of 5 years

4. Beautification / Park Amenities

- Donations of amenities must complement existing infrastructure and require prior design review and approval.

VI. PROCESS FOR MAKING A DONATION

1. Submit a Donation Request Form or letter of intent.

2. City staff consult mayor, relevant department heads and council committees.

3. Evaluate for cost, compatibility, legal constraints, and maintenance impact.

4. For approved donations, a Donation Agreement is signed, and implementation is scheduled.

5. For large donations, donors may be referred to Innovia Foundation for fund setup and management.

VII. SIGNAGE & RECOGNITION

Plaques may be allowed on benches or in designated areas and will be ordered and placed by the City per City design specifications.

Donor names may be recognized in City reports or online.

VIII. MAINTENANCE, REMOVAL & RELOCATION

All donations become City property upon installation or transfer.

Items may be removed or relocated after 5 years, or earlier due to vandalism, deterioration, or redevelopment.

Tree replacements are discretionary.

IX. RECORDKEEPING & TRANSPARENCY

Donations will be logged by the City Clerk/Finance Department.

Annual reports summarizing major gifts will be submitted to Council.

The City will comply with all public disclosure and audit requirements.

X. TAX INFORMATION

Donations may be tax-deductible. Donors should consult with a tax advisor.

The City does not provide appraisals or valuation for donated items.

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Adopted per Resolution 2026-01 on March 3, 2026.



CITY OF RITZVILLE
STAFF REPORT – CITY COUNCIL AGENDA ITEM

To: Mayor and City Council
From: Tom Reese, Community Development Director
Date: March 3, 2026
Subject: Authorization to Execute DNR Urban & Community Forestry Subaward Agreement No. 93-110335

Recommendation

Approve and authorize the Mayor to execute the Washington State Department of Natural Resources (DNR) Subaward Agreement No. 93-110335 for grant funding in the amount of \$346,000 to support development of the City's Urban Forest Management Program.

Council action requested: Motion to approve execution of Subaward Agreement No. 93-110335 and authorize the Mayor to sign all related documents.

Background

The City of Ritzville has been selected as a recipient of a competitive grant through the Washington State Department of Natural Resources Urban and Community Forestry Program funded by the USDA Forest Service. The grant is intended to assist communities in developing forestry planning tools, policies, and public engagement activities that improve management and stewardship of trees located in parks, public spaces, and rights-of-way.

Project Scope

Grant funds will support the City in retaining a qualified consultant to:

- Review and update community forestry policies, plans, and manuals
- Develop a comprehensive Urban Forest Management Plan
- Conduct an assessment of existing vegetation conditions
- Provide staff and community training and education related to stewardship

Projects must occur on public property or locations open to public access, and funds may not be used for routine maintenance or operational costs.

Funding Summary

- Total Grant Award: \$346,000
- Match Requirement: None
- Indirect Cost Rate: 10% (approx. \$31,455)
- Performance Period: Execution through January 30, 2028

Funds are reimbursable and paid upon completion of approved deliverables and submission of invoices and required reports.

Strategic Value

This grant directly advances Council priorities related to:

- Community beautification and placemaking
- Environmental sustainability and climate resilience
- Long-term infrastructure and asset management
- Leveraging external funding to reduce local costs

The award provides an exciting opportunity to build a professional-grade urban forestry and public realm beautification program without requiring local match funding. Additionally, this grant directly complements and strengthens the City's broader funding strategy for community enhancement and quality-of-life investments.

The DNR Urban and Community Forestry award provides technical planning, policy development, and data analysis for Ritzville's urban forest system, which establishes the foundational framework needed to guide capital improvements funded through the Visitor Impact Funds Park Improvement and Beautification Grant and the recently submitted Innovia Placemaking and Belonging Grant.

Together, these initiatives create a coordinated implementation pipeline: the DNR grant supports planning, assessment, and program development, while the Visitor Impact and Innovia grants focus on physical improvements, community activation, and placemaking outcomes. This layered approach ensures that near-term beautification projects are informed by long-range management strategies, leverages multiple external funding sources, and demonstrates the City's commitment to strategic, data-driven investment in public spaces, environmental stewardship, and community vitality.

Fiscal Impact

No General Fund match is required. Staff time for grant administration will be absorbed within existing departmental budgets.



WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES

SUBAWARD AGREEMENT

This is a subaward of federal funds. Subrecipients are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400.

The Washington State Department of Natural Resources (Agency/DNR) is the pass-through entity. This subaward is not being made for the purposes of Research and Development (R&D).

DNR FUNDING INFORMATION	
Program Index: 244 Project Code: GSA	Competitive Grant <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Request for Application (RFA) #: DNR 24-16

SUBRECIPIENT INFORMATION		
City of Ritzville 216 E Main Ave Ritzville, WA 99169 Phone: 509-659-1930 FAX: 509-659-0253 Email: tom.reese@ritzville-wa.us		
WA State UBI Number 015-000-038	Statewide Vendor Number SWV0034723	Taxpayer Identification Number/FEIN 91-600-1272
Unique Entity Identifier M7JDF2856794	Total amount of federal funds obligated to the subrecipient by DNR \$346,000	

SUBAWARD INFORMATION		
Subaward Number 93-110335	Amount obligated to this agreement \$346,000	Period of Performance Date of execution through January 30, 2028
Match Required <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		Indirect Rate 10% (\$31,455)

FEDERAL AWARD INFORMATION	
Assistance Listing 10.727	Federal Awarding Agency USDA, Forest Service
Federal Award Identification Number 23-DG-11062765-080	Federal Award Name Washington Urban and Community Forestry Inflation Reduction Law State Funding
Federal award project description The purpose of this subaward is to assist SUBRECIPIENT hire a subcontractor to review, develop and deliver updates to community forestry policies, plans and manuals, including the development of an urban forest management plan. The project will include an assessment of existing vegetation to inform and guide management actions, along with training and education for city staff and community members to support stewardship and engagement.	

This Subaward Agreement is made and entered into by and between the State of Washington, Department of Natural Resources, hereinafter referred to as "DNR", and City of Ritzville, hereinafter referred to as "SUBRECIPIENT".

1. PURPOSE

The intent of the program is to assist communities in developing urban forest planning, programming tools, and activities that may not otherwise receive local funding. Projects are to improve management, care, and public engagement with trees growing in parks, natural areas, and along public rights-of-way. These projects address social and environmental disparities in Washington communities by investing in community-identified urban forestry needs advancing environmental, social, or public health outcomes.

The purpose of this subaward is to assist SUBRECIPIENT hire a subcontractor to review, develop and deliver updates to community forestry policies, plans and manuals, including the development of an urban forest management plan. The project will include an assessment of existing vegetation to inform and guide management actions, along with training and education for city staff and community members to support stewardship and engagement.

SCOPE OF WORK

- A. Exhibit A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing work to be performed under this subaward, the nature of the working relationship between DNR and SUBRECIPIENT, and specific obligations of both parties.
- B. Exhibit B, attached hereto and incorporated by reference, contains the *Federal Subaward Terms and Conditions* governing work to be performed under this subaward, and specific subrecipient obligations.
- C. The scope of work/deliverables for this agreement will be produced by SUBRECIPIENT using the Project Work Plan and Budget Template, attached hereto as Exhibit C and incorporated by reference. The Project Work Plan and Budget shall be agreed by the Parties prior to the start of any work, as reflected by the signatures of their respective Project Managers. SUBRECIPIENT will provide services and staff and otherwise do all things necessary for or incidental to the performance of work.

The Project Work Plan and Budget may be amended, as necessary and agreed by the Parties, to account for changes in project details and/or budget using an amended Project Work Plan and Budget.

Projects must be located on public property or be open to public access. Subaward funds may not be used to meet ordinary maintenance and operating expenses.

- D. SUBRECIPIENT shall include as deliverables the following written reports:
 - Interim Reports (Twice yearly through the period of performance by the following dates: July 1 and January 1). An interim report is also required with each invoice.

- A completed Trees at Work (TAW) DNR Subrecipient Report to accompany every invoice submission. Report templates will be provided by the DNR Project Manager.
- Final Report (with final invoice)

TAW, Interim, and Final Report templates will be provided by the DNR Project Manager.

E. With the Final Report, SUBRECIPIENT will provide as a deliverable a 400 to 500-word article telling the story of the project, including references to DNR, local project partners, location, purpose, and outcomes, as well as two high quality images. This requirement may be substituted with approval of the DNR Project Manager.

2. PERIOD OF PERFORMANCE

The period of performance under this subaward will be from the date of execution through January 30, 2028, unless terminated sooner as provided herein.

3. AWARD

The total award payable to SUBRECIPIENT for satisfactory performance of the work under this subaward shall not exceed Three Hundred Forty-Six Thousand Dollars (\$346,000). SUBRECIPIENT's compensation shall be based on the details set out in the Project Work Plan and Budget.

Expenses

SUBRECIPIENT shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by DNR as reimbursable. The maximum amount to be paid to the SUBRECIPIENT for authorized expenses shall not exceed Seventy-One Thousand Four Hundred Dollars (\$71,400), which amount is included in the subaward total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. SUBRECIPIENT shall receive compensation for travel expenses at current state travel reimbursement rates. Expenses related to travel will be reimbursed as follows:

- Meals = @ per diem, broken down per meal (do not provide receipt, meals will be paid at the current state per diem rate, not actual costs)
- Car Rental = @ actual (attach receipt)
- Gas for Car Rental = @ actual (attach receipt)
- Hotel = @ actual but no more than @state allowed lodging rates (attach receipt)
- Personal vehicle mileage = @ state allowed mileage rate (no receipt needed)

Unallowable Costs

Payments made for costs determined to be unallowable by either the federal agency, or DNR, either as direct or indirect costs, must be refunded (including interest) to the federal government in accordance with instructions from the federal agency that determined the costs are unallowable unless federal statute or regulation directs otherwise.

Treatment of Subrecipient Assets, Equipment

SUBRECIPIENT shall comply with the Exhibit A, 46. TREATMENT OF ASSETS, as well as the following:

1. SUBRECIPIENT shall obtain prior written approval by DNR when purchasing property if the cost is to be reimbursed as a direct item of cost under this subaward. This approval may be accomplished by inclusion in the agreed Project Work Plan and Budget.
2. Disposition of Assets shall be treated in accordance with the requirement of 2 CFR 200.

Federal funding under this award is not available for reimbursement of SUBRECIPIENT's purchase of equipment.

4. AUDIT REQUIREMENT

A SUBRECIPIENT with a total of \$1,000,000 or more in federal expenditures during its fiscal year (either received directly from the federal government, indirectly from a pass-through entity, or a combination of both) must have a federal single audit conducted for that year in compliance with 2 CFR 200 Subpart F (as updated). SUBRECIPIENT must provide a copy of the final audit report to DNR within nine (9) months of the end of its fiscal year, unless a longer period is agreed to in advance by the Federal agency identified in this section.

A SUBRECIPIENT that expends less than \$1,000,000 during its fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in 2 CFR 200.503, but records must be available for review or audit by appropriate officials of the federal agency, DNR, and Government Accountability Office (GAO).

DNR may suspend all reimbursements if SUBRECIPIENT fails to timely provide a single Federal audit; further DNR reserves the right to suspend any and all Agreement(s) with SUBRECIPIENT if such noncompliance is not promptly cured.

5. FUNDING ACKNOWLEDGEMENT

SUBRECIPIENT shall acknowledge DNR and USDA Forest Service support in any publications, audiovisuals, electronic media, printed materials, signs, and other products developed as a result of this subaward. Materials must be reviewed by DNR prior to publishing; follow direction in USDA Supplemental 2 CFR 415.2. All projects must include an acknowledgement of funding sources, and may be recognized as follows:

"Funding for this project provided by the USDA Forest Service, Urban and Community Forestry Program in partnership with State of Washington Department of Natural Resources, Urban and Community Forestry Program."

SUBRECIPIENT must include the federal nondiscrimination statement in materials and products developed. See Exhibit B – Federal Subaward Terms and Conditions.

Appropriate agency logos may be used in addition to the above statement and will be supplied to the SUBRECIPIENT. Use of DNR logos must be reviewed and approved by the funding agencies prior to publishing.

6. BILLING PROCEDURES

Each invoice submitted by SUBRECIPIENT to DNR shall include the information needed by DNR to determine the exact nature of all expenditures. Each invoice for this agreement will be produced by SUBRECIPIENT using the Invoice Template, attached hereto as Exhibit D and incorporated by reference, and be submitted electronically to the following website: <https://app.smartsheet.com>. SUBRECIPIENT's internal invoice format may be attached as backup documentation; however, DNR will only consider invoices which utilize Exhibit D – Invoice Template. Invoice frequency: No more than quarterly.

DNR will pay SUBRECIPIENT upon satisfactory acceptance of fully completed activities, tasks, and/or deliverables clearly identified in section 2. Scope of Work, including the Project Work Plan and Budget, and approved by the DNR Project Manager. Required reporting shall be submitted in the format described in section 2. Scope of Work.

DNR reserves the right to request backup documentation (e.g. invoices, receipts, payroll documents, subcontracts) for any and all expenses included in an invoice submitted for payment.

No payments in advance or in anticipation of services or goods to be provided under this subaward shall be made by DNR.

Payment shall be considered timely if made by DNR within 30 calendar days after receipt of properly completed invoices.

Fiscal Year Closures

Under fiscal year closing procedures, SUBRECIPIENT must submit all invoices and/or billings for services or material supplied under this Agreement through June 30, to DNR no later than July 10 of a given year.

DNR may, in its sole discretion, terminate the subaward or withhold payments claimed by SUBRECIPIENT for services rendered if SUBRECIPIENT fails to satisfactorily comply with any term or condition of this subaward.

Final payment will be withheld until satisfactory acceptance of the Final Report.

7. SUBRECIPIENT MONITORING

SUBRECIPIENT is a non-Federal entity receiving a subaward from a pass-through entity to carry out part of a federal award. SUBRECIPIENT performance will be monitored by DNR in compliance with 2 CFR 200.332.

SUBRECIPIENT will complete the following form(s): Financial Health Review (Exhibit E).

SUBRECIPIENT will participate in monitoring activities, which may include trainings, regular meetings, and in-person and/or virtual reviews of SUBRECIPIENT program operations. The results of SUBRECIPIENT monitoring may impact this subaward and may be considered in future applications for future DNR awards.

8. GRANT MANAGEMENT

The Project Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this subaward.

SUBRECIPIENT Subaward Manager Information	AGENCY Subaward Manager Information
Tom Reese City of Ritzville 216 E. Main Avenue Ritzville, WA 99169 <i>Phone:</i> 509-659-1930 <i>Email address:</i> tom.reese@ritzville-wa.us	Sajjad Alokozai Department of Natural Resources 1111 Washington Street SE Olympia, WA 98504-7013 <i>Phone:</i> 360-915-3944 <i>Email address:</i> Sajjadullah.Alokozai@dnr.wa.gov
SUBRECIPIENT Project Manager Information	AGENCY Project Manager Information
Tom Reese City of Ritzville 216 E. Main Avenue Ritzville, WA 99169 <i>Phone:</i> 509-659-1930 <i>Email address:</i> tom.reese@ritzville-wa.us	Daria Gosztyla Department of Natural Resources 1111 Washington Street SE Olympia, WA 98504-7013 <i>Phone:</i> 360-481-7399 <i>Email address:</i> Daria.Gosztyla@dnr.wa.gov

9. INSURANCE

Before using any of said rights granted herein and at its own expense, SUBRECIPIENT shall purchase and maintain, or require its agent(s)/subcontractor to purchase and maintain, the insurance described below for the entire duration of this agreement. Failure to purchase and maintain the required insurance may result in the termination of the agreement at DNR's option.

All insurance provided in compliance with this agreement shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, the State of Washington, Department of Natural Resources.

SUBRECIPIENT shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this agreement before using any of said rights granted herein. The description section of the certificate shall contain the Grant Agreement Number and the name of the DNR Project Manager. SUBRECIPIENT shall also provide renewal certificates as appropriate during the term of this agreement.

SUBRECIPIENT shall include all subcontractors and agents as insured under all required insurance policies or shall provide separate certificates of insurance for each subcontractor or agent. Failure of SUBRECIPIENT to have its subcontractors and agents comply with the insurance requirements contained herein does not limit SUBRECIPIENT's liability or responsibility.

Insurance Types & Limits: The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance: SUBRECIPIENT shall purchase and maintain commercial general liability insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must cover liability arising out of premises, operations, independent SUBRECIPIENTS, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's Liability ("Stop Gap") Insurance: SUBRECIPIENT shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: SUBRECIPIENT shall purchase and maintain business auto insurance and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." SUBRECIPIENT waives all rights of subrogation against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Industrial Insurance (Workers Compensation): SUBRECIPIENT shall comply with or provide Federal Workers Compensation insurance or coverage under Title 51 RCW by maintaining workers compensation insurance for its employees. SUBRECIPIENT waives all rights of subrogation against State for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance. SUBRECIPIENT waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this agreement.

Additional Provisions:

Additional Insured: The State of Washington, Department of Natural Resources, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.

Cancellation: DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

1. Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or nonrenewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

2. Insurers subject to Chapter 48.15 RCW (Surplus Lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Insurance Carrier Rating: All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII, or better. Any exception must be reviewed and approved by the DNR Risk Manager or the DNR Contracts Manager, in the Risk Manager's absence. If an insurer is not admitted to do business in the State of Washington, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

Self-Insurance: If SUBRECIPIENT is self-insured, evidence of its status as a self-insured entity shall be provided to State. The evidence should demonstrate that SUBRECIPIENT's self-insurance meets all of the required insurance coverage of this agreement to the satisfaction of State including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the self-insurance program of SUBRECIPIENT is inadequate, then State may require the purchase of additional commercial insurance to comply with this agreement.

Waiver: SUBRECIPIENT waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this agreement.

10. DEBARMENT OF SUBRECIPIENTS

SUBRECIPIENT shall assure that, its officers, agents, subcontractors, and consultants shall not fund, contract with, or engage the services of any consultant, subcontractor, supplier, or other party who is debarred, suspended, or otherwise ineligible to receive funds.

SUBRECIPIENT certifies that SUBRECIPIENT is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Agreement by any federal department or agency. SUBRECIPIENT shall complete Exhibit F - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form before execution of this subaward.

11. ASSURANCES

AGENCY and SUBRECIPIENT agree that all activity pursuant to this subaward will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

12. ORDER OF PRECEDENCE

Each of the exhibits listed below is by this reference hereby incorporated into this subaward. In the event of an inconsistency in this subaward, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal statutes and regulations.
2. Terms and conditions of a grant awarded to the state from the federal government, attached as Exhibit B
3. Washington State statutes and regulations.

4. Special terms and conditions as contained in this basic contract instrument.
5. Exhibit A – WA State Department of Natural Resources General Terms and Conditions.
6. Any other provision, term or material incorporated herein by reference or otherwise incorporated.

13. STATE SUBCONTRACTS

Subcontractor means not in the employment of the State of Washington, who is performing all, or part of the activities related to this agreement under a separate contract with SUBRECIPIENT responsible for the scope of work as identified within. If utilizing subcontractors to perform the scope of work, SUBRECIPIENT is required to obtain subcontractors in compliance with RCW 39.26.

14. SUBCONTRACTOR PAYMENTS REPORTING REQUIREMENTS

This contract is subject to compliance tracking using the State's business diversity management system, Access Equity (B2Gnow). Access Equity is web-based and can be accessed at the Office of Minority and Women's Business Enterprises at <https://omwbe.diversitycompliance.com/>. SUBRECIPIENT and all subcontractors shall report and confirm receipt of payments made to SUBRECIPIENT and each subcontractor through Access Equity. User guides and documentation related to SUBRECIPIENT and subcontractor access to, and use of Access Equity are available online at <https://omwbe.wa.gov/access-equity-help-center>. DNR reserves the right to withhold payments from SUBRECIPIENT for non-compliance with this section. For purposes of this section, subcontractor means any subcontractor working on the contract, at any tier and regardless of status as certified WMBE or Non-WMBE.

SUBRECIPIENT shall:

1. Register and enter all required subcontractor information into Access Equity no later than fifteen (15) days after DNR creates the Contract Record.
2. Complete the required user training (two (2) one-hour online sessions) no later than twenty (20) days after DNR creates the Contract Record.
3. Report the amount and date of all payments (i) received from the DNR, and (ii) paid to Subcontractors, no later than a date mutually agreed to by the parties, issuance of each payment made by DNR to SUBRECIPIENT, unless otherwise specified in writing by DNR, except that SUBRECIPIENT shall mark as "Final" and report the final subcontractor payments) into Access Equity no later than thirty (30) days after the final payment is due the subcontractor(s) under the contract, with all payment information entered no later than sixty (60) days after end of fiscal year.
4. Monitor contract payments and respond promptly to any requests or instructions from DNR or system-generated messages to check or provide information in Access Equity.
5. Coordinate with subcontractors, or DNR when necessary, to resolve promptly any discrepancies between reported and received payments.
6. Require each subcontractor to: (i) register in Access Equity and complete the required user training; (ii) verify the amount and date of receipt of each payment from SUBRECIPIENT or a higher tier subcontractor, if applicable, through Access Equity; (iii) report payments made to any lower tier subcontractors, if any, in the same manner as specified herein; (iv)

respond promptly to any requests or instructions from SUBRECIPIENT or system-generated messages to check or provide information in Access Equity; and (v) coordinate SUBRECIPIENT, or DNR when necessary, to resolve promptly any discrepancies between reported and received payments.

SUBRECIPIENT is obligated to complete the vendor registration in Access Equity. Access Equity is a secure online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. SUBRECIPIENTS that have previously registered with B2Gnow for any public entity, must verify the system has updated information. SUBRECIPIENTS can access the system at <https://omwbe.diversitycompliance.com/> or through a direct link on the Office of Minority and Women's Business Enterprises (OMWBE) website at: <https://omwbe.wa.gov/>.

Each month during the subaward, SUBRECIPIENT will report payments to ALL subcontractors through the Access Equity system. This monthly reporting information includes total payment in dollars made to the subcontractor, payment dates, and any additional information required to verify payment to subcontractors. SUBRECIPIENT will enter this payment information into the Access Equity system, and the subcontractors will verify this payment information in the system. Online training is available through the Access Equity/B2Gnow system. This requirement applies to both SUBRECIPIENTS and subcontractors.

In the Access Equity system, **PRIME CONTRACTOR** is defined as a SUBRECIPIENT that signs a contract with DNR, but also subcontracts a portion of the work to other businesses and manages the performance of subcontracted work.

15. SUBCONTRACTOR INCLUSION PLAN

Any SUBRECIPIENT entering into a contract shall ensure that all subcontractors complete a Subcontractor Inclusion Plan (see Exhibit G).

The State of Washington works towards providing the maximum practicable opportunity for small and diverse businesses in the performance of all State contracts. SUBRECIPIENT shall use genuine efforts to utilize race- or gender-neutral means to allow opportunities for small and diverse businesses to participate in subcontracts, where participation opportunities are present. SUBRECIPIENT shall make genuine efforts to ensure all available business enterprises, including small and diverse businesses, have equal opportunity for participation which might be presented under this Agreement. Examples of genuine efforts include, but are not limited to, the following:

1. Submit inclusion plans with genuine efforts to meet the aspirational goals on the project;
2. Engaging in targeted outreach;
3. Providing training; and
4. Using the OMWBE & DBA certified business directories to locate certified minority, women- and veteran-owned businesses, and WEBS to search for qualified small business.

SUBRECIPIENT shall include a similar provision in all subcontracts awarded for work to be performed under the contract with the State.

EXHIBIT A

WA STATE DEPARTMENT OF NATURAL RESOURCES GENERAL TERMS AND CONDITIONS

1. ACCESS TO DATA

The Subrecipient shall provide access to data generated under this subaward to the Agency, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Subrecipient's reports, including computer models and methodology for those models.

2. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this subaward shall be made by the Agency.

3. AMENDMENTS

This subaward may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 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 telecommunications.

5. ANTITRUST

The Subrecipient hereby assigns to Agency any and all of its claims for price fixing or overcharges, which arise under federal or state law relating to the goods, products, or services purchased under this subaward.

6. ASSIGNMENT

Neither this subaward, nor any claim arising under this subaward, shall be transferred or assigned by the Subrecipient without prior written consent of the Agency.

Subrecipient may not assign its rights under this Subaward without Department of Natural Resources (DNR) prior written consent and DNR may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Subrecipient provides written notice to DNR within thirty (30) calendar days, Subrecipient may assign its rights under this Subaward in full to any parent, subsidiary, or affiliate of the Subrecipient that controls or is controlled by or under common control with the Subrecipient, is merged or consolidated with the Subrecipient, or purchases a majority or controlling interest in the ownership or assets of the Subrecipient. Unless otherwise agreed, the Subrecipient guarantees prompt performance of all obligations under this Subaward notwithstanding any prior assignment of its rights.

7. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce subaward terms, each party agrees to bear its own attorney fees and costs.

8. COMPLIANCE WITH APPLICABLE LAW

At all times during the term of the subaward, the Subrecipient shall comply with all applicable laws.

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The Subrecipient shall not use or disclose any information concerning the Agency, or information that may be classified as confidential, for any purpose not directly connected with the administration of this subaward, except with prior written consent of the Agency, or as may be required by law.

10. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Agency may, in its sole discretion, by written notice to the Subrecipient terminate this subaward if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Subrecipient in the procurement of, or performance under this subaward.

In the event this subaward is terminated as provided above, the Agency shall be entitled to pursue the same remedies against the Subrecipient as it could pursue in the event of a breach of the subaward by the Subrecipient. The rights and remedies of the Agency provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this subaward.

11. COPYRIGHT PROVISIONS

Unless otherwise provided, all materials produced under this subaward shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Agency. The Agency shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, Subrecipient hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the Agency effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the subaward, but that incorporate pre-existing materials not produced under the subaward, Subrecipient hereby grants to the Agency a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Subrecipient warrants and represents that Subrecipient has all rights and permissions, including intellectual

property rights, moral rights and rights of publicity, necessary to grant such a license to the Agency.

The Subrecipient shall exert all reasonable effort to advise the Agency, at the time of delivery of materials furnished under this subaward, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this subaward.

The Agency shall receive prompt written notice of each notice or claim of infringement received by the Subrecipient with respect to any data delivered under this subaward. The Agency shall have the right to modify or remove any restrictive markings placed upon the data by the Subrecipient.

12. COVENANT AGAINST CONTINGENT FEES

The Subrecipient warrants that no person or selling Agent has been employed or retained to solicit or secure this subaward upon a subaward or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established Agents maintained by the Subrecipient for securing business.

The Agency shall have the right, in the event of breach of this clause by the Subrecipient, to annul this subaward without liability or, in its discretion, to deduct from the subaward price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

13. DEFAULT

Subrecipient shall be in default if it is in material breach of any term or condition of the subaward. The time of default shall begin when the material breach occurs or after any applicable opportunity to cure period lapses, whichever is later.

14. DELIVERY, INSPECTION, REJECTION, CURE:

1. **TIME OF THE ESSENCE:** Time is of the essence in the performance of the subaward.
2. **SHIPPING & RISK OF LOSS.** All goods subject to the Subaward shall be shipped F.O.B. destination. Risk of loss of the goods shall pass to the Agency at the time the goods are accepted by the Agency.
3. **INSPECTION:** The Agency's inspection of all goods upon delivery is for the sole purpose of identification. Such inspection shall not be construed as acceptance of the goods.
4. **REJECTION:** The Agency may reject any nonconforming Deliverables by reasonably notifying the Subrecipient in writing.
5. **OPPORTUNITY TO CURE:** Subrecipient shall have the right to cure the materiality of any breach prior to the time for performance under the Subaward. This right to cure terminates upon the time for performance.

15. DEFINITIONS

Definitions for the purposes of this subaward include:

AGENCY – any state office or activity of the executive and judicial branches of state government, including state agencies, departments, offices, divisions, boards, commissions,

institutions of higher education as defined in RCW 28B.10.016, and correctional and other types of institutions.

AGENT – Personnel authorized to act on behalf of the Agency for matters contained within.

BUSINESS DAYS – Monday through Friday, 8AM to 5PM, Pacific Standard Time, or, Pacific Daylight Time, Olympia, Washington, USA.

CALENDAR DAY – Midnight to midnight, any day of the week.

CFR - Code of Federal Regulations. All references in this subaward to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <https://www.ecfr.gov/>

DEBARMENT – An action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

DNR – Washington State Department of Natural Resources, an Agency of the State of Washington, and any division, section, office, unit or other entity of, or any of the officers or other officials lawfully representing the department.

EQUIPMENT – Products or materials having a fair market value of \$5,000 or more per unit and a useful life of over one year.

GOODS – Products, materials, supplies, or equipment provided by a Subrecipient

PURCHASE – The acquisition of goods or services, including the leasing or renting of goods.

RCW – Revised Code of Washington. All references in this subaward to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/RCW/>.

SERVICES – Labor, work, analysis, or similar activities provided by a Subrecipient to accomplish a specific scope of work.

SUBAWARD – An agreement between DNR and Subrecipient that includes terms and conditions, all appendices, and exhibits, associated Statements of Work (e.g. Subaward), and all amendments awarded.

SUBCONTRACTOR – One not in the employment of the Subrecipient, who is performing all or part of the business activities related to this subaward under a separate contract with the Subrecipient. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.

SUBRECIPIENT – A non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

Characteristics indicative of a federal award received by a SUBRECIPIENT are when the organization:

1. Determines who is eligible to receive what federal financial assistance;
2. Has its performance measured against whether the objectives of the federal program are met;
3. Has responsibility for programmatic decision making;
4. Has responsibility for adherence to applicable federal program compliance requirements;
5. Uses the federal funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity;
6. Operates on the basis of allowable costs no payment above cost is allowed; and
7. May be required to match or share costs of the program.

USEFUL LIFE - Useful service life as based upon the United States Department of Treasury, Internal Revenue Service, policies on depreciation for tax purposes, unless SUBRECIPIENT or subcontractor documents in writing some different period that the DNR agrees to in writing.

VENDOR – Individual, firm, organization, company or other entity offering products and/or services.

WORKING DAYS – Midnight to midnight, Monday through Friday, excluding weekends and state legal holidays.

16. DISALLOWED COSTS

The Subrecipient is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

17. DISPUTES

Except as otherwise provided in this subaward, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Agent.

1. The request for a dispute hearing must:
 - Be in writing;
 - State the disputed issue(s);
 - State the relative positions of the parties;
 - State the Subrecipient's name, address, and agreement number; and
 - Be mailed to the Agent and the other party's (respondent's) subaward manager within three (3) working days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the Agent and the requester within five 5 working days.
3. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this subaward shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

18. DUPLICATE PAYMENT

The Agency shall not pay the Subrecipient, if the Subrecipient has charged or will charge the State of Washington or any other party under any other subaward or agreement, for the same goods delivered or services rendered.

19. ENVIRONMENTAL CONSIDERATIONS

Environmental considerations do not apply to this subaward.

20. EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS

MANDATORY INDIVIDUAL ARBITRATION. If Bidder returned Contractor Certification – Executive Order 18-03 Worker’s Rights, and Subrecipient represents and warrants, as previously certified in Subrecipient’s bid, quotation and/or proposal submission, that Subrecipient does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Subrecipient further represents and warrants that, during the term of this subaward, Subrecipient shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

21. FUNDING SOURCE

At all times during the course of this subaward, the Subrecipient must comply with applicable laws, rules, policy and regulations required by the source of funding for the subaward. If this subaward is funded by a grant, the terms and conditions required by the granting entity are attached as Exhibit B.

22. GOVERNING LAW

This subaward shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

23. HARASSMENT

Per RCW 43.01.135, Sexual harassment in the workplace, Agency contractors hereby have access to DNR Policy PO01-052 Sexual Harassment:

https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf.

DNR’s Policy PO01-051 Safe and Respectful Workplace, linked below, outlines DNR’s commitment and the expectations for

contractors: www.dnr.wa.gov/publications/em_safe_respectful_workplace_policy.pdf.

DNR’s Policy PO01-037 Harassment Prevention outlines DNR’s commitment and the expectations for

contractors: www.dnr.wa.gov/publications/em_harassment_prevention_policy_037.pdf.

24. INDEMNIFICATION

To the fullest extent permitted by law, Subrecipient shall indemnify, defend, and hold harmless the State, agencies of State and all officials, Agents and employees of the State, from and against all claims for injuries or death arising out of or resulting from the performance of the subaward.

“Claim,” as used in this subaward, means any financial loss, claim, suit, action, damage, or

expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

Subrecipient's obligations to indemnify, defend, and hold harmless includes any claim by Subrecipients' Agents, employees, representatives, or any Subcontractor or its employees.

Subrecipient expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incidental to Subrecipient's or any Subcontractor's performance or failure to perform the contract. Subrecipient's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its Agents, agencies, employees and officials.

Subrecipient waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, Agents or employees.

25. INDEPENDENT CAPACITY OF THE SUBRECIPIENT

The parties intend that an independent Subrecipient relationship will be created by this subaward. The Subrecipient and his or her employees or Agents performing under this subaward are not employees or Agents of the Agency. The Subrecipient will not hold himself/herself out as or claim to be an officer or employee of the Agency or of the State of Washington by reason hereof, nor will the Subrecipient make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the Subrecipient.

26. INDUSTRIAL INSURANCE COVERAGE

The Subrecipient shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Subrecipient fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, Agency may collect from the Subrecipient the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Subrecipient to the accident fund from the amount payable to the Subrecipient by the Agency under this subaward and transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Subrecipient.

27. INTERGRATION

The subaward contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of the subaward shall be deemed to exist or to bind any of the parties hereto.

28. LICENSING, ACCREDITATION AND REGISTRATION

The Subrecipient shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards necessary for the performance of this subaward.

29. LIMITATION OF AUTHORITY

Only the Agent or Agent's 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 subaward. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this subaward is not effective or binding unless made in writing and signed by the Agent.

30. NONDISCRIMINATION

During the performance of this subaward, the Subrecipient shall comply with all federal and state nondiscrimination laws, regulations, and policies.

31. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

- a. Nondiscrimination Requirement. During the term of this Contract, Subrecipient, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Subrecipient, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Subrecipient, or subcontractor, has a collective bargaining or other agreement.
- b. Obligation to Cooperate. Subrecipient, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Subrecipient, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- c. Default. Notwithstanding any provision to the contrary, DNR may suspend Subrecipient, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until DNR receives notification that Subrecipient, including any subcontractor, is cooperating with the investigating state agency. In the event Subrecipient, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), DNR may terminate this Contract in whole or in part, and CONTRACTOR, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Subrecipient or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Subrecipient, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. DNR shall have the right to deduct from any monies due to Subrecipient or subcontractor, or that thereafter become due, an amount for damages Subrecipient or subcontractor will owe DNR for default under this provision.

32. PRIVACY

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this subaward shall be protected against unauthorized use, disclosure, modification or loss. Subrecipient shall ensure its directors, officers, employees, Subcontractors or Agents use personal information solely for the purposes of accomplishing the delivery of goods or rendering of services as set forth herein. 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 Agency or as otherwise required by law.

Any breach of this provision may result in termination of the subaward and the demand for return of all personal information. The Subrecipient agrees to indemnify and hold harmless the Agency for any damages related to the Subrecipient's unauthorized use of personal information.

33. PUBLICITY

The Subrecipient agrees to submit to the Agency all advertising and publicity matters relating to this subaward wherein the Agency's name is mentioned, or language used from which the connection of the Agency's name may, in the Agency'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 Agency.

34. RECORDS MAINTENANCE

The Subrecipient shall maintain books, records, documents, data and other evidence relating to this subaward and performance of services rendered and/or delivery of goods as described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this subaward.

Subrecipient shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the subaward, shall be subject at all reasonable times to inspection, review or audit by the Agency, personnel duly authorized by the Agency, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or subaward.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

35. REGISTRATION WITH DEPARTMENT OF REVENUE

The Subrecipient shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this subaward.

36. REMEDIES:

1. With respect to any nonconforming Deliverables, the Agency may elect to do one or more of the following:
 - a. **SPECIFIC PERFORMANCE:** If the Deliverables are unique, sole sourced, or otherwise deemed by the Agency to be unavailable elsewhere, the Agency may demand specific performance.
 - b. **COVER:** The Agency may obtain substitute Deliverables and charge the Subrecipient the difference between the cost of the substitute Deliverables and the contracted for price.
 - c. **PRICE REDUCTION:** The Agency may retain nonconforming Deliverables and equitably reduce the price of the subaward based on the difference between the contracted for price and the fair market value of the nonconforming Deliverables.

- d. RETURN: The Agency may return or set aside for pickup by the Subrecipient any nonconforming goods and terminate the subaward for cause.
2. The Subrecipient shall be liable for all compensatory, incidental and consequential damages caused by any breach of the subaward. At the sole option of the Agency, such damages may be recovered, in whole or in part, by price reduction or credit against any amounts that may be owed to the Subrecipient under the subaward.
3. The agency's total liability for all damages arising out of or related to the subaward shall in no event exceed the purchase price of the subaward. Furthermore, in the event of a termination of the subaward, the agency's total liability for all damages arising out of or related to the subaward shall not exceed the purchase price of goods delivered or services rendered prior to the effective date of the termination.
4. The rights and remedies provided by the subaward are cumulative and are not exclusive of any other or additional rights or remedies available at law and in equity.

37. RIGHT OF INSPECTION

The Subrecipient shall provide right of access to its facilities to the Agency, or any of its officers, or to any other authorized Agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this subaward.

38. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this subaward and prior to normal completion, the Agency may terminate the subaward under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the Agency's discretion under those new funding limitations and conditions.

39. SEVERABILITY

The provisions of this subaward are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the subaward.

40. SITE SECURITY

While on Agency premises, Subrecipient, its Agents, employees, or Subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

41. SUBCONTRACTING

Neither the Subrecipient nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this subaward without obtaining prior written approval of the Agency. In no event shall the existence of the subcontract operate to release or reduce the liability of the Subrecipient to the Agency for any breach in the performance of the Subrecipient's duties. This clause does not include subawards of employment between the Subrecipient and personnel assigned to work under this subaward.

Additionally, the Subrecipient is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this subaward are carried forward to any subcontracts. 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 Agency or as provided by law.

42. TAXES

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Subrecipient or its staff shall be the sole responsibility of the Subrecipient.

43. TERMINATION FOR CAUSE

In the event the Agency determines the Subrecipient has failed to comply with the conditions of this subaward in a timely manner, the Agency has the right to suspend or terminate this subaward. Before suspending or terminating the subaward, the Agency shall notify the Subrecipient in writing (including email) of the need to take corrective action. If corrective action is not taken within 30 calendar days, the subaward may be terminated or suspended.

In the event of termination or suspension, the Subrecipient shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original subaward and the replacement or cover subaward and all administrative costs directly related to the replacement subaward, e.g., cost of the competitive bidding, mailing, advertising and staff time.

The Agency reserves the right to suspend all or part of the subaward, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Subrecipient or a decision by the Agency to terminate the subaward. A termination shall be deemed a "Termination for Convenience" if it is determined that the Subrecipient: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the Agency provided in this subaward are not exclusive and are, in addition to any other rights and remedies, provided by law.

44. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this subaward, the Agency may, by 10 calendar days written notice (including email), beginning on the second calendar day after the notice is sent, terminate this subaward, in whole or in part. If this subaward is so terminated, the Agency shall be liable only for payment required under the terms of this subaward for goods delivered or services rendered prior to the effective date of termination.

45. TERMINATION PROCEDURES

Upon termination of this subaward, the Agency, in addition to any other rights provided in this subaward, may require the Subrecipient to deliver to the Agency any property specifically produced or acquired for the performance of such part of this subaward as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Agency shall pay to the Subrecipient the agreed upon price, if separately stated, for goods or services accepted by the Agency, and the amount agreed upon by the Subrecipient and the Agency

for (i) goods delivered or services rendered for which no separate price is stated, (ii) partially completed goods delivered or services rendered, (iii) other goods delivered or services rendered that are accepted by the Agency, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of the Agency. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this subaward. The Agency may withhold from any amounts due the Subrecipient such sum as the Agent determines to be necessary to protect the Agency against potential loss or liability.

The rights and remedies of the Agency provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this subaward.

After receipt of a notice of termination, and except as otherwise directed by the Agent, the Subrecipient shall:

1. Stop work under the subaward on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the subaward that is not terminated;
3. Assign to the Agency, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Subrecipient under the orders and subcontracts so terminated, in which case the Agency has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent Agent may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the Agency and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the subaward had been completed, would have been required to be furnished to the Agency;
6. Complete performance of such part of the work as shall not have been terminated by the Agent; and
7. Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this subaward, which is in the possession of the Subrecipient and in which the Agency has or may acquire an interest.

46. TREATMENT OF ASSETS

1. Title to all property furnished by the Agency shall remain in the Agency. Title to all property furnished by the Subrecipient, for the cost of which the Subrecipient is entitled to be reimbursed as a direct item of cost under this subaward, shall pass to and vest in the Agency upon delivery of such property by the Subrecipient. Title to other property, the cost of which is reimbursable to the Subrecipient under this subaward, shall pass to and vest in the Agency upon (i) issuance for use of such property in the performance of this subaward, or (ii) commencement of use of such property in the performance of this subaward, or (iii) reimbursement of the cost thereof by the Agency in whole or in part, whichever first occurs.
2. Any property of the Agency furnished to the Subrecipient shall, unless otherwise provided herein or approved by the Agency, be used only for the performance of this subaward.

3. The Subrecipient shall be responsible for any loss or damage to property of the Agency that results from the negligence of the Subrecipient, or which results from the failure on the part of the Subrecipient to maintain and administer that property in accordance with sound management practices.
4. If any Agency property is lost, destroyed or damaged, the Subrecipient shall immediately notify the Agency and shall take all reasonable steps to protect the property from further damage.
5. The Subrecipient shall surrender to the Agency all property of the Agency prior to settlement upon completion, termination or cancellation of this subaward.
6. All reference to the Subrecipient under this clause shall also include Subrecipient's employees, Agents or Subcontractors.

47. U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL

The Agency complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at [U.S. Treasury Specially Designated Nationals And Blocked Persons List](#). Compliance with OFAC payment rules ensures that the Agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, the Agency will download the current OFAC SDN file and compare it to Agency and statewide vendor files. In the event of a positive match, the Agency reserves the right to: (1) make a determination of "reasonability" before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the Subrecipient in writing and terminate the subaward according to the Termination for Convenience provision without making payment. The Agency will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

48. WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this subaward unless stated to be such in writing and signed by authorized representative of the Agency.

49. WARRANTIES

Subrecipient warrants that all Deliverables provided under this subaward shall be fit for the purpose(s) for which intended, are merchantable, and shall conform to the requirements and specifications herein.

EXHIBIT B

FEDERAL SUBAWARD TERMS AND CONDITIONS

1. COMPLIANCE WITH FEDERAL REGULATIONS

SUBRECIPIENT and its consultants and subcontractors shall comply with the following federal laws and regulations, whenever and wherever they are applicable. SUBRECIPIENT and its consultants and subcontractors shall timely obtain all permits and approvals necessary to lawfully implement the project. SUBRECIPIENT and its subcontractors and consultants shall include in all contracts, subcontracts, and purchase orders for this project the following list of laws and regulations and shall require compliance with such laws and requirements:

- 1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) relating to non-discrimination in performance of the project and to the benefits.
- 2) Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended.
- 3) Executive Order 11246 dealing with non-discrimination in employment as amended by Executive Orders 11375.
- 4) General procurement standards in §§ 200.318 through 200.327 of the Code of Federal Regulations.

2. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM)

SUBRECIPIENT shall maintain current organizational information and the original Unique Entity Identifier (UEI) in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or award term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For the purposes of this agreement, System for Award Management (SAM) means the federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

3. COPYRIGHTING

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This provision includes:

- The copyright in any work developed by SUBRECIPIENT under this subaward.
- Any right of copyright to which SUBRECIPIENT purchase(s) ownership with any federal contributions.

4. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL

SUBRECIPIENT shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any federal funding.

“In accordance with federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA’s TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant’s name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- 1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or*
- 2) Fax: (833) 256-1665 or (202) 690-7442; or*
- 3) Email: program.intake@usda.gov.”*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:

“This institution is an equal opportunity provider.”

5. CONFLICT OF INTEREST AND CODE OF CONDUCT

SUBRECIPIENT covenants that no person who presently exercises any functions or responsibilities in connection with the United States Forest Service (USFS) Program has any personal financial interest, direct or indirect, in this subaward. SUBRECIPIENT further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. SUBRECIPIENT further covenants that in the performance of this subaward, no person having any conflicting interest will be employed. Any interest on the part of the SUBRECIPIENT or its employees must be disclosed to DNR.

No officer, employee or agent of the SUBRECIPIENT shall participate in the selection, award, or administration of activity funded in whole or in part with USFS funds if a conflict of interest, real or apparent, would exist, nor shall their families, or those with whom they have business ties, so benefit.

In addition to the above, no official, employee, or agent of any federal, state, or local government for the area in which the project is located, nor members of their families, nor those with whom they have business ties, have or acquire any interest, direct or indirect, in any contract or subcontract or its proceeds for work accomplished in support of this subaward, nor shall they have or acquire any

interest, direct or indirect, in the project area which would conflict in any manner or degree with the project.

6. LOBBYING AND LITIGATION

SUBRECIPIENT agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. SUBRECIPIENT shall include the language of this provision in award documents for all subawards exceeding \$100,000 and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure.

All contracts awarded by SUBRECIPIENT shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at Title 40 CFR Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, Sub-Recipient affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

Legal expenses required in the administration of federal programs are allowable. Legal expenses for prosecution of claims against the federal government are unallowable.

7. CERTIFICATION REGARDING LOBBYING

SUBRECIPIENT certifies, to the best of their knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.

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 federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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. Submission of this certification is a prerequisite for making or

entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8. TRAFFICKING IN PERSONS

- 1) Provisions applicable to a subrecipient that is a private entity.
 - a. You as SUBRECIPIENT and your employees, may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 - b. The federal awarding agency may unilaterally terminate this award, without penalty, if a SUBRECIPIENT that is a private entity:
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 1. Associated with performance under this award; or
 2. Imputed to SUBRECIPIENT using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),”.
- 2) Provision applicable to a subrecipient other than a private entity. The federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 - a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to SUBRECIPIENT using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),”
- 3) Provisions applicable to any recipient.
 - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

- ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- 4) Definitions. For purposes of this award term:
 - a. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - c. "Private entity":
 - i. Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - 1. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - 2. A for-profit organization.
 - d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

9. DRUG-FREE WORKPLACE

- 1) SUBRECIPIENT agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions SUBRECIPIENT will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:
 - i. Shall abide by the terms of the statement, and
 - ii. Shall notify SUBRECIPIENT in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
- 2) SUBRECIPIENT agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and

- d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
- 3) Without the federal Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
- 4) SUBRECIPIENT agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after SUBRECIPIENT learns of the conviction.
- 5) Within 30 calendar days of learning about an employee's conviction, SUBRECIPIENT must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a federal, state or local health, law enforcement, or other appropriate agency.

10. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

- 1) SUBRECIPIENT may not require its employees, contractors, or second tier subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- 2) SUBRECIPIENT must notify its employees, contractors, or second tier subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
- 3) The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a federal department or agency governing the nondisclosure of classified information.
- 4) If DNR determines that SUBRECIPIENT is not in compliance with this award provision, it;
 - a. Will prohibit the subrecipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the subrecipient's material failure to comply with award terms and conditions.

11. ELIGIBLE WORKERS

SUBRECIPIENT shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). SUBRECIPIENT shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

12. FREEDOM OF INFORMATION ACT (FOIA)

Public access to subaward or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of federally-recognized tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

13. TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by federal employees is banned: a) while driving a Government Owned Vehicle (GOV) or driving a Privately Owned Vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All subrecipients, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

14. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM

As a subrecipient of USDA financial assistance, you will comply with the following:

- 1) Do not discriminate against applicants for sub-grants on the basis of their religious character.
- 2) 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
- 3) Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

SUBRECIPIENT is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- 1) procure or obtain, extend or renew a contract to procure or obtain;
- 2) enter into a contract (or extend or renew a contract) to procure; or
- 3) obtain the equipment, services or systems.

EXHIBIT C – 2024 UCF CFA PROJECT WORK PLAN TEMPLATE

Subrecipient Organization Name: _____

2024 Community Forestry Assistance Grant (Agreement Number _____)

Period of Performance: _____

Overview: [insert narrative based on submitted proposal]

Activity 1: Title and Description			
<i>Example: Town Outreach and Engagement: This activity will engage with local community members to identify needs and goals of the community, analyze data from interview and survey questions, and promote Urban Forestry techniques that can be used by the communities.</i>			
Task	Deliverable	Completion Date	Estimated Cost
1.1. <i>Subcontractor skilled in public outreach to develop a survey to inquire about community goals and needs.</i>	<i>Copy of survey developed (.pdf preferred). Documentation of payment to contractor for services rendered.</i>	<i>June 1, 2025</i>	<i>\$2,000</i>
1.2. <i>Distribute survey to community using various methods of delivery, including, but not limited to, posting on website, direct mailings, and one-on-one at public events.</i>	<i>Report including:</i> <ul style="list-style-type: none"> - <i>Link to website where survey was posted and estimated number of respondents.</i> - <i>Copy of direct mail materials and number of households reached.</i> - <i>List of community events attended and approximate number of survey respondents.</i> 	<i>June 1, 2025</i>	<i>\$4,580</i>
1.3.			<i>\$</i>
1.4.			<i>\$</i>
Activity 1 Total			\$6,580

Activity 2: Title and Description			
<i>Example: City Urban Tree Inventory:</i>			
<i>Update existing inventory data and collect new data throughout the city, via subcontractor.</i>			
Task	Deliverable	Completion Date	Estimated Cost
<i>2.1. Consultant updates existing tree inventory data.</i>	<i>GIS data and excel export of updated tree inventory.</i>	<i>June 1, 2025</i>	<i>\$8,000</i>
<i>2.2. Consultants collect new point-based tree inventory data and performs data analysis.</i>	<i>GIS data and excel export of new inventory data; results of analysis.</i>	<i>June 1, 2025</i>	<i>\$10,500</i>
<i>2.3. Consultant collects new inventory data using a sample-based approach.</i>	<i>GIS data and excel export; results of analysis.</i>	<i>June 1, 2025</i>	<i>\$9,000</i>
<i>2.4.</i>			<i>\$</i>
Activity 2 Total			\$27,500

Activity 3: Title and Description			
<i>Example: Purchase and install street trees and irrigation:</i>			
<i>Plant new street trees in suitable planting locations as determined by contractor staff. Install irrigation to support tree establishment.</i>			
Task	Deliverable	Completion Date	Estimated Cost
<i>3.1. Purchase and install irrigation to water new trees.</i>	<i>Receipt of irrigation supply purchase; At least 3 photos of irrigation system installation.</i>	<i>June 1, 2025</i>	<i>\$4,354.67</i>
<i>3.2. Purchase and install at least 35 new street trees. Trees to be at least 1.5" caliper.</i>	<i>Invoice of tree purchase with tree species listed; At least 2 photos of street trees being planted.</i>	<i>June 1, 2025</i>	<i>\$8,750</i>
<i>3.3. Purchase planting supplies, including, but not limited to: Mulch, Stakes, and Ties.</i>	<i>Receipt of supplies purchased showing actual costs.</i>	<i>June 1, 2025</i>	<i>\$800</i>
Activity 3 Total			\$13,904.67
Activities 1-3 Total			\$47,984.67

BUDGET TEMPLATE

Budget cannot exceed \$ _____. See the Project Work Plan for activity and task descriptions.

Table 1. Cost by Activity

Activities	Personnel and Benefits	Travel	Supplies	Contractual	Total
Activity 1	\$	\$	\$	\$	\$
Activity 2	\$	\$	\$	\$	\$
Activity 3	\$	\$	\$	\$	\$
Total	\$	\$	\$	\$	\$

Table 2. Cost by Line Item

Personnel and Benefits	
<i>Example: Project Manager (\$38.54/hr)</i> Primary coordinator of tree-planting community event. Work includes outreach, meeting facilitation, purchasing supplies, and preparing reports. Tasks 1.1, 1.2, 1.3, 2.1, 2.3, 3.2	\$
Task(s)	\$
Task(s)	\$
Travel	
<i>Example: Travel Expenses</i> Lodging and mileage (GSA standard rates). Tasks 3.1, 3.2, 3.3	\$
Task(s)	\$
Task(s)	\$
Supplies	
<i>Example: Acme supplies and rental equipment</i> Supply purchases, including event space, advertising, tent, printing, and miscellaneous office supplies. Task 1.3	\$
Task(s)	\$
Task(s)	\$

Contractual	
<i>Example: Event Team Subcontractor</i> <i>Subcontractor will provide personnel to aid with event setup and cleanup.</i> <i>Tasks 1.1, 3.3</i>	\$
Task(s)	\$
Task(s)	\$
Total	\$

The project described herein is located on public property or is open to public access. No grant funds can be used by SUBRECIPIENT to meet ordinary maintenance and operating expenses.

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

SUBRECIPIENT NAME

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES**

<i>Signature</i>	<i>Signature</i>
<i>Date</i>	<i>Date</i>
<i>Name</i>	<i>Name</i>
<i>Project Manager</i>	<i>Project Manager</i>
<i>Title</i>	<i>Title</i>
<i>Address</i>	1111 Washington Street SE MS 47013 Olympia, WA 98504-7013
<i>Telephone</i>	<i>Telephone</i>

EXHIBIT D – INVOICE TEMPLATE

INVOICE			
Agreement Number:			
Invoice Date:			
Invoice Number:			
From:	Subrecipient Organization Name (of PM) Subrecipient Project Manager Address Phone Email	To:	Daria Gosztyla DNR Project Manager Washington State Department of Natural Resources 1111 Washington St SE Olympia, WA 98504-7013 Daria.Gosztyla@dnr.wa.gov
	Brief description of costs included in this invoice period.	Cost Type	Cost
Task 1.1 Example: Tree Planting Event	Example: - Project Coordinator (25 hrs. x \$22 = \$550.00) - Hotel (3 nights; \$429.65; Receipt attached) - Mileage (50 miles x \$0.67 = \$33.50) - Name Tags (\$58.46; Receipt attached) - Seedlings (\$4,667.26; Receipt attached) - Set-up Crew (\$759.25; Receipt attached)	Personnel & Benefits	\$550.00
		Travel	\$161.15
		Supplies	\$4,725.72
		Contractual	\$759.25
Subtotal Task 1.1			\$6,196.12
Task 1.2		Personnel & Benefits	\$
		Travel	\$
		Supplies	\$
		Contractual	\$
Subtotal Task 1.2			\$0.00
Task 1.3		Personnel & Benefits	\$
		Travel	\$
		Supplies	\$
		Contractual	\$
Subtotal Task 1.3			\$0.00
Total Activity 1			\$6,196.12

Activity 2	Brief description of costs included in this invoice period.	Cost Type	Subtotal
Task 2.1		Personnel & Benefits	\$
		Travel	\$
		Supplies	\$
		Contractual	\$
Subtotal Task 2.1			\$0.00
Task 2.2		Personnel & Benefits	\$
		Travel	\$
		Supplies	\$
		Contractual	\$
Subtotal Task 2.2			\$0.00
Task 2.3		Personnel & Benefits	\$
		Travel	\$
		Supplies	\$
		Contractual	\$
Subtotal Task 2.3			\$0.00
Total Activity 2			\$0.00
Activity 3	Brief description of costs included in this invoice period.	Cost Type	Subtotal
Task 3.1		Personnel & Benefits	\$
		Travel	\$
		Supplies	\$
		Contractual	\$
Subtotal Task 3.1			\$0.00
Task 3.2		Personnel & Benefits	\$
		Travel	\$
		Supplies	\$
		Contractual	\$
Subtotal Task 3.2			\$0.00
Task 3.3		Personnel & Benefits	\$

		Travel	\$
		Supplies	\$
		Contractual	\$
Subtotal Task 3.3			\$0.00
Total Activity 3			\$0.00
Total Activities 1-3			\$6,196.12

EXHIBIT E – FINANCIAL HEALTH REVIEW



**WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES
FINANCIAL HEALTH REVIEW**

The purpose of this checklist is to assist your organization in understanding the minimum requirements necessary to accept, manage, and spend federal funds as a subrecipient. The responses to this checklist are used by Washington State Department of Natural Resources (DNR) to develop monitoring and technical assistance plans for subrecipients. Any 'No' response will not automatically disqualify your entity from receiving funds from DNR. These answers will inform our monitoring approach and technical support.

A representative from your organization must review and complete the form, certifying in the last section that they have read and understand items listed in this document. Return the completed form to the designated DNR contact.

SUBRECIPIENT INFORMATION		
Subrecipient Organization Name	Subaward Number	
Federal Fiscal Year	Federal Award Identification Number	
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY (FFATA) DECLARATION	YES	NO
1. In your organization's preceding completed fiscal year, did your business or organization receive (a) 80 percent or more of its annual gross revenues in U.S. federal contract, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (b) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?	<input type="checkbox"/>	<input type="checkbox"/>
2. Does the public have access to information about the compensation of the executives in the your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986?	<input type="checkbox"/>	<input type="checkbox"/>
LEGAL	YES	NO
1. My organization has never been suspended or debarred from participating in Federal assistance programs or activities as specified in Executive Orders 12549 and 12689 and 2 CFR part 180.	<input type="checkbox"/>	<input type="checkbox"/>
2. Is your organization currently, or at any point previously, involved in any civil or criminal suits?	<input type="checkbox"/>	<input type="checkbox"/>
SUBRECIPIENT MONITORING	YES	NO

1. My organization is aware that as a subrecipient, it must be monitored for financial operations (records, systems, and procedures), performance, and conformance to regulations.	<input type="checkbox"/>	<input type="checkbox"/>
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FINANCIAL MANAGEMENT SYSTEMS	YES	NO
2. Responsible parties for my organization are familiar with the Office of Management and Budget's (OMB) Uniform Administrative Requirements and the Cost Principles, as they apply to Federal grants and subawards.	<input type="checkbox"/>	<input type="checkbox"/>
3. My organization's accounting systems and internal policies meet the following criteria as outlined in the most current version of <u>2 CFR Part 200</u> :		
a. Accurate, current, and complete disclosure of the financial results of each Agreement;	<input type="checkbox"/>	<input type="checkbox"/>
b. A procedure that identifies each funding source and establishes a separate control account for each funding source (separate checking accounts are not required);	<input type="checkbox"/>	<input type="checkbox"/>
c. A method for identifying the receipts and expenditures for each funding source separately from other funding sources, and accounting records that indicate this method is being effectively followed;	<input type="checkbox"/>	<input type="checkbox"/>
d. Effective control over and accountability for all funds, property, and other assets to assure that all assets are used solely for authorized purposes;	<input type="checkbox"/>	<input type="checkbox"/>
e. Comparison of actual with budgeted amounts for each Agreement;	<input type="checkbox"/>	<input type="checkbox"/>
f. Accounting record entries that are supported by source documentation; i.e., entries refer to subsidiary records and documents which support the entries, such as payroll and time records, vouchers, purchase orders, invoices, warrants, etc.;	<input type="checkbox"/>	<input type="checkbox"/>
g. A method for accumulating and recording expenditures by budget period and cost categories provided in the approved Agreement	<input type="checkbox"/>	<input type="checkbox"/>
h. A procedure for authorizing expenditures, signing checks and reconciling expenditures in a timely manner that ensures the integrity of the system.	<input type="checkbox"/>	<input type="checkbox"/>

POLICY AND PROCEDURES	YES	NO
4. My organization has a written travel policy which is consistent for both internal travel and approved travel costs under the federal subaward. If no policy exists, does my organization adhere to Federal Government Travel rates and amounts. <u>5 U.S.C 5701-11</u>	<input type="checkbox"/>	<input type="checkbox"/>
5. My organization maintains written procurement procedures that comply with federal procurement standards in <u>200.317</u> through <u>200.327</u> . The same procedures are followed whether the procurements are with federal grant funds or non-federal funds.	<input type="checkbox"/>	<input type="checkbox"/>
6. My organization maintains a property/inventory management system to track the location and value of equipment purchased with federal funds.	<input type="checkbox"/>	<input type="checkbox"/>
7. My organization maintains a written conflict of interest policy for its employees.	<input type="checkbox"/>	<input type="checkbox"/>

8. My organization retains, or will retain, all records related to this subaward for six years in accordance with the timeframes identified in the subaward document (Exhibit A, 34. Records Maintenance).	<input type="checkbox"/>	<input type="checkbox"/>
9. My organization maintains an internal policy and/or process to check the "Excluded Parties List" system for suspended or debarred sub-grantees and contractors, prior to award at https://www.sam.gov/ .	<input type="checkbox"/>	<input type="checkbox"/>

AUDIT REQUIREMENTS	YES	NO
10. For the fiscal year indicated above, my organization expended \$750,000 or more in federal funding, and is required to have a single audit conducted in accordance with <u>2 CFR 200.501 – Audit Requirements</u> .	<input type="checkbox"/>	<input type="checkbox"/>
11. For the fiscal year indicated above, my organization expended less than \$750,000 in federal funding and is exempt from federal audit requirements for that year, except as noted in <u>2 CFR 200.503</u> . My organization understands that records must be available for review or audit by appropriate officials of the federal agency, DNR, and Government Accountability Office (GAO).	<input type="checkbox"/>	<input type="checkbox"/>

ENTITY READINESS			
Is the entity new to operating or managing federal grant funds or state contracts (or has not done so in the past five years)?	No <input type="checkbox"/>		Yes <input type="checkbox"/>
Organizational knowledge/years of experience in administering similar awards or sub-awards	5+ years <input type="checkbox"/>	3-5 years <input type="checkbox"/>	< 3 years <input type="checkbox"/>
Proposed subrecipient agreement amount	< \$30,000 <input type="checkbox"/>	\$30,001-149,999 <input type="checkbox"/>	\$150,000+ <input type="checkbox"/>

ACKNOWLEDGEMENT	
I acknowledge that my organization has received this document and understands the financial management standards necessary to federal subawards. At any time in reviewing this document, in pre-award negotiations, during the post-award meeting, or at any time subsequent, if my organization has questions regarding the content presented in this checklist or related to the award, I understand that I may bring this to the attention of the DNR for clarification and that DNR staff are available to assist my organization.	
Signature:	Date:
Name:	Title:
Phone Number:	Email:

EXHIBIT F

AD-1048

OMB No. 0505-0027

Expiration Date: 09/30/2025



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

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, 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;
- B. 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 proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE	DATE

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification in accordance with these instructions.
- (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 or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has 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 meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is 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 form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," 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 is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, 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 General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records 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 dealings.

- (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 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.

Form AD-1048 (REV 12/22)

EXHIBIT G – SUBCONTRACTOR INCLUSION PLAN
For Contractors Who Plan to Use Subcontractors to Perform the Contract

CONTRACT NUMBER:	
CONTRACTOR:	_____
	Type/print full legal name of Contractor

INSTRUCTIONS

1. Contractors that intend to use Subcontractors for the above referenced Contract must complete Section 1 of this Subcontractor Inclusion Plan.
2. Section 2 – Provides instructions and information regarding who must submit this Subcontractor Inclusion Plan and what is required.
3. Section 3 – Provides information on definitions of the businesses as used in this Subcontractor Inclusion Plan.

SECTION 1: SUBCONTRACTOR INCLUSION PLAN

Contractor shall list the anticipated small/veteran/diverse business category goals for Subcontractor participation. Contractor may list any goal amount that they feel is appropriate and attainable for them. These are aspirational goals for Contractor’s use of small/veteran/diverse Subcontractors. If known, provide the name of each business in the appropriate category as they are listed in Washington’s Electronic Business Solution (WEBS).

SUBCONTRACTOR Category *AS DESCRIBED BELOW	ANTICIPATED % OF CONTRACT SPEND AMOUNT (DETERMINED BY THE CONTRACTOR)	ANTICIPATED SUBCONTRACTOR NAMES (LIST ALL IN THE APPROPRIATE BOX BELOW IF KNOWN)
MINORITY-OWNED BUSINESS (MBE)		
WOMAN-OWNED BUSINESS (WBE)		
CERTIFIED COMBINATION OWNED BUSINESS (CBE)		
CERTIFIED MINORITY WOMAN OWNED BUSINESS (MWBE)		
SOCIALLY AND ECONOMICALLY DISADVANTAGED BUSINESS (SEDBE)		
VETERAN-OWNED BUSINESS (VOB)		

WASHINGTON SMALL BUSINESS (SB)		
<p>Contractor commits to a make a genuine effort to achieve the proposed subcontract spend amounts with small/veteran/diverse Subcontractors as stated above. Contractor will develop a comprehensive outreach strategy including outreach, education/mentorship, and process changes designed to increase participation by small/veteran/diverse businesses that are registered with the State of Washington in WEBS.</p>		
<p>_____ Contractor's Authorized Representative</p>		<p>_____ Date Signed</p>

SECTION 2: INFORMATION & INSTRUCTIONS FOR COMPLETING SUBCONTRACTOR INCLUSION PLAN

1. Contractors who intend to use Subcontractors must complete the Subcontractor Inclusion Plan in the form set forth above. Contractors who do not submit a Subcontractor Inclusion Plan may be precluded from utilizing Subcontractors to perform the Contract.
 - Note: Subcontractor Inclusion Plan is NOT required if Contractor does NOT intend to use Subcontractors for this Contract.
2. As part of the Subcontractor Inclusion Plan, Contractor is encouraged to include an anticipated list of small/diverse Subcontractors who may assist the Contractor in fulfilling Contractor's contractual obligations. This list should identify any Subcontractors who are small/veteran/diverse businesses as defined below.
 - Note: The businesses included in the Subcontractor Inclusion Plan are listed as examples of businesses Contractor may use as Subcontractors and does NOT obligate Contractor to utilize those specific businesses in performing the Contract. Contractor will report performance and progress to DNR as set forth in the Contract and in annual contract management meetings.
3. If the proposed Subcontractors are self-identified diverse businesses, Contractor will encourage and support efforts for their certification with the appropriate Washington State agencies.
4. The small/veteran/diverse business goals set forth herein are voluntary. Contractors will not be in breach of this Contract if the Subcontractor Inclusion Plan has a zero small/veteran/diverse business participation amount. DNR, however, encourages Contractors to be proactive in engaging small/veteran/diverse business participation.
5. Contractors who utilize Subcontractors will meet with DNR annually regarding their small/veteran/diverse business inclusion goals set forth in their Subcontractor Inclusion Plan.

SECTION 3: SMALL/VETERAN/DIVERSE BUSINESSES DEFINITIONS

For purposes of the Contract, the below terms have the following meanings:

BUSINESS CATEGORY	DEFINITION
Minority-Owned Business (MBE)	Limited to firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a minority-owned business. See, <u>RCW 39.19.120</u> and <u>WAC 326-20</u> .
Woman-Owned Business (WBE)	Limited to firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a woman-owned business. See, <u>RCW 39.19.120</u> and <u>WAC 326-20</u> .
Combination Owned Business (CBE)	Limited to firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a business owned by women and minorities. See, <u>RCW 39.19.120</u> and <u>WAC 326-20</u> .
Minority Woman Owned Business (MWBE)	Limited to firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a business owned by minority women. See, <u>RCW 39.19.120</u> and <u>WAC 326-20</u> .
Socially and Economically Disadvantaged Business (SEDBE)	Limited to firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a business owned by minority who are found to be socially and economically disadvantaged on a case-by-case basis. See, <u>RCW 39.19.120</u> and <u>WAC 326-20</u> .
Veteran-Owned Business (VOB)	<p>Limited to firms certified by the Washington State Department of Veterans Affairs (WDVA) as a Certified Veteran-Owned Business. See, <u>RCW 43.60A.010(7)</u> and <u>RCW 43.60A.190</u>. Such firms must meet four requirements:</p> <p>1. 51% Ownership. The firm must be at least fifty-one percent (51%) owned and controlled by:</p> <p>(a) A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in <u>RCW 41.04.007</u>;</p> <p>(b) A person who is in receipt of disability compensation or pension from the Department of Veterans Affairs; or</p> <p>(c) An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves.</p> <p>2. Washington Incorporation/Location. The firm must be either an entity that is incorporated in the state of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington.</p>

	<p>3. WEBS Certification. The firm must have certified its Veteran-Owned Business status in Washington’s Electronic Business Solution (<u>WEBS</u>).</p> <p>4. WDVA Certification. The firm must have provided certification documentation to the WDVA and be certified by WDVA and listed as such on WDVA’s website (<u>WDVA – Veteran-Owned Businesses</u>).</p>
<p>Washington Small Business (SB):</p>	<p>Limited to firms that meet the following three (3) requirements:</p> <p>1. Location. The firm’s principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm’s headquarters where business decisions are made and the location for the firm’s books and records as well as the firm’s senior management personnel.</p> <p>2. Size. The firm must be owned and operated independently from all other businesses and have either: (a) fifty (50) or fewer employees; or (b) gross revenue of less than seven million dollars (\$7,000,000) annually as reported on the firm’s federal income tax return or its return filed with the Washington State Department of Revenue (WDOR) over the previous three consecutive years.</p> <p>3. WEBS Certification. Contractor must have certified its Washington Small Business status in Washington’s Electronic Business Solution (<u>WEBS</u>). See, <u>RCW 39.26.010(22)</u> and <u>RCW 39.26.010(13)</u>.</p> <p>Washington Small Business also includes, Minibusinesses and Microbusinesses.</p> <p>Such firms just have a small ‘size’ requirement:</p> <ul style="list-style-type: none"> • Minibusiness Size Requirement: The firm must be owned and operated independently from all other businesses and have a gross revenue of at least one million dollars (\$1,000,000) but less than three million dollars (\$3,000,000) annually as reported on the firm’s federal income tax return or its return filed with the WDOR. See, <u>RCW 39.26.010(17)</u>. • Microbusiness Size Requirement: The firm must be owned and operated independently from all other businesses and has a gross revenue of less than one million dollars (\$1,000,000) annually as reported on the firm’s federal income tax return or its return filed with the WDOR. See, <u>RCW 39.26.010(16)</u>.



Compliance Review

City of Ritzville

No. CR24-062

Report Date: February 23, 2026

About the Review

We have reviewed this Employer's compliance with laws and regulations of the retirement systems administered by the Department of Retirement Systems (DRS). We did not attempt to review the records of all employees, nor did we evaluate compliance with all laws relating to retirement matters. Compliance with the law is an employer responsibility. We reviewed for compliance in the following areas:

- **Eligibility**

To ensure that individuals required to be enrolled and reported as members of the retirement systems were reported, and that current members are eligible to be members of the retirement system. Evaluating eligibility correctly ensures that employees receive the correct service credit. Incorrect service credit can affect employees' future retirement benefits.

- **Retirees**

To ensure that retirees who have returned to work have been correctly reported. If an employer fails to report a working retiree, and that retiree works in excess of applicable post-retirement restrictions, the employer may be liable for any overpayment of retirement benefits.

- **Reporting**

To ensure compensation and hours were reported correctly. Retirement benefits are based on compensation and service credit. Reporting compensation differently than earned has the potential to create an incorrect benefit for the member.

City of Ritzville

No. CR24-062

Report Date: February 23, 2026



Compliance Review

1. Employees eligible for membership were not reported.

Issue

One employee working in a position eligible for membership in the Law Enforcement Officers' and Fire Fighters' Retirement System (LEOFF) was not reported. The Employer hired a retired LEOFF member as Police Chief to work temporarily until a permanent Police Chief could be found and believed that because he declined benefits, was not full time, and was serving in an interim capacity, they did not have to report the employee to the Department. This is a mandatory LEOFF position and the employee should have been reported.

All employees who meet the definition of 'law enforcement officer' are mandated into LEOFF membership. Per statute, 'law enforcement officer' means an employee who is commissioned and employed by a LEOFF employer on a full-time, fully compensated basis to enforce the criminal laws of the state of Washington. As of July 2024, the term "law enforcement officer" also includes any person who is commissioned and employed by an employer on a fully compensated basis to enforce the criminal laws of the state of Washington generally, on a less than full-time basis. The Employer must report the employee back to when the employee started in the LEOFF eligible position.

If an overpayment for a LEOFF retiree was due to an Employer failing to report the member's information to the Department, the Employer is liable for the resulting overpayment.

Recommendations and Required Actions

The Employer must report the eligible employees back to the first date of eligibility.

In the future, the Employer must report individuals eligible for membership.

Citations and References

RCW 41.26.030(19)
RCW 41.26.570
RCW 41.50.130
WAC 415-104-111



Compliance Review

2. Retirees who returned to work were not reported.

Issue

The Employer obtained written verification of retirement status from employees. One employee eligible for normal retirement from the Law Enforcement Officers' and Fire Fighters' Retirement System (LEOFF) began to work in a Public Employees' Retirement System (PERS) eligible position, opted out of membership and was incorrectly not reported to the Department. Although LEOFF retirees may opt out of PERS membership, the employee must still be reported to the Department as a retiree returning to work.

Retirees are subject to post-retirement employment restrictions. If an employer fails to report a rehired retiree, and that retiree works more than the applicable post-retirement restrictions, the Employer will be liable for the overpayment of benefits.

Recommendations and Required Actions

Corrections must be made to report the retiree who returned to work.

In the future, all retirees returning to work must be reported.

Citations and References

RCW 41.50.139
DRS Employer Handbook Chapter 5

3. Hours were not reported correctly.

Issue

The Employer reported a set 173.3 hours per month for one salaried employee who only used time sheets to report leave taken and not time worked. Service credit was not impacted.

One employee had hours overstated in one month.

In addition, standby hours were reported in error for three PERS Plan 2



Compliance Review

members. Compensation for standby pay is reportable for PERS members; however, the hours are not. No service credit was affected.

Reporting hours incorrectly has the potential to overstate or understate a member's service credit, which could result in an incorrect retirement benefit.

Recommendations and Required Actions

The Employer must make corrections to report hours correctly where service credit was affected.

In the future, the Employer must report hours correctly and must report hours as earned by calendar month.

Citations and References

WAC 415-117-040(1)

4. Standby pay was reported in error for LEOFF 2 members.

Issue

Standby pay, also known as on-call pay, was reported in error for all LEOFF Plan 2 members. Standby pay is not compensation for time actually worked when the member must be available to work if the need arises and it does not qualify as basic salary for LEOFF Plan 2.

A member's retirement benefit is based on their hours and compensation. Incorrectly reported compensation has the potential to understate or overstate a member's Final Average Salary (FAS). This can result in an incorrect pension benefit.

Recommendations and Required Actions

The Employer must make corrections to remove standby pay for any individual within five years of retirement age.

In the future, the Employer must not report standby pay for LEOFF 2 members.

Citations and References



Compliance Review

WAC 415-104-393

5. Separation dates were not reported correctly.

Issue

The Employer did not report separation dates for two employees who separated from employment in September 2024. Service credit was not affected.

Failure to report separation dates has the potential to prevent an employee from taking action on their retirement account. Additionally, it may result in DRS sending Requests for Employer Information to obtain the missing information.

Recommendations and Required Actions

The Employer needs to make corrections to report the correct separation date(s).

In the future, the Employer must report the correct dates when employees end eligible employment.

Citations and References

DRS Employer Handbook, Chapter 8

6. Correct transmittal codes were not used.

Issue

Lump sum payments were incorrectly reported in the month they were paid with "A" transmittal codes. These payments are required to be reported either as a lump sum in the month paid with an "M" transmittal code, or back in the months earned with "A" transmittal codes. The Employer paid a hiring bonus to one employee and incorrectly reported to DRS when it was paid with an "A" code. Hiring bonuses are considered performance bonuses and reportable with the correct transmittal code when a specific amount of time must be worked or the bonus must be paid back.



Compliance Review

The use of incorrect transmittal codes was a management letter item in a previous DRS audit (Examination No. 2013-028) and was not corrected.

DRS relies on these codes when calculating members' benefits and incorrect transmittal codes can result in incorrect retirement benefits.

Recommendations and Required Actions

Corrections must be made for individuals within five years of retirement eligibility.

In the future, the Employer must report lump sum payments with the correct transmittal codes.

Citations and References

Employer Handbook Chapter 7: Transmittal Codes

7. Requests for information were not responded to in a timely manner.

Issue

The Employer did not respond to Requests for Employer Information (RFEIs) made by DRS for eight employees. The RFEIs are sent to employers when additional information is needed regarding a member's account. Not responding to the requests in a timely manner can result in incorrect service credit, Average Final Compensation (AFC) or Final Average Salary (FAS) and delayed receipt of pension benefits.

Recommendations and Required Actions

The Employer must resolve all outstanding RFEIs.

In the future, the Employer must monitor the RFEI list in the Employer Reporting Application (ERA) and respond to all RFEIs in a timely manner.

Citations and References

WAC 415-117-040

WAC 415-117-050

RCW 41.50.140



February 24, 2026

Department of Retirement Systems
Attn Petition Coordinator
P.O. Box 48380
Olympia, WA 98504-8380

RE: DRS Compliance Review - City of Ritzville No. CR24-062- Report Date: February 23, 2026

Petition Coordinator,

I am petitioning and requesting the Department of Retirement Systems readdress Item #1 in the above-mentioned Compliance Review regarding the employee hired as the temporary interim Police Chief.

The employee involved in this position was hired as a temporary interim Police Chief to manage the Police Department from October 1, 2024, through March 31, 2025 or until a permanent Police Chief could be hired. This employee was not a certified commissioned law enforcement officer, which was allowed by the CJTC as a 6-month temporary position. The employee retired from law enforcement in June 2012 and began collecting LEOFF retirement after that time.

All references in the compliance review references the following "All employees who meet the definition of 'law enforcement officer' are mandated into LEOFF membership. Per statute, 'law enforcement officer' means an employee who is commissioned and employed by a LEOFF employer on a full-time, fully compensated basis to enforce the criminal laws of the state of Washington."

This employee's duties as per the employment agreement were managing, supervision, planning, directing, and overseeing the activities and operations of the City of Ritzville Police Department, which didn't include enforcement of criminal law of the state of Washington as the employee was not a certified commissioned law enforcement officer. The employee only provided these duties while employed by the City of Ritzville.

For the above reason I request that the Department of Retirement Systems reconsider their position on this compliance citation.

I am attaching the Employment agreement between the Employee and the City of Ritzville for reference. I am also including a email from CJTC referring to the

requirements of RCW 35.21.333 which the employee didn't meet to be a commissioned police officer.

Sincerely,

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

Scott Yaeger
City of Ritzville Mayor

CITY OF RITZVILLE
INTERIM POLICE CHIEF
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is entered into this 2nd day of October 2024, by and between the CITY OF RITZVILLE, a Washington municipal corporation (hereinafter the "City") and WILLIAM BENNER (hereinafter "Employee") and is effective October 2, 2024.

WHEREAS, the current Police Chief, David McCormick, is retiring on September 30, 2024; and

WHEREAS, the City desires to employ William Benner as an interim Police Chief; and

WHEREAS, it is the desire of the Mayor and City Council to provide certain conditions of employment and set working conditions and conditions of temporary employment; and

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

I. EMPLOYMENT

1.1 The City hereby agrees that William Benner is employed as the interim Police Chief for the City of Ritzville, effective October 2, 2024, and William Benner hereby accepts under such employment, the terms and provision of this Agreement.

II. TERM AND SCHEDULED HOURS

2.1 **Term.** This Agreement shall commence on October 2, 2024 and shall terminate on or before March 31st, 2025. Should the City appoint a new Police Chief prior to March 31st, 2025, the City shall provide Employee thirty (30) days' notice of sooner termination. The term of this Agreement may be extended by agreement of both parties in writing.

2.2 **Exclusive Employment.** During the term of this Agreement, Employee agrees to remain exclusively employed by the City and not to become employed by any other employer until the effective date of termination or resignation. The term "employed" shall not be interpreted to include occasional teaching, writing, or consulting work which does not interfere or conflict with the Employee's ability to effectively discharge his assigned duties.

2.3 **Hours of Work.** The standard workweek is not to exceed thirty (30) hours, but Employee's schedule of work shall vary in accordance with the work required to be performed, including such time as is necessary outside normal office hours.

III. SALARY

3.1 Salary. Commencing on October 1, 2024, Employee shall be paid a monthly rate of \$7,000.00. Employee salary is based on a daily date, thus for purposes of illustration, should Employee work a partial month, Employee will be paid a prorated rate. Employee's salary shall be payable in installments at the same time as other employees of the City and in accordance with established City procedures.

IV. DUTIES

4.1 General Duties. Employee is responsible for managing, supervision, planning, directing, and overseeing the activities and operations of the City of Ritzville Police Department.

4.2 Management Responsibility over Department. Employee shall assume full management responsibility for the Police Department services and activities including patrol, maintenance of law and order, protection of life and property, regulation of traffic, apprehension, arrest and detention of law violators, and maintenance of police records and recommendation and administration of policies and procedures.

4.3 Criminal Procedure. Ensure proper arrest, detention, and/or transportation of all person's charged with violations. Ensure custody and security of evidence until the incident is properly adjudicated.

4.4 Personnel. Select, train, motivate, evaluate and discipline Police Department personnel. Also responsible for the Police Department and related services and activities and shall be responsible for and have authority to establish such rules of control over all personnel as they shall deem necessary to conserve the peace and preserve the good order with the City of Ritzville.

4.5 Budget. Oversee and participate in the development and administration of the Police Department budget.

4.6 Possible Testimony. Provide any needed testimony for criminal and civil hearing.

4.7 Professional Services. Subject to authorization of the Mayor, Employee may solicit for work such other persons, consultants, or related business professional services as necessary to operate the Police Department. Any agreements shall be negotiated by the Employee and the Mayor and shall be approved by the Mayor and City Council.

V. USE OF VEHICLE

5.1 City shall provide to Employee a police vehicle as needed to enable the Employee to respond from home or while otherwise away from the office and for daily business use.

VI. VACATION, SICK, HOLIDAY, OTHER LEAVE

6.1 Vacation Leave. Employee shall accrue vacation leave at pursuant to current City vacation polices.

6.2 Sick Leave. Employee shall accrue sick leave pursuant to current City sick policies.

6.3 Administrative Leave Pending Investigation. The Mayor may place the Employee on paid administrative leave under circumstances which make it reasonably appropriate for Employee to be absent from the workplace during investigation, resolution, or pendency of procedures appropriate to the circumstances involving Employee.

VII. TERMINATION AND RESIGNATION

7.1 Termination. The City can terminate Employee at any time for any cause, with or without notice (except the required notice under Paragraph 2.1), subject to applicable Federal and State laws. Employee shall be entitled to compensation up through the last day of actual service. If termination does not arise out of Employee's conviction of any felony, illegal action involving personal gain or any other action involving moral turpitude, dishonesty, or deception, then Employee shall be entitled to a cash out of unused, accrued vacation leave and floating holiday pay as provided for in Section VI.

7.2 Employee Initiated Resignation. Nothing herein shall prevent or limit Employee's right to resign at any time from his employment with the City, provided, however, that Employee is required to provide thirty (30) days' notice prior to the effective date of resignation.

VIII. LIABILITY COVERAGE

The City shall provide insurance coverage for the Police Chief to the same extent as is afforded by the City's insurance coverage, but only with respect to acts or omissions within the scope of his employment by or on behalf of the City.

IX. GENERAL PROVISIONS

9.1 Notice. All required notices by the City to the Employee or by Employee to the City shall be delivered either personally to the addressee or may be deposited in the United States Mail, postage prepaid, to the address of the person receiving the notice, indicated below. Any notice so posted in the United State Mail shall be deemed received three (3) days after the date of mailing and the effective date of any such notice shall be the date of mailing.

Notice address for the City:
Mayor of the City of Ritzville
216 E Main St.
Ritzville, WA 99169

Notice address for Employee:
William Benner
614 Buena Vista St
Cheney, WA 99004

A party may update their notice address by providing written notice to the other party.

9.2 Non-Waiver. Failure by any of the parties to insist upon the strict performance of any

covenant, duty, term, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or covenant, duty, term, agreement, or condition. Any party hereto, by notice, and only by notice as provided herein may, but shall be under no obligation to, waive any of their rights or any conditions to their obligations hereunder, or any duty, obligation, or covenant. No waiver of any provision of the Agreement shall be deemed a waiver of any other provision of this Agreement, and each and every covenant, agreement, term, and condition of this Agreement shall continue to be in full force and effect with respect to any other existing or subsequent breach thereof.

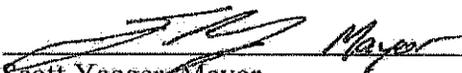
9.3 Severability. If any term or provision contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

9.4 Neutral Authorship. Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provision of this Agreement.

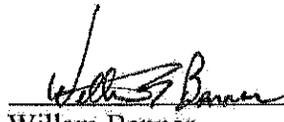
9.5 Attorney's Fees, Law and Venue. In the event of breach by any party of any of the terms and conditions of this Agreement the prevailing party shall be entitled to reasonable attorney's fees and court costs against the other party. This Agreement is made in accordance with, and shall be interpreted and governed by, the laws of the State of Washington. If any action or other proceedings shall be brought on or in connection with this Agreement, the venue of such action shall be in Adams County.

9.6 Entire Agreement. The entire agreement between the parties is contained in this Agreement. This Agreement supersedes all of their previous understandings and agreements, written or oral, with respect to this transaction. This Agreement may be amended only by written instrument, duly authorized and executed by the parties subsequent to the date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.



Scott Yaeger, Mayor



William Benner

Approved as to form:



John M. Kragt, City Attorney

Scott Yaeger

From: Karen Hickey
Sent: Monday, October 21, 2024 8:53 AM
To: Scott Yaeger; Bill Benner
Subject: FW: NOS submission has been received- New Chief?

Just an FYI. They're saying that the rules have changed and Bill would have to attend the Academy or address it directly with CJTC.

From: Weaver, Valerie (CJTC) <valerie.weaver@cjtc.wa.gov>
Sent: Monday, October 21, 2024 8:23 AM
To: Karen Hickey <Karen.Hickey@ritzville-wa.us>
Cc: Certmail (CJTC) <cjtc-certmail@cjtc.wa.gov>
Subject: FW: NOS submission has been received- New Chief?

[External Email]

Good morning, Karen.

Thank you for submitting the NOH for Interim Chief Benner. I wanted to make sure that your agency is aware of the requirements of statute [RCW 35.21.333](#). Interim Chief Benner can remain in office for up to six months as a civilian Chief.

Good luck on finding a new Chief!

Val

Valerie Jenkins-Weaver
Washington State Criminal Justice Training Commission
Certification Bureau | Certification Operations Division Manager
Direct: 206-835-7376
Email: Valerie.Weaver@cjtc.wa.gov
Address: 19010 1st Ave S., Burien, WA 98148

Training the Guardians of Democracy

Website: www.cjtc.wa.gov
Connect with us! [Facebook](#) | [Twitter](#)

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