

SUB-RECIPIENT AGREEMENT BETWEEN  
ISLAND COUNTY  
AND  
CITY OF ANACORTES

THIS SUB-RECIPIENT AGREEMENT is made and entered into, by and between, Island County, herein after referred to as the "County," and the City of Anacortes, herein after referred to as the "City" (also referenced and considered a sub-recipient under the provisions of this agreement).

- |   |  |
|---|--|
| 1. Award Recipient Name:<br>City of Anacortes | 2. Contact: Christian Fuller<br>Title: CAPT<br>Telephone: (360) 293-4684 |
| 3. Project Title:<br>Homeland Security Grant  | 4. Award Period:<br>09/01/2022-6/30/2025                                 |
| 5. Grant No.: E23-236                         | 6. Funding Authority:<br>Washington State Military Department            |
| 7. Amount Approved: \$25,960.00               | 8. Service Area:<br>City of Anacortes                                    |

| City of Anacortes – Partner Recipient Cost Summary = \$25,960.00 |             |            |           |        |        |            |        |        |             |
|--|-------------|------------|-----------|--------|--------|------------|--------|--------|-------------|
| Cost Categories  | Overtime    | Fringe     | Equipment | Fuel   | Maint. | Mileage    | Travel | M&A    | Total       |
| Agency Cost  | \$19,000.00 | \$4,560.00 | \$0.00    | \$0.00 | \$0.00 | \$1,400.00 | \$0.00 | \$0.00 | \$25,960.00 |

This is a sub-grant of the U.S. Department of Homeland Security (OHS), Federal Emergency Management Agency (FEMA), Federal Funding Source Agreement 22-BLWBLW-11-001 V0, Federal Fiscal Year (FFY) 2022 Operation Stonegarden Program (OPSG), CFDA No. & Title: 97.067 – HSGP (22OPSG), passed through the following entities: Washington State Military Department and Island County.

The purpose of this agreement is to enhance cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and local, tribal, territorial, state, and federal law enforcement agencies in a joint mission to secure the United States' borders along routes of ingress from international borders to include travel corridors along the Canadian and international water borders.

**WHEREAS**, Island County, the United States Border Patrol (USBP), and the Washington State Military Department agree to allow Island County to include the City of Anacortes as a "friendly force" and therefore disburse sub-recipient grant funds from Washington State Military Department through Island County to the City;

**NOW, THEREFORE**, in consideration of mutual benefits accruing, it is agreed by and between the parties hereto as follows:

### **SPECIAL TERMS AND CONDITIONS**

#### **Statement of Work**

The City shall enhance border security through operational overtime and equipment purchases, as detailed in Attachment A - Statement of Work, Attachment B - Homeland Security Grant Agreement between Washington State Military Department and Island County Sheriff's Office, and DHS-FEMA approved OPSG Operations Orders (FOUO).



### **Period of Performance**

Subject to its other provisions and regardless of the date this agreement is signed, the period of performance of this Agreement shall commence on September 1, 2022, and be completed by June 30, 2025, unless terminated sooner as provided herein.

### **In Consideration Whereof**

The maximum amount of this Agreement allocated to the City is \$25,960.00. This is a fixed price, reimbursement agreement.

### **Billing Procedure**

The City shall submit invoices for reimbursement to the County documenting all actual direct costs for OPSG expenditures incurred by the City. Invoices must be submitted no more frequently than monthly but at least quarterly in order to receive reimbursement.

Requests for reimbursement of equipment purchases must include a copy of the vendor's invoice and a copy of the packing slip signed with the date goods were received. In the absence of a packing slip, a statement may be signed and dated by the City's authorized representative that states, "All items have been received in good working order, are operational, and have been inventoried according to contract and local procurement requirements." No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the City and invoiced by the vendor.

The County shall reimburse the City within 30 days of receipt of reimbursement from the granting agency, Washington State Military Department.

### **Agency Representatives**

The individuals listed below, or their successors, represent the parties in matters involving this Agreement:

#### For the County

Vodean Miller, Sergeant  
Island County Sheriff's Office  
1 NE 7<sup>th</sup> ST  
Coupeville WA 98239  
Telephone: (360) 678-7246  
Email: v.miller@islandcountywa.gov

#### For the City

Christian Fuller, Captain  
Anacortes Police Department  
1218 24th Street  
Anacortes WA 98221  
Telephone: (360) 293-4684  
Email: fullerc@cityofanacortes.org

## **GENERAL TERMS AND CONDITIONS**

### **1. Administrative and/or Financial Requirements**

The City shall comply with all administrative and cost principle requirements in 2 CFR 200, OMB Guidance, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

The City shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22HGSP Program, including, but not limited to, all



criteria, restrictions, and requirements of the "Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2022 Homeland Security Grant Program" document, the OHS Award Letter for Grant # OPSG OO WA ISLAND FY22 22-BLWBLW-11-001 V0 in Attachment #1 of Attachment C (FOUO), and the federal regulations commonly applicable to DHS/FEMA grants.

The City shall comply with all federal, state, and local laws, regulations, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the Americans with Disabilities Act (ADA); Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 CFR Sec. 52.203-5); Public Disclosure (RCW 42.17); safety and health regulations; and Chapter 49.60 RCW.

## **2. Termination of Contract**

If, through any cause, the City fails to fulfill in a timely and proper manner its obligations under this Agreement or if the City violates any of the stipulations of this contract, the County shall thereupon have the right to terminate this Agreement and withhold any remaining allocation, if such default is not corrected within thirty (30) days after submitting written notice to the City describing such default or violation. Otherwise, either party may terminate this contract by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.

Reimbursement for services performed by the City and not otherwise paid for by the County prior to the effective date of termination, shall be as the County reasonably determines. The County reserves the right to terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funding from the source of these grant funds, provided that such funds are the basis for this contract.

## **3. Equipment and Supply Acquisition**

The City may purchase approved equipment and supplies, in accordance with Attachment A - Statement of Work, and the current DHS-FEMA approved OPSG Operations Order, and request reimbursement from the County. The City shall purchase the equipment and supplies according to its jurisdiction's procurement regulations, provided that the regulations conform to the requirements contained in the Grant Agreement between Washington State Military Department and Island County, Attachment B, Exhibit A, Article II - Administrative and/or Financial Requirements.

## **4. Post-Award Requirements for Equipment and Supply Management**

For the duration of the life of any Equipment provided by this Agreement:

The City shall comply with 2 CFR 200.318 - 200.326, to include but not limited to:

- i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the City.
- ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the City's inventory system.
- iii. The City shall maintain property records that include a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Federal Award Identification Number (FAIN); Catalogue of Federal Domestic Assistance (CFDA) number; who holds the title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.
- iv. The City shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the City to determine the cause of the difference. The City shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- v. The City shall be responsible for any and all operational and maintenance expenses and



- for the safe operation of their equipment and supplies including all questions of liability. The City shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well maintained and kept in good operating condition.
- vi. The City must obtain and maintain all necessary certifications and licenses for the equipment.
  - vii. The City shall develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and a report generated and sent to the County.
  - viii. If the City is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return.
  - ix. If, upon termination or at the Grant Agreement End Date, there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value which will not be needed for any other Federal award, or when original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency or award, the City must comply with the following procedures:
    - a) Supplies: The City may retain the supplies for use on other non-Federal related activities or sell them, but must compensate the Federal sponsoring agency for its share.
    - b) Equipment: The City must dispose of equipment as follows:
      - Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the City with no further obligation to the awarding agency.
      - Items of equipment with a current per-unit fair market value of more than \$5,000 may be retained or sold and the City shall compensate the Federal-sponsoring agency for its share.
  - x. Records for equipment shall be retained by the City for a period of six years from the date of the disposition, replacement or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the City until all litigation, claims, or audit findings involving the records have been resolved.

The City shall only purchase pre-identified equipment items which have received approval from U.S. Border Patrol, FEMA, Washington State Military Department, and the County. No reimbursement will be provided unless appropriate approval has been received.

Allowable equipment and supply categories for 22HGSP are listed on the Authorized Equipment List (AEL) located on the FEMA website at <http://www.fema.gov/authorized-equipment-list>.

The City is solely responsible for ensuring purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.

If the item is not identified on the AEL as allowable under HSGP, the City must contact the County for assistance in seeking FEMA approval prior to acquisition.

Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using Federal award funds.

Equipment purchased with OHS federal award funds is to be marked with "Purchased with funds provided by the U.S. Department of Homeland Security" when practicable.

The City shall provide such information to the County as specified above on request.

##### **5. Right to Recover**

Should the City violate the requirements listed in this Agreement, the State of Washington reserves the right to recover any Equipment or funds transferred to the City through this Agreement.



#### **6. Save Harmless and Indemnification**

To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

In the event of any concurrent act or omission of the parties, each party shall pay its proportionate share of any damages awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

#### **7. Disputes**

The parties shall make every effort to resolve disputes arising out of or relating to this agreement through discussion and negotiation. Should discussion and negotiation fail to resolve a dispute arising under this agreement, the parties shall select a dispute resolution panel to resolve the dispute. The panel shall consist of a representative appointed by each party and a third representative mutually agreed upon by both parties. The panel shall attempt, by majority vote, to resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member. Both parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

#### **8. Venue and Choice of Law**

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Island. This Agreement shall be governed by the laws of the State of Washington.

#### **9. Severability**

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

#### **10. Entire Agreement**

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

The Special Terms and Conditions, General Terms and Conditions, the Statement of Work in Attachment A, the Grant Agreement between Washington State Military Department and Island County Sheriff's Office (Island County Contract No E23-236) as Attachment B, and the current DHS-FEMA approved OPSG Operations Order (FOUO) and its subsequent revisions apply towards the City unless expressly revised by this Agreement.

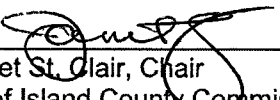


The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto, in respect of all covenants, agreements, and obligations contained in the Contract Documents. Each of the persons signing below on behalf of any party hereby represents and warrants that they are signing with full and complete authority to bind the party on whose behalf of whom they are signing, to each and every term of this Agreement.

ISLAND COUNTY

By  9/8/23  
Rick Felton, Sheriff

Date 9/8/23

By   
Janet St. Clair, Chair  
Board of Island County Commissioners

Date 9/12/2023

CITY OF ANACORTES

By   
Matt Miller, Mayor

Date 8/14/2023



## **Attachment A**

### **STATEMENT OF WORK**

**Introduction:** Through the U.S. Department of Homeland Security (OHS), Federal Emergency Management Agency (FEMA), the FFY2022 Operation Stonegarden Program is providing funds to enhance law enforcement preparedness and operational readiness along international borders of the United States.

**The City agrees to the following:**

1. Work closely with local, state, and federal law enforcement agencies to develop Operations Orders.
2. Activities under this contract must have a clear correlation to the goals, objectives, and priorities identified in the evaluated and DHS-FEMA approved OPSG Operations Order and all revisions thereto.
3. Plan and implement activities in accordance with the FFY2022 Homeland Security Grant Program Guidance.
4. At the conclusion of each overtime shift, complete an OPSG Daily Activity Report (DAR) and submit it via the Homeland Information Security Network (HISN) <https://hsin.dhs.gov>.
5. Submit at a maximum monthly and at minimum quarterly, signed and approved reimbursement requests with supporting documentation to the County for costs incurred.
6. If purchasing equipment, the Contractor must meet the following requirements:
  - a. Equipment must be directly related to the enhancement of border security associated with law enforcement activities and in compliance with the FEMA Authorized Equipment List (AEL).
  - b. Ensure that vendors have not been suspended or debarred from doing business with the federal government by searching records on the System for Award Management, which can be found at [www.sams.gov](http://www.sams.gov).
  - c. Purchases must be in accordance with the current DHS-FEMA approved OPSG Operations Order.
  - d. Purchases must also be in accordance with purchasing requirements as specified in the general terms and conditions of this contract.

**The County agrees to the following:**

1. Provide technical assistance, expertise, and coordination with Washington State where necessary.
2. Reimburse the City within 30 days of receipt of reimbursement from the granting agency, Washington State Military Department.

