

Jh

DEC 02 2025

**GRANT AWARD AGREEMENT UNDER TITLE III OF THE SECURE RURAL SCHOOLS
AND COMMUNITY SELF-DETERMINATION ACT**

This GRANT AWARD AGREEMENT (the "Agreement") is made and entered by and between Clallam County, a political subdivision of the State of Washington (hereinafter "County") and Clallam County Sheriff's Office on behalf of its Search and Rescue Program ("CCSO"). Together the County and CCSO are referred to herein as the "Parties". The Parties have the lawful authority to execute this Agreement pursuant to their corporate powers under RCW 36.01.010 and RCW 39.34.

WHEREAS, the County administers the awarding of federal funds under Title III of the Secure Rural Schools and Community Self-Determination Act (hereinafter, "Title III Funds") to qualified applicants utilizing a competitive scoring process. The use of Title III Funds are limited under the Secure Rural Schools Act to the following project types: (1) search, rescue, emergency services reimbursement performed on federal land (National Forest); (2) Training/equipment purchases directly related to emergency services on federal land (National Forest); (3) activities carried out under a FIREWISE Communities Program; (4) Community Wildfire Protection Plan-development/projects; and (5) school broadband access- creation/expansion;

WHEREAS, after the County published public notice seeking project applications and reviewed and scored received applications, the Board of Clallam County Commissioners conducted a public hearing on September 23, 2025 and approved a Resolution on that day authorizing Title III Funds be paid to several qualified applicants, including \$10,350 to be allocated to CCSO for the purchase of ICOM Radios, ICOM Radio Accessories, Stihl Battery Chainsaw, Chainsaw Battery Charger, Metal Detectors, and Pinpointers as identified in its application;

WHEREAS, the County and CCSO desire to enter into this Agreement so that the County may provide Title III Funds for appropriate and qualifying expenditures by CCSO as specified in Section 3, Use of Title III Funds, as set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the Parties agree as follows:

1. Effective Date and Term. This Agreement shall commence when last executed by all Parties. This Agreement will terminate when CCSO properly uses the full amount of the award and submits written proof of such purchase, returns any remaining balance to the County after expending Title III Funds to purchase the goods specified in Section 3 below, or September 30, 2026, whichever event may come first.
2. Title III Funds. Within 30 calendar days after the execution of this Agreement, the County agrees to provide \$10,350 from its Title III Funds to CCSO for the sole purpose of purchasing the of ICOM Radios, ICOM Radio Accessories, Stihl Battery Chainsaw, Chainsaw Battery Charger, Metal Detectors, and Pinpointers and specified in CCSO's Application for Title III Funding, attached hereto and incorporated into this Agreement as Exhibit 1.

3. Use of Title III Funds. CCSO shall ensure that the Title III Funds received by the County are used to purchase only the items specified in Exhibit 1 and shall provide written proof of such purchase to Clallam County within 14 calendar days of the completion of all of the purchases made utilizing the Title III Fund. CCSO agrees to return to the County any remaining Title III Funds not used to make the purchases specified in Exhibit 1 as soon as practicable, but no later than September 30, 2026.
4. Termination. The County may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to CCSO.
5. Independent Contractor. Each party under the Agreement shall be for all purposes an Independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. CCSO shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County for any purpose.
6. Indemnification. CCSO agrees to defend, indemnify and hold the County, its appointed and elected officers, employees, agents and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of CCSO, its officers, directors, employees, and/or agents relating to CCSO's performance or failure to perform under this Agreement and/or CCSO's use of the items after they are purchased with the Title III Funds under this Agreement. This Section 6 shall survive the expiration or termination of this Agreement.
7. Compliance with Laws, Guidelines. CCSO shall comply with all federal, state, and local laws to the extent applicable, when expending the Title III Funds.
8. Maintenance and Audit of Records. CCSO shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by the County or its designee, the Washington State Auditor's Office and as required by the IGA Interim Final Rule and Compliance & Reporting Guidelines for five (5) years following termination of this Agreement. If it is determined during the course of the audit that CCSO was reimbursed for unallowable costs under this Agreement, CCSO agrees to promptly reimburse the County for such payments upon request.
9. Notices. Any notice desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the U.S. Postal Service, postage fully prepaid, certified mail, return receipt requested, and addressed to the party to which it is intended at its last known address, or to such other person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

Clallam County
Attn: Mark Lane, Chief Financial Officer
223 E 4th St, Suite 4
Port Angeles, WA 98362-3015

10. Improper Influence. Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.
11. Conflict of Interest. The elected and appointed officials and employees of the Parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.
12. Time. Time is of the essence in this Agreement.
13. Survival. The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.
14. Amendment. No amendment or modification to the Agreement will be effective without the prior written consent of the authorized representatives of the parties.
15. Governing Law; Venue. The Agreement will be governed in all respects by the laws of Washington State, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Clallam County, Washington or as provided by RCW 36.01.050.
16. Non-Waiver. No failure on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the County at law or in equity.
17. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors.
18. Assignment. CCSO shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the County.
19. Entire Agreement. This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement, and it supersedes all prior or

contemporaneous communications and proposals, whether electronic, oral, or written between the Parties with respect to this Agreement.

20. No Third-Party Beneficiaries. Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either Party has to Treasury in connection with the use of Title III Funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

21. Severability. In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect, and the invalid provisions shall be deemed deleted.

22. Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be deemed an original but all of which together shall constitute one and the same instrument.

23. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the date signed below.

Clallam County Board of
Commissioners

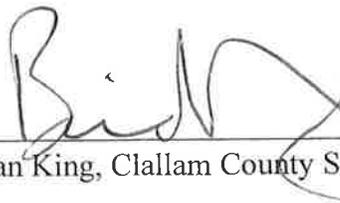


Mike French, Chair of the Board
of County Commissioners

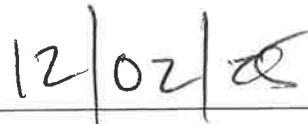


Date

Clallam County Sheriff's Office



Brian King, Clallam County Sheriff



Date

Approved as to form only by:



Jay Reno
Civil Deputy Prosecuting Attorney
Clallam County

EXHIBIT 1

Search and Rescue Equipment Grant Budget Request – 6/3/2025

Category	Description	Quantity	Unit Cost	Total	Justification
Starlink Mini Hardware	Satellite internet hardware	1	\$599	\$599	Provides reliable high-speed satellite internet in remote areas
Starlink Monthly Plan (12 months)	\$75/month × 12 months	1	\$900	\$900	Annual service plan for Starlink Mini connectivity
Garmin GPS Units	GPSMAP 66i or inReach (satellite-enabled GPS)	5	\$500	\$2,500	Essential for team leads to track, navigate, and communicate
Garmin Subscription (12 months)	\$30/month × 12 months × 5 devices	5	\$360	\$1,800	Allows two-way satellite messaging and emergency alerts
Icom Radios (5W)	FCC Part 90 handheld radios (5W)	16	\$400	\$6,400	Core team communications in rugged and forested environments
Radio Accessories	Chargers, speaker mics, antennas, holsters	1	\$1,000	\$1,000	Accessories needed for effective radio deployment and use
SAR Drone Kit	DJI Mavic 3T / Autel EVO II Dual 640T	2	\$4,500	\$9,000	Thermal, zoom, and visual search from air in hard-to-access terrain
Extra Drone Batteries	2 per drone × \$250 each	4	\$250	\$1,000	Backup power for extended flight time during missions
Pelican Cases	Rugged, waterproof drone transport cases	2	\$300	\$600	Protective storage and transport for drone equipment

Stihl Battery Chainsaw	Mid-grade SAR saw (battery-powered)	1	\$600	\$600	Used for clearing debris and accessing overgrown search areas
Chainsaw Batteries	High-capacity lithium batteries	2	\$250	\$500	Provides extended use in the field without power resupply
Chainsaw Charger	Rapid charger for chainsaw batteries	1	\$150	\$150	Essential for recharging chainsaw batteries in the field
Metal Detectors	Garrett AT Pro or similar	2	\$700	\$1,400	Used for evidence search and object recovery in the field
Pinpointers	Garrett Pro-Pointer AT	2	\$150	\$300	Used to pinpoint small items during SAR or LE evidence support