

291.25.011 JF

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 Fire District 5 ("FD5"). Together the County and FD5 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 \$10,000 to be allocated to FD5 for the purchase of Trail Rescue Kit and Training Materials identified in its application;

WHEREAS, the County and FD5 desire to enter into this Agreement so that the County may provide Title III Funds for appropriate and qualifying expenditures by FD5 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 FD5 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 \$10,000 from its Title III Funds to FD5 for the sole purpose of purchasing the Trail Rescue Kit and Training Materials specified in FD5's Application for Title III Funding, attached hereto and incorporated into this Agreement as Exhibit 1.
3. Use of Title III Funds. FD5 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. FD5 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 FD5.

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. FD5 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. FD5 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 FD5, its officers, directors, employees, and/or agents relating to FD5's performance or failure to perform under this Agreement and/or FD5'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. FD5 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. FD5 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 FD5 was reimbursed for unallowable costs under this Agreement, FD5 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 4<sup>th</sup> 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. FD5 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

Clallam County Fire District 5



Mike French, Chair of the Board  
of County Commissioners



12/2/25  
Date

12.2.25  
Date

Approved as to form only by:

  
Jay Reno  
Civil Deputy Prosecuting Attorney  
Clallam County

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

Clallam County Fire District 5



\_\_\_\_\_  
Mike French, Chair of the Board  
of County Commissioners

\_\_\_\_\_



\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Approved as to form only by:**

  
\_\_\_\_\_  
**Jay Reno**  
**Civil Deputy Prosecuting Attorney**  
**Clallam County**

# EXHIBIT 1

19915.291.



Secure Rural Schools and Community Self-Determination Act of 2000  
Public Law 106-393

Title III Project Submission Form  
CLALLAM COUNTY

PLEASE PRINT OR TYPE (Complete all three pages; if additional space is needed, attach a separate page). Return completed application to:  
Diane Harvey, Clallam County Special Projects Manager  
223 East Fourth Street Suite 5  
Port Angeles WA 98362-3015  
Phone: (360) 417-2520

Date: 6-3-25

PROJECT NAME: TRAIL RESCUE KIT AND PROGRAM

PROJECT SPONSOR: CLALLAM COUNTY FIRE DISTRICT NO. 5 0009945

SPONSOR'S ADDRESS: PO Box 530, Clallam Bay, WA 98326 \$10K

POINT OF CONTACT FOR PROJECT: Jay MASSON

PHONE: 360-963-2371 FAX: \_\_\_\_\_

E-MAIL: CLALLAM@COUNTYWA.NET

PROJECT TYPE: (authorized uses per Sec 302(b))

- Search, Rescue, Emergency Services Reimbursement performed on Federal Land (National Forest)
- Training/ Equipment Purchase directly related to emergency services on Federal Land (National Forest)
- Activities Carried Out Under a FIREWISE Communities Program
- Community Wildfire Protection Plan – Development/Projects
- School Broadband Access – Creation/Expansion

PROJECT LOCATION: (attach map, if applicable)

SEE ATTACHED STATEMENT

STATEMENT OF PROJECT GOALS AND OBJECTIVES: \_\_\_\_\_

SEE ATTACHED STATEMENT

**PROJECT DESCRIPTION:** (Provide concise description of project and attach drawing, if applicable)

SEE ATTACHED

**ESTIMATED COMPLETION DATE:** 9-30-2025

**COORDINATION OF THIS PROJECT WITH OTHER RELATED PROJECT(S)?**  
 Yes  No If yes, then describe: \_\_\_\_\_

**STATUS OF PROJECT PLANNING:** COMPLETED

**PROPOSED METHOD(S) OF ACCOMPLISHMENT:** (Check those that apply)  
 Contract  Federal Workforce  Local Gov't  
 County Workforce  Volunteers  Non-Profit  
 Other (specify): \_\_\_\_\_

**ANTICIPATED PROJECT COSTS:**  
 Total County Title III Funds Requested: \$8745.79

Table 1. Project Cost Analysis

ITEM	COLUMN A Requested County Title III Contribution	COLUMN B Other Contributions	COLUMN C Total Available Funds
Field Work and Site Surveys			
Permit Acquisition			
Project Design and Engineering			
Contract Preparation			
Contract Administration			
Contract Cost			
Workforce Cost			
Materials & Supplies	8745.79	1254.21	10,000
Monitoring			
Other			
Project Sub-Total			
Indirect Costs (Overhead)			
<b>TOTAL COST ESTIMATE</b>	<b>8745.79</b>	<b>1254.21</b>	<b>10,000</b>



HOME / YOUR CART

## Your Cart (4 items)



CASCADe RESCUE  
Litter Rigging Kit

Price  
\$1,330.61

Quantity:  
1

Total  
\$1,330.61 ×



CASCADe RESCUE  
The Terra Tamer

Price  
\$1,859.83

Quantity:  
1

Total  
\$1,859.83 ×



CASCADe RESCUE  
Cascade Rescue Professional Series Titanium Litters  
Style: Rectangular Two Piece  
Add Patient Packaging System: RNR Patient Packaging System  
Change

Price  
\$3,719.15

Quantity:  
1

Total  
\$3,719.15 ×



CASCADe RESCUE  
CMC/Traverse Litters - EQUALIZER - Adjustable Litter Handle System  
Litter Handle Options: CMC Style Litters - Titanium  
Change



Subtotal: \$8,250.74

Shipping: [Cancel](#)

Country

United States

State/province

Washington

Suburb/city

Clallam Bay

Zip/postcode

98326

[Return to shipping](#)

USPS (Priority Mail)

\$429.41

[Return to shipping](#)

Idaho:

\$495.05

Coupon Code:

[Add Coupon](#)

Grand total:

\$8,745.79

[Return to shipping](#)

-- or use --

**rayru**

[Return to shipping](#)

**Clallam County Fire District No. 5  
Title III Project Submission**

**Project Title:** Trail Rescue Kit and Program

**Project Location**

Clallam County Fire District No. 5 covers a 65 square mile area outlined in pink on the attached map. IT provides EMS coverage to the forested area outside Neah Bay and its boundaries shown on the same map. Furthermore, since there are limited responders on the West End of Clallam County, the Department provides mutual aid assistance to surrounding agencies.

**Project Goals and Objectives**

The purpose of this project to acquire a collapsible wheeled litter, assorted support supplies and training materials for personnel. Completion of the program would occur on or before September 30, 2025.

**Project Description Summary**

Clallam County Fire District No. 5 is a small, rural, all-volunteer fire department dedicated to providing emergency services to our community and surrounding areas, including the expansive national forest that lies within our jurisdiction. Due to limited funding and rising equipment costs, we currently lack the proper gear to safely and efficiently transport injured individuals out of the rugged, often inaccessible terrain of the forest.

The Title III portion of this project would provide a wheeled litter with a litter rigging kit to support the Department’s off-road EMS capabilities. The other portion of this coverage would cover dedicated EMS supplies, packs, rescue supplies and packaged training materials.

**Need Statement**

Our department does not currently possess a wheeled litter system suitable for use in steep or remote wilderness (e.g., forest, beach, trail) environments. When responding to calls for injured hikers, hunters, or other forest visitors, our volunteers are forced to manually carry patients over long distances—a method that is both physically exhausting and potentially unsafe for both rescuers and patients.

The purchase of a **titanium wheeled litter** would drastically improve our ability to conduct safe and efficient rescues. Titanium models are lightweight and durable—essential characteristics given the challenging conditions and the fact that our volunteers often must carry equipment long distances before even beginning a patient transport.

**Department Background**

We are a 100% volunteer department serving a rural population spread across 65 square miles. Our limited annual budget primarily goes toward basic operational needs—fuel, facility maintenance, PPE, medical supplies and essential training. As such, there is very little room for major equipment purchases like the one being requested.

**Sources of Other Project Funding**

Over ten percent of the project would come from our existing medical supply and equipment budgets.

**Accomplishments/Outcomes**

This equipment will increase/improve response/evacuation times, reduce personnel needed for a safe evacuation and improve patient comfort during transport.

**Cooperative Relationships**

This will increase the available wheeled litter resources on our corner of the County. In addition, the availability of a litter to all cooperative/mutual aid agencies will get needed equipment in the field sooner. This may be more important with reduced Federal funding in other areas.

**Project Impact/Benefit/Public Interest**

This equipment will:

- Significantly enhance patient safety during transport from remote areas.
- Reduce the risk of injury to our volunteer responders.
- Improve response times and outcomes during wilderness rescues.
- Allow our department to continue serving the national forest area more effectively and responsibly.

**Project Benefit**

As mentioned above, this would supplement reduced available Federal resources. This will also help get trained and properly equipped personnel to EMS incidents in a timely manner.

**Monitoring and Reporting**

With the implementation of this project, there should be a reduction in incident times (to/from) in forested areas. This will also reduce the potential for 501 rescuer accidents.

**Funding Request**

We are seeking \$8745.79 purchase a titanium litter with wheel, including shipping and any necessary accessories. Any assistance you can provide will directly improve our community's emergency response capabilities.