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

DEC 02 2025

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 6 ("FD6"). Together the County and FD6 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 \$10,805 to be allocated to FD6 for the purchase of Dry Suits for Swift Water Search and Rescue identified in its application;

WHEREAS, the County and FD6 desire to enter into this Agreement so that the County may provide Title III Funds for appropriate and qualifying expenditures by FD6 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 FD6 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 \$10,805 from its Title III Funds to FD6 for the sole purpose of purchasing the Dry Suits for Swift Water Search and specified in FD6's Application for Title III Funding, attached hereto and incorporated into this Agreement as Exhibit 1.
3. Use of Title III Funds. FD6 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. FD6 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 FD6.

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. FD6 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. FD6 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 FD6, its officers, directors, employees, and/or agents relating to FD6's performance or failure to perform under this Agreement and/or FD6'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. FD6 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. FD6 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 FD6 was reimbursed for unallowable costs under this Agreement, FD6 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. FD6 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

Clallam County Fire District 6



12/12/25
Date

12/3/25
Date

Approved as to form only by:


Jay Reno
Civil Deputy Prosecuting Attorney
Clallam County

EXHIBIT 1



**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: June 2, 2025

PROJECT NAME: Dry Suits for Swiftwater Search & Rescue Team

PROJECT SPONSOR: Clallam County Fire District 6

SPONSOR'S ADDRESS: 7810 La Push Road, Forks, WA, 98331

POINT OF CONTACT FOR PROJECT: Chip Keen, CCFD6 Lead Commissioner

PHONE: (360) 640-4683 **FAX:**

Chip Keen

E-MAIL: ckeen@3riversfire.org

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)

The Sol Duc, Sitkum, and Bogachiel watersheds, and all their tributaries. Please see the map on page 4.

STATEMENT OF PROJECT GOALS AND OBJECTIVES:

It is an established fact that wildfires precipitate flash floods and landslides. (Please see references, pages 5 and 6.) If funded, this project will improve search and rescue response capabilities to wildfire events in Clallam County. The dry suits can be delivered and distributed to the volunteers within days of ordering them.

Details of Dry Suit requested

Link: [NRS Extreme SAR Dry Suit, Red, @ \\$995](#)

Size	Qty	Total
XL	2	\$1,990
M	3	\$2,985
L	3	\$2,985
G-L	2	\$1,990
Shipping		included
Tax		\$855
Total		\$10,805

When the demands of the mission could be life or death, rescuers need gear they can depend on to not only keep them warm and dry, but that protect them from the harsh environment and unpredictable conditions. The NRS Extreme SAR Dry Suit is purpose-built to handle the strain and meet the needs of rescue professionals.

Product Details

- Constructed with durable 3-Layer TriTon™ fabric for dependable waterproof-breathable protection.
- Latex neck gasket features a hook-and-loop overcuff while a 3 mm neoprene overcuffs protects the latex wrist gaskets.
- Front-entry YKK® Aquaseal™ zipper with protective flap.
- Cordura® reinforcements in the knees, seat and elbows.
- Additional padding protects the elbows and knees.
- Hook-and-loop patches on the shoulder designed for attaching department badges.
- Double-pull webbing buckle-closure waist belt provides a custom fit.
- SOLAS reflective tape throughout enhances visibility in low-light conditions.
- Gathered ankle design features an elastic band to fit snug over boots. Silicone dots keep the ankle from riding up.
- Cordura® panel at the interior ankle for abrasion resistance.
- Features TriTon fabric socks, relief zipper and one self-draining cargo pocket.

Imported.

Trusted by rescue teams around the world, our Extreme SAR dry suits set the standard for durable performance in the toughest conditions. Industrial-grade Triton™ three-layer fabric stands up to the harshest wear and tear, and heavy-duty Cordura® reinforcement adds extra protection in key areas. Purpose-driven features help you do your job safely and effectively, while squad-friendly sizing makes it easy to outfit your crew. See [chart](#) below for sizing.

Material: 320 denier Triton 3-layer

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