

**WASHINGTON STATE MILITARY DEPARTMENT
STATE FLOOD RESPONSE GRANT AGREEMENT FACE SHEET**

1. Grantee Name and Address: Lewis County 351 NW North St Chehalis, WA 98532		2. Total Grant Amount: \$1,500,000.00		3. Grant Agreement Number:	
4. Grantee Contact, phone/email Erika Katt, 360-740-1153 erika.katt@lewiscountywa.gov		5. WMD Representative, phone/email: Jonathan Holmes, 253-512-7429 Jonathan.Holmes@mil.wa.gov			
6. Program Index & OBJ/SUB-OBJ 9E2WA		7. Eligibility Period of Costs Incurred 12/02/2025 – 06/30/2027			
8. Agreement Start Date Upon Execution		9. Agreement End Date 06/30/2027		11. UBI # (state revenue) 212-002-978	
		10. TIN 91-6001351			
12. Funding Source Authority: Washington State Military Department					
13. Funding Source Agreement # Fund 26D-1 (State), EA E12, Capital Budget 9E2WA		14. Service Districts: (BY LEGISLATIVE DIST): 20 (BY CONGRESSIONAL DIST): 3		15. Service Area by County(ies): Lewis	
16. Grant Classification: ☐ Personal Services ☐ Client Services ☒ Public/Local Gov't ☐ Collaborative Research ☐ A/E ☐ Other				17. Contract Type (check all that apply): ☐ Contract ☒ Grant ☒ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency (RCW 39.34)	
18. Grant Type (check all that apply): ☐ Private Organization/Individual ☐ For-Profit ☒ Public Organization/Jurisdiction ☐ Non-Profit ☐ VENDOR ☒ SUBRECIPIENT ☐ OTHER				19. Grant Selection Process: ☒ "To all that apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E/RCW ☐ N/A	
20. PURPOSE/DESCRIPTION The objective of the general fund—state appropriation for fiscal year 2026 per Substitute Senate Bill 6003 Sec. 1048 (25) (10) is to passthrough funds to eligible counties identified under Emergency Proclamation 25-07.2, for the purpose of debris removal in rivers and waterways related to the December 2025 severe weather and flooding events in Washington State.					
IN WITNESS WHEREOF, the Washington Military Department (WMD) Emergency Management Division (EMD) and Grantee acknowledge and accept terms of this Agreement, including all referenced attachments which are hereby incorporated, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); Statement of Work (Attachment C); Budget (Attachment D); Timeline (Attachment E); and all other documents and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1. Applicable federal and state statutes and regulations 2. Program documents 3. Statement of Work, Budget, Timeline 4. General Terms and Conditions 5. Special Terms and Conditions 6. Other provisions of the Agreement incorporated by reference.					
This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the Parties hereto.					
WHEREAS, the parties have executed this Agreement on the day and year last specified below:					
FOR GRANTEE:			FOR THE DEPARTMENT:		
Signature _____ Name, Title Agency			Signature _____ Seth Daniel Nickerson, Chief Financial Officer Washington Military Department		
Date _____			Date _____		
BOILERPLATE APPROVED TO FORM David Merchant, Assistant Attorney General August 6, 2026					

SPECIAL TERMS AND CONDITIONS**I. INTRODUCTION**

The Washington Military Department (WMD), herein known as the "DEPARTMENT," through the Emergency Management Division (EMD), administers the Flood Response: Waterway and Debris Clearance Grant Program. The DEPARTMENT is authorized to enter into agreements with eligible counties identified under Emergency Proclamation 25-07.2 to provide funding to the GRANTEE for eligible costs associated with debris removal activities in rivers and waterways impacted by the December 2025 severe weather and flooding events.

The purpose of this grant program is to reduce downstream flooding risk and damage, protect public safety and infrastructure, restore waterway capacity, and support flood mitigation through targeted debris clearance activities.

II. KEY PERSONNEL

The individuals listed below shall be considered Key Personnel for point of contact under this Agreement. Any substitution of key personnel shall be made by written notification to the current key personnel.

GRANTEE		DEPARTMENT	
Name	Erika Katt	Name	Kirsten Zerbe
Title	Deputy Director	Title	Supervisor
Email	erika.katt@lewiscountywa.gov	Email	kirsten.zerbe@mil.wa.gov
Phone	360-740-1153	Phone	253-512-7048
Name	Ryan Barrett	Name	Jonathan Holmes
Title	County Manager	Title	Program Manager
Email	ryan.barrett@lewiscountywa.gov	Email	jonathan.holmes@mil.wa.gov
Phone	360-740-2697	Phone	253-512-7429
Name		Name	General Information
Title		Email	assist.public@mil.wa.gov
Email			
Phone			

III. ADMINISTRATIVE REQUIREMENTS

- A. The parties shall use the following to determine allowable cost principles: Washington State Office of Financial Management (OFM) Regulations-State Administrative and Accounting Manual (SAAM) and the Local Government Budget and Accounting Reporting System (BARS).
- B. The GRANTEE shall ensure that all activities funded under this Agreement are consistent with the approved Scope of Work and applicable state laws, regulations, permits, and environmental requirements.
- C. If the GRANTEE uses grant funds to acquire goods and services from a non-government entity performing services as a Contractor under this Agreement, the GRANTEE must make a case-by-case determination whether each contract it makes for the disbursement of funds received under this Agreement casts the party receiving the funds in the role of contractor in accordance with the OFM state grant audit and monitoring guidelines.
- D. The GRANTEE shall require its Contractor(s) to 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 the Department applicable to the state Flood Response funding including, but not limited to, all criteria, restrictions, and requirements of the

Substitute Senate Bill 6003 Sec. 1048 (25) (2026), and the federal and state regulations commonly applicable to state grants.

- E. The GRANTEE shall require its Contractor(s) to comply with all applicable federal, state, and local laws, regulations, permit requirements, and the terms and conditions associated with the funded work.
- F. The GRANTEE shall ensure that all activities funded under this Agreement are consistent with the approved Scope of Work and applicable state laws, regulations, permits, and environmental requirements.
- G. The GRANTEE shall be responsible for ensuring that all grant-funded activities occur within waterways for which the GRANTEE or its authorized subrecipient has legal authority or jurisdiction to perform the work.
- H. The GRANTEE shall maintain documentation demonstrating the location, extent, and completion of debris removal activities, including photographs, maps, invoices, contracts, and other records as requested by the DEPARTMENT.
- I. If a grant audit or monitoring performed by the DEPARTMENT under this Agreement results in any findings, the GRANTEE shall submit a "Corrective Action Plan" in response to the grant audit or monitoring results no later than 10 business days after receiving the DEPARTMENT's report.

IV. ELIGIBLE EXPENSES AND PRIORITIES ESTABLISHED BY LEGISLATURE

Priorities for expenditure of state Flood Response grant funds have been established by both the state legislature and the DEPARTMENT:

- A. Substitute Senate Bill 6003 Sec. 1048 (25) provides that funding under this Agreement shall be used solely for debris removal activities within rivers, streams, and waterways impacted by the December 2025 severe weather and flooding events identified under Emergency Proclamation 25-07.2.
- B. Eligible activities may include:
 - a. Removal of flood-generated debris, sediment, vegetation, woody material, and obstructions from waterways.
 - b. Disposal of eligible debris removed from waterways.
 - c. Contracted services necessary to perform approved debris removal activities.
 - d. Force account labor, equipment, and materials directly associated with approved debris removal activities.
 - e. Engineering, technical, or environmental services directly required to support approved debris removal work.
- C. Funding shall be prioritized toward projects demonstrating the greatest potential to reduce downstream flooding risk, protect public infrastructure, improve waterway conveyance capacity, and mitigate future flood impacts.
- D. Grant funds shall be used solely for activities identified in the approved Scope of Work and consistent with the purpose of the Flood Response: Waterway and Debris Clearance Grant Program.
- E. Grant funds may be used for eligible debris removal and waterway clearance activities authorized under this Agreement.
- F. Grant funds shall not be used for activities identified as ineligible under Section V of this Agreement.

- G. If project costs are less than anticipated, any remaining grant funds may only be used for eligible activities consistent with the purpose of this grant program and in accordance with any requirements established by the DEPARTMENT.

V. INELIGIBLE COSTS

Costs not identified as allowable and included within the approved Statement of Work under this Agreement are considered ineligible for funding, in addition to the following:

- A. Work performed outside the approved project area.
- B. Permanent channel modification, dredging, channel realignment, bank stabilization, habitat restoration, or other construction activities unless specifically approved in writing by the DEPARTMENT.
- C. Debris removal from private property unless specifically authorized under the approved Scope of Work.
- D. General maintenance activities unrelated to flood-generated impacts.
- E. Costs incurred prior to the Eligibility Period of Costs Incurred or after the Grant Agreement End Date.
- F. Interest, legal fees, lobbying expenses, and other costs commonly identified as ineligible under state grant requirements.
- G. *Bad Debts* - any losses arising from uncollectible accounts and other claims and related costs.
- H. *Contributions to a contingency reserve* - any funds set aside by the GRANTEE to reimburse unanticipated expenses. Such reserves are not eligible for funding.
- I. *Depreciation* - of facilities or equipment.
- J. *Entertainment* - amusements, social activities, and any related incidental costs, including meals, beverages, lodging, rentals, transportation, and gratuities.
- K. *Fines and penalties* - costs resulting from violations of, or failure to comply with, federal, state, or local laws.
- L. *General expenses, beyond the statement of work, required to carry out overall government responsibilities* - including the salaries and expenses of the chief executive and their staff. Governments include state, local, and federally recognized Indian tribal governments.
- M. *Illegal costs* - costs incurred as a result of procurement practices not in compliance with state or federal procurement laws may be ineligible and not reimbursed at the sole discretion of the Department.
- N. *Interest and other financial costs* - interest on debt, bond discounts, cost of financing and refinancing operations, and legal and professional fees are ineligible, except when authorized by state law.
- O. *Late / past due fees* - incurred by failing to pay vendor invoices, permit fees, or to return items in a timely manner.
- P. *Legal expenses* - related to claims against the DEPARTMENT, and legal services furnished by the chief legal officer of the state, local, or Native American tribal government (or his/her staff) solely for the purpose of discharging his/her general responsibilities as legal officer.
- Q. *Legislative expenses* - salaries and other expenses of members of the state Legislature or similar local governmental bodies (e.g., county boards), if incurred in the members' official capacity.
- R. *Lobbying* - expenses related to lobbying activities.

- S. *Personal injury compensation* - or damages arising from administering Flood Response grant activities, whether determined by adjudication, arbitration, negotiation, or otherwise.

VI. REPORTING, MONITORING AND DOCUMENTATION REQUIREMENTS

- A. The GRANTEE shall submit progress reports to the DEPARTMENT every sixty (60) days throughout the period of performance, unless otherwise directed by the DEPARTMENT. Progress reports shall be submitted in a format prescribed by the DEPARTMENT and shall include, at a minimum:
- A summary of work completed during the reporting period;
 - The status of project activities and estimated percentage of completion;
 - A summary of expenditures during the reporting period and cumulatively to date;
 - Any delays, challenges, or issues affecting project completion;
 - Planned activities for the next reporting period;
 - Updated project schedule, if applicable; and
 - Photographs or other documentation demonstrating project progress, as requested by the DEPARTMENT.
- B. The GRANTEE shall submit a final report within thirty (30) days following completion of the project or the Grant Agreement End Date, whichever occurs first. The final report shall include:
- A summary of all activities completed under the approved Scope of Work;
 - A description of project outcomes and accomplishments;
 - Before-and-after photographs, where applicable;
 - A summary of grant funds expended by activity category;
 - Identification of any remaining grant funds and a description of how such funds were utilized consistent with the terms of this Agreement; and
 - A certification that grant funds were expended and the project is completed in accordance with the terms and conditions of this Agreement.
- C. The GRANTEE shall maintain records sufficient to demonstrate that all claimed costs are reasonable, necessary, and directly related to eligible debris removal activities.
- Before and after photographs.
 - Project location maps.
 - Debris quantity estimates or measurements.
 - Contractor invoices and proof of payment.
 - Force account labor and equipment records.
 - Copies of applicable permits, approvals, or environmental compliance documentation.
 - Records demonstrating debris removal, transport, and disposal activities; and
 - Any additional records necessary to demonstrate compliance with the approved Scope of Work.
- D. The DEPARTMENT reserves the right to conduct site inspections and monitoring activities to verify project completion and eligibility. The GRANTEE shall provide reasonable access to project sites, personnel, records, and supporting documentation necessary for the DEPARTMENT to conduct monitoring activities.
- E. **CORRECTIVE ACTIONS**
- If the DEPARTMENT identifies deficiencies, noncompliance, or concerns during monitoring activities, the DEPARTMENT may require the GRANTEE to provide additional documentation, submit a corrective action plan, or take other actions necessary to demonstrate compliance with the terms of this Agreement.
- F. **FAILURE TO COMPLY**
- Failure to submit required reports, maintain adequate documentation, cooperate with monitoring activities, or comply with the terms and conditions of this Agreement may result in additional monitoring requirements, restrictions on future funding opportunities, or other remedies available to the DEPARTMENT under this Agreement.

VII. BUDGET, PAYMENT, AND TIMELINE

- A. The total Grant Agreement Amount represents the maximum amount of funding awarded to the GRANTEE under this Agreement. Grant funds shall be used solely for activities identified in the approved Scope of Work and in accordance with the terms and conditions of this Agreement.
- B. Grant funds may be used for eligible costs identified in the approved Budget, including travel, contracts, salaries, benefits, equipment, supplies, materials, and other goods and services necessary to complete the approved project.
- C. If travel or subsistence expenses are included as part of the approved Budget, such expenses shall be incurred in accordance with rates established pursuant to RCW 43.03.050 and RCW 43.03.060, as now existing or amended.
Payment of grant funds shall be made by the DEPARTMENT in accordance with the payment schedule established under this Agreement.
- D. The GRANTEE shall maintain receipts, invoices, contracts, payroll records, procurement records, and other supporting documentation sufficient to demonstrate that grant funds were expended on eligible activities authorized under this Agreement. Such records shall be retained in accordance with the records retention requirements of this Agreement and shall be made available to the DEPARTMENT and auditors upon request.
- E. The GRANTEE must request prior written approval from DEPARTMENT Key Personnel to waive or extend a reporting due date identified in the Timeline (Attachment E). Any request for an extension shall be submitted sufficiently in advance of the due date to allow adequate time for DEPARTMENT review and consideration and may be granted or denied at the sole discretion of the DEPARTMENT. Failure to submit required reports may be considered when assessing the GRANTEE's level of risk and may result in additional monitoring activities.
- F. All work under this Agreement must be completed on or before the Grant Agreement End Date unless otherwise authorized by written amendment or written notification from the DEPARTMENT within thirty (30) days before the Grant Agreement End Date, except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the DEPARTMENT to the GRANTEE providing additional time.
- G. Grant funds shall be used only for activities conducted during the Period of Performance identified in this Agreement. Activities occurring outside the approved Period of Performance may be determined ineligible at the sole discretion of the DEPARTMENT.
- H. All equipment, supplies, materials, and services funded under this Agreement shall be acquired and received prior to the Grant Agreement End Date unless otherwise approved by the DEPARTMENT.
- I. Failure to submit timely, accurate, and complete reports required by this Agreement, including reports identified in the Timeline (Attachment E), may result in additional monitoring, corrective actions, restrictions on future funding opportunities, or other remedies available to the DEPARTMENT under this Agreement.
- J. The GRANTEE shall submit all required final reports and supporting documentation within thirty (30) days following project completion or the Grant Agreement End Date, unless otherwise authorized by the DEPARTMENT.

VIII. THE MILITARY DEPARTMENT AGREES TO:

- A. Subject to the availability of appropriated funds and the terms and conditions of this Agreement, the DEPARTMENT shall provide grant funding to the GRANTEE in an amount not to exceed the Grant Agreement Amount identified in this Agreement. Payment shall be made in accordance with the payment provisions established by the DEPARTMENT and set forth in this Agreement.

- B. The DEPARTMENT shall provide technical assistance, monitoring, and oversight necessary to support compliance with the requirements of this Agreement and the Flood Response: Waterway and Debris Clearance Grant Program.
- C. The DEPARTMENT shall review progress reports, final reports, and other documentation submitted by the GRANTEE to monitor project performance and compliance with the terms and conditions of this Agreement.
- D. If questions arise regarding reports, documentation, project activities, or compliance with this Agreement, the DEPARTMENT shall notify the GRANTEE via e-mail, telephone, or written correspondence. The GRANTEE shall have seven (7) business days, or another timeframe specified by the DEPARTMENT, to provide the requested information or documentation.
- E. The DEPARTMENT reserves the right to conduct monitoring activities, including desk reviews, site inspections, and review of supporting documentation, to verify that grant funds are being used in accordance with the approved Scope of Work and the terms and conditions of this Agreement.

GENERAL TERMS AND CONDITIONS**1) DEFINITIONS**

As used throughout this Agreement the following terms shall have the meanings set forth below:

- A. "DEPARTMENT" shall mean the Washington Military Department (WMD).
- B. "GRANTEE" shall mean the named county, city, tribe, or other political subdivision performing activities under this Agreement. It shall include any contractor retained by the GRANTEE as permitted under the terms of this Agreement.
- C. "Contractor" shall mean one, not in the employment of the GRANTEE, who is performing all or part of those services under this Agreement under a separate contract with the GRANTEE.
- D. "Monitoring Activities" means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities, and policies.
- E. "WAC" is defined and used herein to mean the Washington Administrative Code.
- F. "RCW" is defined and used herein to mean the Revised Code of Washington.

2) ACCESS TO PUBLIC RECORDS

- A. The Parties acknowledge that the DEPARTMENT is subject to the Public Records Act, Chapter 42.56 RCW, and that records prepared, owned, used, or retained by the DEPARTMENT relating to the conduct of government or the performance of any governmental or proprietary function are available for public inspection or copying, except as exempt under RCW 42.56 or other statute which exempts or prohibits disclosure of specific information or records.
- B. The GRANTEE shall provide access to data generated under this Agreement to the DEPARTMENT and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and methodology for those models.
- C. Access to Data - State law prohibits state agencies from entering into agreements when the contractor could charge additional costs to the agency, the Joint Legislative Audit and Review Committee, or the Office of the State Auditor for access to data generated under the Agreement. Therefore, all such data will be provided at no additional expense. For the purposes of this requirement, "data" includes all information that supports the findings, conclusions, and recommendations of the contractor's reports, including computer models and methodology for those models.

3) ADVANCE PAYMENTS PROHIBITED

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the DEPARTMENT.

4) AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 et seq. (also referred to as the "ADA") and its implementing regulations at 28 CFR Part 35.

The GRANTEE 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 telecommunication.

5) ATTORNEY'S FEES

Except as provided in the section entitled "Recapture Provisions", in the event of litigation or other action brought to enforce the terms of this Agreement or alternate dispute resolution process, each party agrees to bear its own attorney's fees and costs.

6) COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND DEPARTMENT POLICIES

The GRANTEE shall comply with, and the DEPARTMENT is not responsible for determining compliance with any and all applicable federal, state, and local laws, regulations, executive orders, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the ADA; ethics in laws and policies; Public Disclosure (RCW 42.56); and safety and health regulations. In the event of the GRANTEE's noncompliance or refusal to comply with any applicable law, regulation, executive order, or policy, the DEPARTMENT may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The GRANTEE is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order, or policy.

7) AGREEMENT MODIFICATIONS

The Parties may request changes to the AGREEMENT. All mutually agreed changes shall be incorporated by written amendment. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the parties, and any oral understanding or agreements shall not be binding.

8) GRANTEE'S EMPLOYEES NOT EMPLOYEES OF DEPARTMENT

The GRANTEE and/or employees, contractors, or agents performing under this Agreement, are not employees or agents of the DEPARTMENT in any manner whatsoever. The GRANTEE will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington for any reason, nor will the GRANTEE make any claim, demand, or application to or for any right, privilege, or benefit applicable to an officer or employee of the DEPARTMENT or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege, or benefit which would accrue to a civil service employee under RCW 41.06. It is understood that if the GRANTEE is another state agency, the officers and employees are employed by the State of Washington in their own right.

9) DISCLOSURE

The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the GRANTEE's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the DEPARTMENT or as required to comply with RCW 42.56, the Public Records Act, or court order.

10) DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the GRANTEE, and a third party mutually agreed upon by both parties. The team shall, by majority vote, resolve the dispute. The parties agree that this dispute process shall be final and there will be no appeal of the decision.

11) GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be proper only in Thurston County. The GRANTEE, by execution of this Agreement, acknowledges the jurisdiction of the courts of Washington in this matter.

12) HOLD HARMLESS

The GRANTEE agrees to defend, hold harmless, and indemnify the State of Washington and the DEPARTMENT, their officers, agents, employees, and assigns against any and all damages or claims from damages resulting or allegedly resulting from the GRANTEE's performance or activities hereunder, including the performance of any contractor(s).

13) INSURANCE, INDUSTRIAL COVERAGE

Prior to performing work under this Agreement, the GRANTEE shall provide industrial insurance coverage for the GRANTEE's employees, as may be required by Title 51 RCW. The DEPARTMENT will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for a consultant or any subcontractor or employee of the GRANTEE, which may arise during the performance of services under this Agreement.

14) INSURANCE, GENERAL COVERAGE

The DEPARTMENT and its officers, employees, and agents, while acting in good faith within the scope of their official duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against the DEPARTMENT and its employees, officers, and agents in the performance of their official duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130. The GRANTEE hereby notifies the DEPARTMENT that as a Federally Recognized Tribe, Washington State Agency, or Local Government of the State of Washington and in accordance with Washington law, the GRANTEE has full loss coverage for itself, its officers, employees, and agents, through self-insurance and/or the purchase of insurance. Upon the DEPARTMENT's request, the GRANTEE will provide the DEPARTMENT with details of its self-insured retention, proof of its additional insurance, and all loss coverage. This program of self-insurance and/or purchased insurance includes general liability, automobile liability, workers compensation, and employers' liability.

15) LIABILITY

To the extent permitted by applicable law, each party to this Agreement shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its employees, agents, officers, contractors, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

16) LIMITATION OF AUTHORITY

Only the assigned Authorized Signature for the DEPARTMENT or an assigned 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 Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by the authorized person.

17) LOSS OF FUNDING

In the event funding from state sources is withdrawn, reduced, or limited in any way after the effective date of the Agreement, the DEPARTMENT may suspend or terminate, or renegotiate the Agreement, without cause under the "Termination" clause and without the thirty (30) day notice requirement.

18) NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, nor the work to be provided under this Agreement, and any claim arising thereunder, shall be assigned or delegated by either party, in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

19) NONDISCRIMINATION

During the performance of this Agreement, the GRANTEE shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

- A. Nondiscrimination in Employment: The GRANTEE shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, citizenship or immigration status, family with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of trained dog guide or service animal by a person with a disability. This requirement does not apply, however, to a religious corporation, association, educational institution, or society with

respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

- B. The GRANTEE shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, creed, color, national origin, citizenship or immigration status, family with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of trained dog guide or service animal by a person with a disability. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment selection for training, including apprenticeships and volunteers.

20) RECAPTURE PROVISION

In the event the GRANTEE fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws and/or the provisions of the Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Agreement of funds under this recapture provision shall occur within thirty (30) days of demand.

In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs thereof, including attorney fees, from the GRANTEE.

21) RECORDS, MONITORING, AND AUDIT ACCESS

- A. The GRANTEE shall perform under the terms of the Agreement and the DEPARTMENT may conduct reasonable and necessary monitoring of the GRANTEE's performance.
- B. To permit such monitoring, the GRANTEE shall maintain books, records, documents, and other evidence, and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the DEPARTMENT, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or agreement.
- C. The GRANTEE will retain all books, records, documents, and other materials relevant to this Agreement for six (6) years from the date final payment is made hereunder and make them available for inspection by persons authorized under this provision.
- D. The DEPARTMENT or the State Auditor or any of their representatives and federal officials so authorized by law, rule, regulation, or agreement shall have full access to and the right to examine during normal business hours and as often as the DEPARTMENT or the State Auditor may deem necessary, all of the GRANTEE's records with respect to all matters covered in this Agreement. Such rights last for six (6) years from the date final payment is made hereunder.
- E. The GRANTEE shall cooperate with and freely participate in any monitoring, audit or evaluation activities conducted by the DEPARTMENT that are pertinent to the intent of this Agreement.

22) SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

23) CONTRACTING

The GRANTEE shall comply with all applicable procurement laws, rules, and requirements. This will include the use of a competitive procurement process in the award of any contracts with its contractors and sub-contractors that are entered into under this Agreement. All contracting and sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

24) TERMINATION

- A. If, through any cause, the GRANTEE or its contractors or sub-contractors fails to fulfill in a timely and proper manner its obligations under this Agreement or if the GRANTEE or its contractors or sub-contractors violates any of its covenants, agreements, or stipulations of this Agreement, the DEPARTMENT shall thereupon have the right to terminate this Agreement and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the GRANTEE describing such default or violation.
- B. Notwithstanding any provisions of this Agreement, either party may terminate this Agreement without cause by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. If this Agreement is so terminated, the DEPARTMENT shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination. Upon notice of such termination, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, and prohibit the GRANTEE from incurring additional obligations of funds.
- C. Upon termination of this Agreement, the GRANTEE shall cease all grant-funded activities unless otherwise authorized by the DEPARTMENT and shall provide documentation demonstrating the use of grant funds up to the effective date of termination. Grant funds expended prior to termination must have been used in accordance with the terms and conditions of this Agreement.
- D. The DEPARTMENT may unilaterally terminate or suspend all or part of this Agreement without cause, or may reduce its statement of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Agreement.

25) TRAVEL AND SUBSISTENCE EXPENSES

If travel or subsistence expenses are included in the approved Budget and Scope of Work, such expenses shall be incurred in accordance with rates established pursuant to RCW 43.03.050 and RCW 43.03.060, as now existing or amended. The GRANTEE shall maintain receipts and supporting documentation for all authorized travel-related expenses, except meals and mileage, and shall make such documentation available to the DEPARTMENT upon request for monitoring, audit, or compliance purposes.

26) TREATMENT OF ASSETS

Upon successful completion of the terms of this Agreement, all assets, including equipment, purchased through this Agreement will be owned by the GRANTEE unless otherwise specified by the funding source. The GRANTEE shall be responsible for any and all operation and maintenance expenses and for the safe operation of said equipment including all questions of liability.

27) WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the Director or Contracts Administrator and attached to the original Agreement.

STATEMENT OF WORK

State Flood Response Grant Funding

The purpose of this attachment is to identify the activities planned by the GRANTEE under this Grant Agreement.

Lewis County will assess, remove, transport, and properly dispose of flood-generated debris deposited within the Cowlitz River system as a result of the December 2025 severe weather and flooding event. The debris was displaced and transported by floodwaters and includes large debris items such as two Conex shipping containers, approximately six recreational vehicles, one vehicle, and additional mixed household and flood-generated debris.

The identified debris is located within active river channels, along riverbanks, and in other debris accumulation areas, including locations near Cascade Peaks Campground and River Run Campground and other locations identified through field assessments and drone reconnaissance. The debris poses ongoing risks to public safety, critical infrastructure, water quality, flood conveyance, navigation, and downstream resources. During future high-water events, large debris could become mobilized and damage or obstruct bridges, roadways, utilities, transportation corridors, and other downstream infrastructure, as well as create hazards for residents, recreational users, and emergency responders.

Project activities will include:

- Conducting site assessments and documenting flood-generated debris locations, quantities, and conditions;
- Coordinating with applicable regulatory agencies, including the Washington Department of Fish and Wildlife (WDFW), Washington Department of Natural Resources (DNR) Aquatics, and Washington State Department of Ecology, as appropriate;
- Obtaining required permits, environmental clearances, access agreements, and other authorizations necessary to complete the work;
- Coordinating with affected private property owners and other stakeholders, as necessary, to obtain site access;
- Mobilizing qualified contractors and specialized equipment necessary to safely remove large and difficult-to-access debris;
- Removing identified flood-generated debris, including Conex containers, recreational vehicles, vehicles, and other large and mixed debris, from the Cowlitz River system;
- Transporting removed debris to appropriate locations for processing, recycling, or disposal;
- Properly disposing of debris at approved facilities in accordance with applicable federal, state, and local requirements; and
- Completing project management, contractor oversight, site documentation, and other activities necessary to complete the debris removal project.

Lewis County has identified and documented multiple debris locations through field observations, damage assessments, stakeholder coordination, and drone reconnaissance. The County will prioritize removal based on the size and location of debris, potential for mobilization during future high-water events, threats to public safety and infrastructure, and potential impacts to river conveyance and downstream resources.

Work will be performed in accordance with applicable regulatory requirements, permits, environmental protections, and authorized in-water work windows. Lewis County will coordinate with regulatory agencies and property owners as necessary to complete the work safely and minimize impacts to the Cowlitz River system.

Grant funds will support eligible costs associated with site assessment, permitting and environmental coordination, contractor mobilization, debris removal, transportation, disposal, and associated project management necessary to complete the activities described in this Statement of Work.

BUDGET**State Flood Response Grant Funding**

The purpose of this attachment is to identify how the funding is budgeted for the identified activities in the Statement of Work. If funding is identified as not being required, contact the DEPARTMENT as soon as possible so funding can be reallocated.

Preliminary Budget Estimate:

Budget Category	Estimated Cost
Salaries & Benefits	\$90,000
Materials & Supplies	\$25,000
Equipment	\$125,000
Contractor/Consultant Services	\$855,000
Disposal	\$205,000
Other	\$80,000
Management & Administration	\$120,000
Total Estimated Project Cost	\$1,500,000

TIMELINE**State Flood Response Grant Funding**

The purpose of this attachment is to identify applicable and agreed upon due dates for Grant Agreement milestones to include deliverables that must be submitted to the Department. Both the Department and the Subrecipient shall monitor adherence with the dates below.

DATE	TASK
Upon execution	Grant Agreement start date
Upon executed Grant Agreement	Submit Payment Request
October 11, 2026	First 60-day Progress Report Due
November 2026	Estimated Start of Project
December 10, 2026	Second 60-day Progress Report Due
February 8, 2027	Third 60-day Progress Report Due
April 9, 2027	Fourth 60-day Progress Report Due
Within 30 days of project completion	Submit Notice of Completion and Final Report for Grant Closeout
June 30, 2027	Grant Agreement End Date