

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

TO: Board of Commissioners
Philip Morley, County Administrator

FROM: Sheriff Tony Hernandez

DATE: November 14, 2011

RE: MOU with Marine Exchange of Puget Sound acting as
Fiduciary Agent for the FY2009-PU-T9-K044 FEMA
Homeland Security Port Security Grant Program (PSGP)

STATEMENT OF ISSUE:

Jefferson County Sheriff's Office has been allocated funds in the form of a grant for construction of a 25-28 foot marine vessel as part of a Homeland Security Vessel program to enhance local agencies' ability to deliver layered protection in the Puget Sound waterways. Marine Exchange of Puget Sound has an agreement with FEMA to act as the fiduciary agency for these funds. The Sheriff's Office is asking the Board of Commissioners to enter into an agreement with Marine Exchange as FEMA's pass-through agent to receive these funds.

ANALYSIS:

Jefferson County Sheriff's Office protects 1800 square miles of land mass and 300 miles of waterway and is bordered by the Pacific Ocean on the west end. The service area includes 2 state highways & the Hood Canal Floating Bridge (HCFB). The HCFB is the world's longest floating bridge on a salt-water tidal basin; 7,869 ft long. According to the WA State Dept. of Transportation 2006 statistics, nearly 600,000 vehicles cross back and forth across the HCFB on a monthly basis. Besides being the main travel route onto the North Olympic Peninsula, the HCFB is also critical infrastructure to National Security Homeland Defense. It crosses the water that leads to and from Bangor, the largest West Coast US Navy submarine base. In addition, fully loaded military vehicles transporting ammunition and ordnance regularly transit the district along Washington's State Route 104 and cross the strategically and economically important Hood Canal Bridge enroute to United States Naval Magazine Indian Island, a major weapons handling facility. Finally, we protect two international shipping lanes that serve the Ports of Seattle and Tacoma as well as an International Port of Entry in Pt. Townsend.

By state WAC 352-65-040, it is the Sheriff's responsibility to respond to and/or coordinate response to boating emergencies within its jurisdiction. The Sheriff's Office current boat is over 15 years old and, due to age and use, is not well suited to open water operations. The new vessel will be capable of open water response.

FISCAL IMPACT:

The total cost of the new vessel is \$310,520. The Sheriff's Office has been awarded a grant for \$232,890 with a match of \$77,630. The Sheriff's Office has accumulated vessel registration fees in its Boating Safety Fund towards the match. Each year under WAC 88.02.045, the Sheriff's Office is allocated a portion of vessel registrations fees paid to the state. As mandated by WAC, these funds are deposited in an account dedicated solely for supporting the jurisdiction's boating safety programs.

The boat will be constructed in 2012 and the projected 2011 fund year end cash balance and already committed vessel registration fees to be received in 2012 will cover the match. Vessel registration fees for subsequent years along with boating safety grants will cover maintenance and operation of the vessel. Funds covering the addition of this vessel will be provided by the Boating Safety Fund, which is dedicated solely to the operation of the Sheriff's Boating Safety Program. The General Fund will not be impacted by this grant.

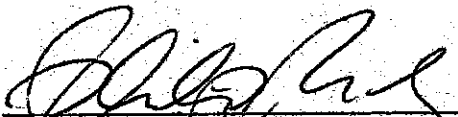
RECOMMENDATION:

Approve MOU. This grant will provide a much needed vessel for our Boating Safety Program at no cost to the General Fund.

DEPARTMENT CONTACT:

Sheriff Hernandez

REVIEWED BY:


Philip Morley, County Administrator

11/8/11
Date

PSGP FY09 MEMORANDUM OF AGREEMENT (MOA)

Between

MARINE EXCHANGE OF PUGET SOUND

And

JEFFERSON COUNTY SHERIFF'S OFFICE

This Agreement is made and entered into by and between Northwest Maritime Advisory Service, d/b/a Marine Exchange of Puget Sound ("Marine Exchange"), a Washington corporation, and Jefferson County Sheriff's Office ("Subgrantee").

WHEREAS, Marine Exchange has been appointed by the Federal Emergency Management Agency ("FEMA") to act as the Puget Sound Fiduciary Agent ("the FA") for the FY 2009 Port Security Grant Program ("PSGP"), pursuant to § 46 USC 70107 and the Maritime Transportation Security Act; and

WHEREAS, a Cooperative Agreement between the FA and FEMA, incorporated into this MOA as Appendix A, makes the FA responsible for management and administration of PSGP grant award 2009-PU-T9-K044 ("the Award") and designates the FA as the direct representative of FEMA and intermediary and funding pass-through agent between FEMA and Subgrantees; and

WHEREAS, the FA's role includes but is not limited to the following tasks:

- Serve as funds pass-through agent while maintaining fiscal integrity of the Award;
- Receive funds from FEMA and disburse funds to Subgrantees in accordance with FEMA guidelines and policies, Federal grant and procurement laws, and Subgrantee's approved Investment Justification(s) (IJ(s)) including corresponding budgets, which are incorporated in to this MOA as Appendix B;
- Ensure that procurement and payment documentation provided by Subgrantee is adequate to satisfy subsequent Federal agency audits;
- Monitor Subgrantee's financial and accounting policies and practices with regard to the Project(s) identified below to ensure that they properly address and comply with FEMA guidelines and policies and with Federal grant and procurement laws;
- Conduct all necessary interactions with FEMA on matters such as project scope and budget changes, environmental and historic preservation (EHP) requirements, timeline extensions, and other such matters; and
- Monitor Subgrantee's progress in carrying out work on the Project(s) identified below in a timely fashion in order to complete them within the FY09 grant period; and

WHEREAS, Subgrantee has requested and been granted an allocation of funds from grant award 2009-PU-T9-K044 ("the Subaward") for the following Project(s):

- 2009-PU-T9-K044-41, Homeland Security Vessel & Trailer

WHEREAS, Subgrantee will plan, develop, and execute that (those) Project(s) in accordance with and as defined in the IJ(s) in Appendix B; and

WHEREAS, the purpose of this MOA is to establish the conditions and circumstances under which the FA will manage and administer the Subaward and will disburse funds to Subgrantee for approved costs incurred in carrying out the Project(s) identified above;

THEREFORE, the parties agree as follows:

1. Pre-Project and Project Initiation Activities

- a. With regard to each Project, when FEMA notifies the FA that all conditions imposed by FEMA for the Project have been satisfied, and after this MOA has been signed by both parties, the FA shall notify Subgrantee that its Subaward for that Project is formally effective. Such notification shall be made by electronic or other written means; and the date of that electronic or other written notice shall constitute the effective date of the Subaward.
- b. Subgrantee shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws. Subgrantee is responsible for identifying and obtaining all other required federal, state, and local permits and/or approvals necessary to complete projects. The responsibility to ascertain and comply with all environmental and permitting requirements lies exclusively with the Subgrantee.
- c. Subgrantee shall not begin any work on any Project, including any obligation of funds, until informed by the FA that the Subaward for that Project is effective.
- d. Prior to beginning the Project(s), Subgrantee shall provide the following assurances to the FA:
 - SBA Form 1623 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters
 - Certification Regarding Drug-Free Workplace Requirements
 - U.S. Dept. of Commerce Form CD-511 – Certification Regarding Lobbying
 - Standard Form LLL – Disclosure of Lobbying Activities (only if Subgrantee has engaged in lobbying)
 - Standard Form 242B – Assurances – Non-Construction Programs (if project is not a construction project)
 - Standard Form 242D – Assurances – Construction Programs (if project is a construction project)
 - Accounting System and Financial Capability Questionnaire (if Subgrantee has not had an active
 - Federal grant within the past three years)

Subgrantee agrees to be bound by and comply with these assurances throughout the MOA period and to bind its contractors, consultants, and vendors to the same assurances..
- e. If Subgrantee is a consortium, prior to beginning work on the Project(s), it shall provide to the FA an MOA or other document clearly setting out the identity of the consortium's coordinator or facilitator and how the consortium will operate and how distribution and use of the resources provided by the Subaward will be managed.

- f. If Subgrantee plans to provide an in-kind cost share, it shall provide documentation on all elements of the cost share to the FA prior to beginning the Project(s). Such documentation shall include all information necessary to determine that the cost is an appropriate in-kind cost share under PSGP guidelines, including depreciated value and date of acquisition.
- g. Subgrantee shall begin each Project within sixty (60) days following the effective date of the Subaward for that Project, or this agreement may be subject to cancellation with regard to that Project. Evidence of beginning each Project shall be reported to the FA within sixty (60) days and may include, but is not limited to, project time line, written and/or electronic communications, development and issue of solicitation announcements, contracting documents, purchase orders, and/or similar compliance documents acceptable to the FA.
- h. Subgrantee understands and warrants that funds received under this MOA shall supplement, but not supplant or replace state or local funds or other resources that otherwise, in the absence of such funds, would have been made available for the Project(s) to be executed under this MOA, and that if such other funds or resources would otherwise have been made available, Subgrantee may be required to repay funds received.

2. Project Performance

- a. Subgrantee shall comply with all federal statutes, regulations and guidance applicable to administration of a PSGP Subaward, including but not limited to

- With regard to administrative requirements:
 - For state, local, and tribal governments: 44 CFR Part 13 (OMB Circular A-102)
 - For all other Subgrantees: 2 CFR Part 215 (OMB Circular A-110)
- With regard to cost principles:
 - For state, local, and tribal governments: 2 CFR Part 225 (OMB Circular A-87)
 - For colleges and universities: 2 CFR Part 220 (OMB Circular A-21)
 - For not-for-profits: 2 CFR Part 230 (OMB Circular A-122)
 - For for-profits: 48 CFR Part 31 (FAR 31.2)
- With regard to audit requirements:
 - For all Subgrantees: OMB Circular A-133, which requires an annual organization-wide or program audit if Subgrantee expends \$500,000 or more of federal funds during its fiscal year, unless a lower threshold is established by any applicable rule, regulation or standard.
- PSGP FY 10 Guidance

The FA will provide technical assistance where possible, but Subgrantee shall be responsible for familiarity and compliance with relevant federal statutes, regulations, and PSGP guidance. Subgrantee shall also assure that where applicable, all recipients of grant funds also comply. Subgrantee's obligation to comply with these statutes, regulations, and guidance exist separate and apart from this MOA and shall survive expiration or earlier termination of the MOA.

- b. Subgrantee shall be additionally guided and governed by, and shall strictly adhere to, the requirements in "Marine Exchange of Puget Sound PSGP Procurement and Purchasing Policies and Procedures" which is hereby incorporated by reference and made a non-severable part of this Agreement. Marine Exchange shall make changes in that document when required in order for Subgrantee to comply with federal laws, regulations, or policy, and shall inform Subgrantee by electronic or other written means within five (5) business days of such changes.

- c. The FA and Subgrantee agree to abide by all Special Conditions of the Cooperative Agreement in Appendix A. Subgrantee shall also comply with the following requirement specified by FEMA as a condition of Subaward approval: NA
- d. Subgrantee agrees to use all reasonable means to complete the Project(s) by March 31, 2012. If all reasonable means have been used and the Project(s) cannot be completed by that date, the FA will attempt to obtain one or more project performance period extensions from FEMA, but in no case will extensions for project completion, including filing of final reports, be granted beyond June 30, 2014.
- e. The FA is the primary contact with FEMA regarding projects under this MOA. If Subgrantee has any questions, problems, or issues regarding projects, Subgrantee should make every possible attempt to resolve them with the FA rather than contacting FEMA. The FA will, in any event, be involved in any resolution handled in coordination with FEMA.
- f. Subgrantee must get FA approval for any major project changes, including but not limited to project intent or scope, including location or capability of equipment, equipment or services not included in the original IJ and budget, any other budget changes, and grant performance period. Subgrantee shall notify the FA electronically or by other written means of any such proposed major changes. The FA will submit the proposed changes to FEMA if necessary, and upon approval, the FA will incorporate the changes into a revised Appendix B. Subgrantee shall not enter into any contract and/or purchase agreement for the amended scope or budget until the FA provides notice by electronic or other written means that the change is approved.
- g. Subgrantee shall not enter into contracts and/or purchase agreements for execution of the Project(s) for any items and services except those that are listed, specifically or as part of a group of items or services, in the approved budget for that Project in Appendix B, as revised in accordance with paragraph 2.f. of this MOA.
- h. All contracts for execution of any Project shall provide that Subgrantee, or the designated coordinator if Subgrantee is a consortium, shall retain ultimate control and responsibility for the proper execution of the Project and that contract and purchasing requirements as detailed herein, including those in Appendix A, will also apply and bind any contractor, consultant or vendor when so required by federal statute and regulations.
- i. In any case in which Subgrantee enters into a contract with third parties, the FA is not a party to such a contract and shall not be obligated or liable for any breach of contract or other action at law or in equity to any party other than Subgrantee.
- j. Subgrantee shall maintain effective safeguards, control, and accountability for all property acquired using funds under the Subaward and assure that it is used solely for authorized grant purposes as described in Subgrantee's IJ(s). Title to and disposal of property shall be handled in accordance with OMB Circulars A-102 and A-110.

3. Monitoring and Reporting

- a. Throughout the Project(s), Subgrantee agrees to facilitate the FA's monitoring responsibilities by providing reasonable response to requests from the FA, including but not limited to the following:

- Designation of a Project Manager with daily, hands-on involvement in the Project(s), who shall respond to routine inquiries about the Project(s). Initial Project Manager is:

Name: Jason Avery Phone: (360) 385-3831 ext. 627

Email: javery@co.jefferson.wa.us

- Designation of a specific financial person who is involved in or supervises invoicing and processing of reimbursements, and who shall respond to requests to monitor financial policies, processes, and records. Initial financial contact is:

Name: Susan Zoya Phone: (360) 344-9745

Email: Szoza@co.jefferson.wa.us

- Provision of prompt notice to the FA, by electronic or other written means from the Project Manager or Subgrantee's signator to this MOA, if these personnel change
 - Ensuring that reasonable access to required information about the Project(s) is granted to the FA and, when requested, to FEMA.
 - Periodically allowing the FA to make an on-site physical inspection of the Project(s).
 - Notifying the FA when key milestones have been reached in the Project(s).
- b. Subgrantee shall submit programmatic and financial reports on the Project(s) at such times and in such format as the FA prescribes. These reports shall include but not be limited to quarterly financial reports submitted not later than the 15th day of January, April, July and October; semi-annual progress reports by the 15th of January and July each year; and final reports required by FEMA to close out the Project(s). The final reports must be filed with the FA within thirty (30) days after completion of each Project, and in no event later than June 30, 2014. The FA will not pay the final cost invoice for any Project until it has received and approved the final close-out reports for that Project.
- c. Subgrantee shall notify FA of any program income generated by a Project within the month following the month when it is earned, and shall comply with provisions of OMB Circular A-110 with regard to handling of such income.

4. Funding and Payments

- a. In executing this MOA, the FA shall follow all of its normal accounting policies and practices including the issuance of an internal purchase order for the amount expected to be received from FEMA and disbursed to Subgrantee for each Project.
- b. In matters of invoices, payments, and reimbursements, Subgrantee and the FA shall comply with the provisions of "Marine Exchange of Puget Sound PSGP Procurement and Purchasing Policies and Procedures," which is further described in paragraph 2.b. of this MOA. The FA may make exceptions to the provisions of that document in a one-time case of extreme hardship or extenuating circumstances, at the sole discretion of the FA.
- c. Subgrantee understands and acknowledges that only certain costs are allowable under federal law and the PSGP guidelines, and that FEMA's approval of Subgrantee's Subaward neither guarantees that all items and amounts in the approved budget are allowable nor supercedes or waives PSGP provisions regarding allowable costs.
- d. In no event shall the FA be obligated to reimburse Subgrantee for any Project-related expenditures in amounts not expressly included in the approved budget for that Project in Appendix B, as revised in accordance with paragraph 2.f. of this MOA.
- e. The FA may suspend payments to Subgrantee if Subgrantee fails to comply with:
- The terms and conditions of the Subaward, including the intent stated in Subgrantee's IJ; or
 - Any provision of this MOA, including but not limited to the assurances in Section 1.d. or Appendix A of this MOA, or the document titled in "Marine Exchange of Puget Sound PSGP Procurement and Purchasing Policies and Procedures"; or

- PSGP FY09 Guidance or any federal, state, or local law related to a Project;

Upon such finding, the FA shall notify the Subgrantee in writing to correct any deficiencies found. If said deficiencies are not corrected within fifteen (15) business days, after consultation with FEMA, the Fiduciary Agent may suspend or cancel this MOA and the Subaward upon furnishing electronic or other written notice of such action to Subgrantee.

- f. Subgrantee understands and acknowledges that any of the compliance failures cited in Section 4.e. may result in a requirement by FEMA that funding already received must be repaid.
- g. Subgrantee understands and acknowledges that the FA is a pass-through agent for FEMA funds, and that if any funds are required to be repaid to the federal government because of findings of an audit by a federal authority or for any other reason, the FA shall not be liable for such repayment.

5. Other Provisions

- a. This MOA shall be binding on all parties thereto.
- b. If Subgrantee is a consortium, the coordinator or facilitator identified in accordance with paragraph 1.e. of this MOA shall be responsible for compliance by all members of the consortium with the provisions of this MOA and associated applicable statutes, regulations, and other requirements.
- c. Subgrantee shall not assign or transfer any interest in this MOA or the Subaward without prior written consent of the FA and FEMA. This specifically includes any assignment and/or transfer occurring as a matter of law or of Subgrantee ownership transfer.
- d. The failure of the FA to insist upon strict performance of any provision of this agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such a breach, shall not constitute a waiver of any rights assigned to the FA under this MOA.
- e. The FA encourages Subgrantee to obtain and maintain, for the duration of this MOA, the following insurance, with the FA named as an additional insured:
 - Commercial General Liability insurance on ISO Form CG 00 01 10 01 (or equivalent)
 - Professional Liability Insurance (Errors and Omissions)
 - Employer's Crime Insurance (Fidelity Bond)

If Subgrantee does not obtain and maintain the described insurance, Subgrantee shall indemnify, defend, and hold harmless the FA and its officers, directors, employees, contractors, and agents, from and against all liability, loss, cost or expense (including attorney's fees) by reason of liability imposed upon the FA that would have been covered by said insurance if Subgrantee had obtained and maintained it.

- f. Subgrantee shall indemnify, defend and hold harmless the FA, arising out of or related to Subgrantee's performance under this MOA and/or the Subgrantee's conduct of the Project(s), whether caused by or contributed to by the FA or any other party indemnified herein, including but not limited to any breach, misfeasance, malfeasance, negligent or intentional acts of Subgrantee, its officers, agents, or employees or its contractors or subcontractors or their officers, agents, or employees, unless such a loss is caused solely by the misfeasance, malfeasance, or negligence of the FA, its officers, directors, employees or agents. Such indemnity shall survive the expiration or earlier termination of this MOA.
- g. Notices shall be delivered to the addresses or e-mails shown in the signature blocks of this MOA unless one or both of the parties provide change of such contact information by electronic or other written means.

- h. If a dispute arises out of or relates to this MOA, or a breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to arbitration, litigation or other adversarial dispute resolution process. The mediation and any subsequent dispute resolution process, including litigation, are to be conducted in the English language in the city of Seattle, Washington.
- i. This MOA, along with the Appendices and other materials referred to in the MOA, constitute the entire agreement between the FA and the Subgrantee as to the Subaward and the Project(s). Any and all prior writings between those parties pertaining to those subjects shall have no legally binding effect, and except as otherwise expressly provided in the MOA or the documents to which it refers, neither shall any contemporaneous or subsequent changes to the Parties' agreement on these topics unless made in writing and signed by both Parties.

This MOA shall take effect on the date of signing by both parties and shall remain in effect for the duration of the Award period, ending September 30, 2014, unless terminated earlier as provided herein.

MARINE EXCHANGE OF PUGET SOUND
100 West Harrison, Suite S-560, Seattle WA 98119

E-mail: psgp@marineexchangesea.com

Dated: _____

Signed: _____
John E. Veentjer, Executive Director

JEFFERSON COUNTY SHERIFF'S OFFICE
79 Elkins Road
Port Hadlock, WA 98339

E-mail: ahernandez@co.jefferson.wa.us

Dated: _____

Signed: _____

John Austin
Print Name

Jefferson County Commissioner
Title

Approved as to form only:

David Brown 11/9/2011
Jefferson Co. Prosecutor's Office

APPENDICES TO
PSGP FY09 MEMORANDUM OF AGREEMENT (MOA)

Between

MARINE EXCHANGE OF PUGET SOUND

And

JEFFERSON COUNTY SHERIFF'S OFFICE

Appendix A Cooperative Agreement Between the Federal Emergency Management Agency and Marine Exchange of Puget Sound for management and administration of PSGP grant award 2009-PU-T9-K044

Appendix B Investment Justification and Budget for PSGP grant award 2009-PU-T9-K044-41, Homeland Security Vessel & Trailer Project



Department of Homeland Security FEMA
Grant Programs Directorate

Cooperative Agreement

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1. RECIPIENT NAME AND ADDRESS (including Zip Code) Northwest Maritime Advisory Services (DBA Marine Exchange) 100 W Harrison St, Suite S-560 Seattle, WA 98199		4. AWARD NUMBER: 2009-PU-T9-K044	
		5. PROJECT PERIOD: FROM 06/01/2009 TO 05/31/2012 BUDGET PERIOD: FROM 06/01/2009 TO 05/31/2012	
1A. GRANTEE IRS/VENDOR NO. VG0003394		6. AWARD DATE 08/07/2009	7. ACTION Initial
		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT	\$ 0
3. PROJECT TITLE FY 2009 Port Security Grant Program		10. AMOUNT OF THIS AWARD	\$ 26,888,749
		11. TOTAL AWARD	\$ 26,888,749
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, 2009, P.L. No. 110-329			
15. METHOD OF PAYMENT PARS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING DHS OFFICIAL W. Ross Ashley, III Assistant Administrator, Grant Programs Directorate		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL John E. Veentjer Executive Director	
17. SIGNATURE OF APPROVING DHS OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT 9 T PU 10 00 00 26888749		21. PU09V40110	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

Approved as to form only!

David Alamy 11/9/2011
Jefferson Co. Prosecutor's Office



Department of Homeland Security
FEMA
Grant Programs Directorate

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 2 OF 3

PROJECT NUMBER 2009-PU-T9-K044

AWARD DATE 08/07/2009

SPECIAL CONDITIONS

- I. The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:
 - A. Administrative Requirements
 1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
 2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
 - B. Cost Principles
 1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
 2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
 3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
 4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations
 - C. Audit Requirements
 1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
3. The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2009 Port Security Grant Program guidance and application kit.
4. The Department of Homeland Security (DHS) has elected to enter into cooperative agreements with FY 2009 Port Security Grant Program (PSGP) funding recipients for projects taking place within port areas identified as Group I or Group II ports within the FY 2009 PSGP Guidance and Application Kit. The nature of the Federal involvement in the execution of this program may include joint conduct of a Group I or Group II project. Other examples of prospective substantial Federal involvement include the following:
 - Collaboration, participation, and/or intervention in any Group I or Group II activity covered by the cooperative agreement;
 - Approval from DHS prior to the selection of a new Group I or Group II project or commencement of the next phase of an approved Group I or Group II project;
 - Authority for DHS to halt a Group I or Group II activity if detailed performance specifications are not met;
 - Authority for DHS to direct or redirect the scope of work of a Group I or Group II project based on new circumstances; and,
 - Authority for DHS to require Group I or Group II award recipients (including Sub recipients) to participate in a port wide risk management planning project.



Department of Homeland Security
FEMA
Grant Programs Directorate

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

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PROJECT NUMBER 2009-PJ-T9-K044

AWARD DATE 08/07/2009

SPECIAL CONDITIONS

5. The grantee is prohibited from obligating, expending or drawing down funds provided through this award until a Budget Review is completed and approved by the Grants Management Division (GMD) and an official notice has been issued removing this special condition.
6. The grantee is prohibited from obligating, expending or drawing down funds provided through this award until all applicable programmatic documents are provided to and approved by the program office and an official notice has been issued removing this special condition.
7. The grantee is prohibited from obligating, expending or drawing down funds provided through this award until all applicable programmatic documents are provided for and approved by a DHS/FEMA Environmental and Historic Preservation review and an official notice has been issued removing this special condition.
8. Radiological detection equipment must be compliant with applicable national guidelines adopted by the U.S. Department of Homeland Security, including ANSI N323B-2003, ANSI N42.32-2003, ANSI N42.33-2003, and ANSI N42.35-2004.



Department of Homeland Security, FEMA

Grant Programs Directorate

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Jeffrey Hall, GPD NEPA Liaison

Subject: Incorporates NEPA Compliance in Further Developmental Stages for Northwest Maritime Advisory Services (DBA Marine Exchange)

The recipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full environmental and historic preservation review will result in a non-compliance finding.

FY09 PSGP Investment Justification Template – Puget Sound

Investment Heading	
Port Area	Port Angeles & Port Townsend
State	Washington
Applicant Organization	Jefferson County Sheriff's Office
Investment Name	Homeland Security Vessel & Trailer
Investment Amount	\$232,890

I. Background

I. Provide an overview of the port system in which this investment will take place – Max. 1 page

- **Area of Operations:**
 - **COTP Zone:** Puget Sound
 - **Eligible port area:** Port Angeles, Port Townsend, and other ports throughout the Strait of Juan De Fuca.
 - **Exact location of project site:** Jefferson County Sheriff's Office, Port Townsend/Port Hadlock
 - **Owner or operator of project site or equipment, if not your own organization:** Port of Port Angeles, Port of Port Townsend
- **Point(s) of contact for organization (include contact information):**
 - **Authorizing Official:** Howard V. Doherty, Jr., Chair – Clallam County Board of Commissioners
223 E. 4th Street, Port Angeles, WA 98362
360-417-2233
mdoherty@co.clallam.wa.us
 - **Project Manager:** Patti Morris and POC for the Project on behalf of Jefferson County
223 E. 4th Street, Suite 12
Port Angeles, WA 98362
360-461-9008
pmorris@co.clallam.wa.us
- **Ownership or Operation:**
 - Jefferson County Sheriff's Office is a local agency
 - Port of Port Angeles and Port of Port Townsend are MTSA regulated facilities
 - **Role in providing layered protection of regulated entities:** Jefferson County Sheriff's Office has the responsibility for homeland security protection, prevention, and response in all of Jefferson County, in which the Port of Port Townsend is located. The City of Port Townsend Police Dept. has primary jurisdiction within the city. Jefferson Sheriff also provides support to Clallam County Sheriff's Office for Port of Port Angeles and other areas throughout the Strait of Juan de Fuca. We provide support to Washington State Patrol in the Hood Canal area and partner with U.S. Coast Guard in areas near Bangor U.S. Navy submarine base.
 - **Specific roles, responsibilities and activities in delivering layered protection.**
Perform Homeland Security missions including terrorism, drug smuggling, and immigration interdiction between Canada and the United States. Partner with local, state, and federal law enforcement agencies. Marine Patrol Offices perform MDA in the process of routine patrols. Assist the Clallam County Sheriff's Office with law enforcement backup.
- **Important features:**
 - * PRMP states that WSF Keystone Harbor Terminal and WSF Port Townsend Terminal are listed as 12th and 13th highest risk facilities in the Puget Sound region-area. These facilities are in our jurisdiction and we provide direct support to them. We provide assistance and backup to Clallam County Sheriff Office in securing the COHO Black Ball Ferry vessels and terminal, which according to MSRAM data is the highest risk facility in the Puget Sound region.
 - PRMP – Section 6.3.4 States: "Port Townsend has been identified as a primary contributor to the strategic risk."
 - Regulated facilities in the Jefferson County Sheriff's Office AOR include Port of Port Townsend Ferry Terminal, WSF Keystone Harbor Terminal, WSF Port Townsend Terminal, Port Townsend to Seattle Foot Ferry. Other strategic risk areas include the Strait of Juan de Fuca throughout Jefferson County and the Hood Canal Floating Bridge.
 - Jefferson County Sheriff's Office Marine Unit (JCSOM) partners with Clallam County Sheriff's Office; U.S. Coast Guard; Washington State Department of Fish & Wildlife; Washington State Patrol, U.S. Customs &

Border Protection; and other law enforcement entities within the area.

- Jefferson County has 300 miles of coast line beginning in the east end of Clallam County from the Pacific Ocean to include Discovery Bay, two international shipping lanes that serve the Ports of Seattle and Tacoma, as well as an International Port of Entry in Port Townsend that borders Canada.
- There is an average of 30,000 commercial vessel trips through the Strait of Juan de Fuca per year. Approximately 600,000 vehicles cross back and forth across the Hood Canal Floating Bridge on a monthly basis.
- All of the Jefferson County members are NIMS compliant and provide reporting to Washington State EMD on that status in order to be eligible for grants.
- **Other sources of funding being leveraged for security enhancements.** Due to our close partnership with Clallam County, all the grant funding received by Clallam County in recent years is leveraged by this investment.

II. Strategic and Program Priorities

II.A. Provide a brief abstract of the Investment – Max. 1 page

The Jefferson County Sheriff's Office Marine Unit (JCSOM) is seeking funding for a 25-28 foot marine unit with enclosed cabin and double or triple axle trailer with the following included (to be specified as "or equivalent" where specific vendors are named):

- 100 Gallon Fuel Tank
- Twin 175 HP Outboard Motors with 300 HP maximum
- Buoyant Motor Extension
- Marine grade aluminum hull, inflatable vessel
- Overall beam – 10 foot to 11 foot inflated
- Dual marine grade batteries with four way switch, fuse panel, Whelan LED light bar with siren and hailer
- Navigation lights, compass and mini horn, bilge pump system, searchlight and flood lights
- Two VHF and one UHF radios
- Furuno Navnet 3D Chartplotter 12.1 inch screen; Multi-display unit 6 inch screen; Furuno GP GPS/WAAS Navigator with 4.3 inch monitor and flush mounting kit.
- Equipped with fold down radar arch
- Reverse chine hull
- Longitudinal channels welded to bottom plate, aluminum deck
- GSP receiver, Depth sensor, heading sensor, AIS transponder
- Appropriate safety equipment
- Walk around cabin with forward leaning windshield
- GoLight Stryker low profile 500,000 candle power wired per OEM specifications
- DRSK Furuno 6kw 65 nautical miles 1.9 deg. Horizontal beam width NavNet 4 foot open ray antenna mounted on radar arch
- Gamer-Johnson Dual FR Auto-locking docking station mounted on dash port of Furuno NavNet 3 D 12.1 monitor
- 4 Santa Cruz gun locks mounted on ceiling of cabin on port and starboard side of grab rail.
- Solar powered vent in cabin roof.

[Vessel AEL 17WS-00-WCPS, Trailer AEL 12TR-00-TEQP]

The vessel will be stored at Port Ludlow Marina, but for additional flexibility, it will be trailerable and can be used to respond 24x7 from either it's Port Ludlow moorage location or from other launch ramps. We have sufficient staff to operate both vessels. We are committed to providing the necessary servicing and maintenance as recommended by the Vessel Manufacturer beyond what is covered with the new vessel purchase.

II.B. Describe how the Investment will address one or more of the PSGP priorities and how it corresponds with the PRMP – Max. 1 page

PSGP Priorities:

Enhance MDA: This investment will address and enhance MDA through additional knowledge capabilities within the maritime domain gained during patrols and incident response. It will enhance communications, enhance intelligence sharing and analysis, foster multi-jurisdictional (local, state, federal, tribal) cooperation on MDA, and enforce a common purpose along with agreed upon policies and procedures. While JCSOM has a good coordinated unity of effort with local partners, this investment will strength the unity of effort among public and private sector organizations and international partners.

Enhance IED/CBRNE Prevention, Protection, Response & Recovery and Port Wide Collaboration: This investment will continue to enhance all multi-jurisdictional agencies capabilities to prevent, detect, respond, and recover from terrorist attacks employing IEDs, CBRNE, and other non-conventional weapons. This investment will strengthen the ability to seek out small craft that employ IEDs and that could be used for attacks on critical infrastructure. The JCSOM works with other jurisdictions as a maritime safe and security team to safeguard the public and protect vessels, harbors, facilities, and cargo in waters subject to the jurisdiction of the U.S. from destruction, loss or injury from crime, or sabotage due to terrorist activity, and to response to such activities in accordance with the transportation security plans. Our team needs to be equipped to deter, protect against, and rapidly respond to threats of maritime terrorism.

PRMP Priorities:

7.4.2.1 Measures to protect passenger transportation systems and other high-consequence facilities from vessel-borne IEDs and water-borne attacks are needed.

7.4.2.2 Non-federal stakeholders do not have the capability to respond to a vessel about to be used as a weapon.

7.4.2.1 Measures to protect passenger transportation systems and other high-consequence facilities from vessel-borne IEDs and Waterborne attacks are needed.

7.4.2.2 Non-Federal stakeholders do not have the capability to respond to a vessel about to be used as a weapon.

7.4.3.3 USCG and OGA's do not have sufficient vessels to provide necessary escorts and other essential functions at elevated security levels.

7.4.3.4 Insufficient vessels are available to patrol non-DoD facilities during increased threat levels.

7.4.3.7 Measures are needed to protect infrastructure from attack by vessels used as a weapon.

7.4.3.6 Security measures for vessels most likely to be used as weapons are limited.

In addition, this investment supports the response provisions of the **AMSP**.

III. Impact

III.A. Describe how the project offers the highest risk reduction potential at the least cost – Max ½ page

The JCSOM's current boat is a 1996 24 ft. outboard aluminum vessel. Due to its age and heavy use, the JSCOM needs an additional vessel to share the call load in the north end of Jefferson County. The current boat has limited range capacity due to inadequate fuel onboard. The current boat also has low visibility and night time maneuverability. We have been asked to cooperate in training exercises in the Port Townsend Bay and Admiralty Inlet areas, simulating response to possible terrorist type attacks, including on and around the two marine accessed military bases. However, our current boat will not allow us to participate in such training/exercises. The current outboard motor limits the speeds. It would be very difficult to assist with response that involves overtaking the Port Townsend Ferry in the event of a terrorist attack. Our team has enhanced intelligence sharing among all first responders to the Port of Port Townsend and Port of Port Angeles, but without this investment we are not equipped to respond to security breaches. We have increased our communication flow of information among law enforcement officials responsible for port security, but our lack of equipment capable of effective respose presents a weakness in the ability of the United States to realize its national security objectives. Title 46, Section 102 states that there is a lack of small boats at ports to meet appropriate security standards. This investment will overcome all of the limitations of our current boat at a reasonable cost. It will enable JCSOM to effectively participate with its partners in Homeland Security missions.

III.B. Describe current capabilities similar to this Investment – Max. ½ page

There are no other local entities in Jefferson County with similar capacity. Washington Fish & Wildlife has two patrol boats assigned to the Jefferson and Clallam County Detachment but they are not of this capacity and are not available for law enforcement response.

IV. Funding & Implementation Plan

V.A. Funding Plan	FY 2009 PSGP Request Total	Match (Cash or In-Kind)	Grand Total
<i>Maritime Domain Awareness</i>	75,000	25,000	100,000
<i>IED and WMD Prevention, Protection, Response, and Recovery Capabilities</i>	152,640	60,880	203,520
<i>Training</i>	-	-	
<i>Exercises</i>	-	-	
<i>TWIC Implementation</i>	-	-	
<i>M&A</i>	5,250	1,750	7,000
<i>Total</i>	232,890	77,630	310,520

IV.B. Provide a high-level timeline, milestones and dates, for the implementation of this Investment such as stakeholder engagement, planning, major acquisitions or purchases, training, exercises, and process/policy updates. Up to 10 milestones may be provided. Max. 1 page

This project will commence upon award of the grant and notification to proceed. Jefferson County Sheriff's Office will solicit bids for the vessel through the current Jefferson County Procurement Process in accordance with Washington State law. Clallam County Sheriff's Office Project Manager and Jefferson County Sheriff's Office representatives will meet with all potential bidders to explain the requirements of the bid documents. Bids will be awarded to the successful bidder. Jefferson County Sheriff's Office anticipates delivery and complete closeout of the project within 12 months of grant award. Both Clallam and Jefferson Sheriff Offices have a long track record of meeting project timelines.

FY09 BUDGET DETAIL WORKSHEET - JEFFERSON COUNTY VESSEL & TRAILER

Line Item #	Entered by Applicant			Calculated						
	Budget Category / Item	Est. Cost Each	Qty	Est. Cost	Sales Tax	Total Project Cost	Federal Funding Request	Match Amount	Total M&A	
A. Personnel										
A1	Patti Morris - Grant Coordinator & PM	7,000	1	7,000			5,250	1,750	7,000	
	Personnel Totals					-	5,250	1,750	7,000	
D. Equipment										
D1	Vessel (As Specified in IJ)	280,000	1	280,000	23,520	303,520	227,640	75,880		
	Equipment Totals					303,520	227,640	75,880	-	
	Total Direct Costs					303,520	232,890	77,630	7,000	
	Total Costs					303,520	232,890	77,630	7,000	
	Amount to go in "Investment Heading" on IJ							232,890		
	Grand Total (Federal Request + Match) or (Project Cost + M&A)							310,520		

BUDGET SUMMARY

Budget Category	Total Project Cost	Federal Funding Request	Match Amount	Total M&A
A. Personnel	-	5,250	1,750	7,000
B. Fringe Benefits	-	-	-	-
C. Travel	-	-	-	-
D. Equipment	303,520	227,640	75,880	-
E. Supplies	-	-	-	-
F. Consultants/Contractors	-	-	-	-
G. Other	-	-	-	-
H. Indirect	-	-	-	-
Total Costs	303,520	232,890	77,630	7,000