

RESOLUTION 2024-0759

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL GRANT AGREEMENT FOR FUNDS AVAILABLE THROUGH THE HELP AMERICA VOTE ACT (HAVA) WITH THE STATE OF WASHINGTON, OFFICE OF THE SECRETARY OF STATE (OSOS), AND BENTON COUNTY

WHEREAS, per Resolution 2020-339 the Board of Benton County Commissioners approved the Intergovernmental Grant Agreement between the State of Washington, Office of the Secretary of State, and Benton County, to provide the County with federal funds and a state matching share of funds as authorized under Section 101 of the Help America Vote Act of 2002 (HAVA) with an amount of \$203,912.60 expiring on September 30, 2024; and

WHEREAS, the attached Amendment No. 1 to the Intergovernmental Grant Agreement is necessary to:

- (1) extend the term of the Agreement to June 30, 2029, to allow for the County's expenditure of funds already awarded under the agreement but unspent as of the effective date of this Amendment; and
- (2) to clarify the requirements and procedures applicable to such expenditures under the Agreement, including changes to the County's reporting requirements; and
- (3) to allow for potential additional awards to be made from the OSOS to the County and approval by the OSOS; and
- (4) to restate those provisions of the Agreement not modified by this Amendment; and

WHEREAS, Amendment No. 1 to the Intergovernmental Grant Agreement was prepared, reviewed, and approved as to form by the departmental assigned Deputy Prosecuting Attorney from the Civil Division;

NOW, THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves Amendment No. 1 to the Intergovernmental Grant Agreement for funds available through the Help America Vote Act (HAVA) with the State of Washington, Office of the Secretary of State, which Amendment extends the expiration date of the agreement to June 30, 2029; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman or Chairman Pro-Tem of the Board of County Commissioners to sign on behalf of Benton County Amendment No. 1 to the Intergovernmental Grant Agreement for funds available through the Help America Vote Act (HAVA) with the State of Washington, Office of the Secretary of State.

Dated this 5th day of November 2024

DocuSigned by:
Jerome Delvin
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Chairman of the Board

DocuSigned by:
Michael Alvarez
D0C0F37E34874E4...

Chairman Pro Tem

DocuSigned by:
Will McKay
133987D784E74CF...

Commissioner

DocuSigned by:
Amanda Pearson
34825A976E0348E...
Attest:

**Constituting the Board of County
Commissioners of Benton County,
Washington**

**AMENDMENT NO. 1
TO
INTERGOVERNMENTAL GRANT AGREEMENT
BETWEEN
THE STATE OF WASHINGTON,
OFFICE OF THE SECRETARY OF STATE,
AND
BENTON COUNTY**

THIS AMENDMENT NO. 1 TO INTERGOVERNMENTAL GRANT AGREEMENT (this "Amendment") amends and restates the provisions of that certain Intergovernmental Grant Agreement entered into in 2020 by and between the State of Washington, Office of the Secretary of State ("OSOS"), and Benton County ("County") (the "Agreement"), and shall be effective as of the date it is fully executed by OSOS and County (the "Effective Date"). OSOS and County are sometimes herein referred to individually as a "Party" and collectively as the "Parties." All capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in the Agreement.

BACKGROUND AND PURPOSE

The Agreement provides for the award of federal and matching state funds from OSOS to County as authorized by the Help America Vote Act of 2002 (Public Law 107-252) ("HAVA") and provided for in the Consolidated Appropriations Act of 2020 (Public Law 116-93), and potentially in subsequent appropriation(s), for the purpose of improving the administration of elections for Federal office, including enhancements and improvements to election technology and security. According to its terms, the Agreement is set to expire on September 30, 2024 unless it is extended prior to expiration.

The purpose of this Amendment is: (1) to extend the term of the Agreement to June 30, 2029, to allow for the County's expenditure of funds already awarded under the Agreement but unspent as of the Effective Date of this Amendment; (2) to clarify the requirements and procedures applicable to such expenditures under the Agreement, including changes to County's reporting requirements; (3) to allow for potential additional awards to be made from OSOS to County under the Agreement as amended and restated herein, upon proper application by the County and approval by OSOS; and (4) to restate those provisions of the Agreement not modified by this Amendment.

NOW, THEREFORE, in consideration of the foregoing, OSOS and County hereby agree as follows:

1. Sections I, II, III, IV, V, VII, IX, X and XVII of the Agreement are superseded and replaced in their entirety with the corresponding numbered Sections appearing in the amended and restated Agreement below.

2. Sections of the Agreement not referenced above remain unchanged and in full force and effect, and for ease of reference are restated together with the amended Sections in the amended and restated Agreement below.

{AMENDED & RESTATED INTERGOVERNMENTAL GRANT AGREEMENT}

I. AWARD IDENTIFICATION

Awards of grant funds to County under this Agreement are identified in Exhibit A - Awards attached hereto and incorporated herein by this reference, via a table or tables containing the information specified in the template below. In the event that County is awarded additional grant funds under the Agreement, Exhibit A – Awards will be supplemented with a new table containing information pertinent to any such new award(s).

Subrecipient name [County]	
Subrecipient's unique entity identifier [Formerly DUNS]	
Federal Award Identification number (FAIN)	
Federal Award Date	
Subaward Period of Performance Start and End Date	_____ to June 30, 2029
Amount of Federal Funds obligated by this action by the pass-through entity to the subrecipient	
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation	
Total Amount of State Funds	
Total Amount of the Award to County (Federal and State Funds)	
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	As authorized under Section 101 of the Help America Vote Act of 2002 (P.L. 107-252) (HAVA) and provided for in the Consolidated Appropriations Act, 2020 (Public Law 116-93), the purpose of this award is to “improve the administration of elections for Federal office, including to enhance election technology and make election security improvements” to the systems, equipment and processes used in federal elections.
Federal Awarding Agency	U.S. Elections Assistance Commission

CFDA Number and Name	90.404 HAVA Election Security Grants
Total Federal award amount	\$8,860,638 (Federal) \$1,772,128 (State)
Is the Award Research and Development?	No

II. DEFINITIONS & INTERPRETATION

Except as otherwise provided herein, as used in this Agreement capitalized terms shall have the following meanings:

“Award” means federal funds and matching state funds provided to the County under this Agreement, pursuant to the Consolidated Appropriations Act, 2020, for the purpose of improving the administration of elections for Federal office, including to enhance election technology and make election security improvements, and may include additional funding and award(s) pursuant to subsequent appropriation(s).

“Business Day” shall mean a day that is not either Saturday or Sunday and is not a holiday observed by the State of Washington or a Federal holiday listed in 5 USC § 6103.

“EAC” means the Election Assistance Commission.

“HAVA” means the Help America Vote Act of 2002.

“OSOS” means the State of Washington Office of the Secretary of State.

“OSOS SOC” means the Security Operations Center at the Office of the Secretary of State.

III. PURPOSE

It is the purpose of this Agreement to provide the County with federal funds and a state matching share of funds as authorized under Section 101 of the Help America Vote Act of 2002 (P.L. 107-252) (HAVA) and provided for in the Consolidated Appropriations Act, 2020 (Public Law 116-93), and potentially in subsequent appropriation(s). The purpose of the Award(s) is to “improve the administration of elections for Federal office, including to enhance election technology and make election security improvements” to the systems, equipment and processes used in federal elections.

The Congressional joint explanatory statement for the Consolidated Appropriations Act, 2020 (Public Law 116-93) provides the following:

Consistent with the requirements of HAVA, states may use this funding to: replace voting equipment that only records a voter's intent electronically with equipment that utilizes a voter-verified paper record; implement a post-election audit system that provides a high-level of confidence in the accuracy of the final vote tally; upgrade election-related

computer systems to address cyber vulnerabilities identified through [Department of Homeland Security] or similar scans or assessments of existing election systems; facilitate cybersecurity training for the state chief election official's office and local election officials; implement established cybersecurity best practices for election systems; and fund other activities that will improve the security of elections for Federal office.

IV. AWARDS

County has been awarded the amount of funds stated in the table(s) attached hereto as Exhibit A – Awards, in the box set opposite the section titled, *Total Amount of the Award to County (Federal and State Funds)*.

V. STATEMENT OF WORK

County shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth in this Agreement and in accordance with the U.S. Election Assistance Commission guidelines.

HAVA funds received pursuant to this Agreement shall be used for activities to improve the administration of elections for Federal office, including to enhance election technology and make election security improvements, as authorized under section 101 for costs reasonably incurred for: (A) Complying with the requirements under subchapter III [of HAVA]; (B) Improving the administration of elections for federal office; (C) Educating voters concerning voting procedures, voting rights, and voting technology; (D) Training election officials, poll workers, and election volunteers; (E) Developing the State plan for requirements payments to be submitted under subpart 1 of part D of subchapter II [of HAVA]; (F) Improving, acquiring, leasing, modifying, or replacing voting systems and technology and methods for casting and counting votes; (G) Improving the accessibility and quantity of polling places, including providing physical access for individuals with disabilities, providing nonvisual access for individuals with visual impairments, and providing assistance to Native Americans, Alaska Native citizens, and to individuals with limited proficiency in the English language; (H) Establishing toll-free telephone hotlines that voters may use to report possible voting fraud and voting rights violations, to obtain general election information, and to access detailed automated information on their own voter registration status, specific polling place locations, and other relevant information.

The appropriate use of HAVA funds requires generally that costs must be Allowable, Allocable and Reasonable. An allowable cost is one that is necessary and reasonable for the proper and efficient performance and administration of the activities funded under the grant; an allocable expense is one that is directly related to the objectives and activities planned under the grant and included in the approved budget for the grant; and an expense would likely not be considered reasonable if, by its nature and amount, it does not exceed what a prudent person would pay under the circumstances.

While grant activities may be an allowable cost when they are used for a specific purpose pursuant to Section 101 of HAVA, there are significant issues related to allocability and cost reasonableness that must still be considered in assessing the appropriateness of such an expense. In general funding for any activity **must not supplant** state or local funds. Allowable costs would not include activities that are currently paid for with state or local election jurisdiction funds. For purposes unrelated to improving the administration of Federal elections, only that percentage of costs associated with the administration of Federal elections can be charged to the HAVA grant.

For grant activities related to this Agreement, prior to the expenditure of any additional Award funds County must submit to OSOS a completed project worksheet in the form of Exhibit B – Project Worksheet attached hereto and incorporated herein by this reference, together with appropriate supporting documentation.

Upon receipt of the project worksheet and its supporting documentation from County, OSOS will review the documents to determine if the project costs are allowable, allocable and reasonable under the EAC guidelines. Upon conclusion of the review process, OSOS will provide notice of the same via email to the submitter on County's behalf.

VI. UNALLOWABLE EXPENSES

Funds provided under this Agreement shall not be used for any electronic ballot transmission products or services; additionally, using funds from this grant to pay for general operating expenses, historically paid for with non-federal funds, may not constitute an actual improvement to the administration of federal elections, will not be allowed and would be questioned in a federal audit. Per Section 101(c)(1)&(2) of HAVA, funds will be used in a manner that is consistent with the laws described in Section 906 of HAVA and that funds will not be used in a manner that is inconsistent with the requirements of Title III of HAVA. Questions about allowability should be directed to the OSOS Project manager.

VII. PERIOD OF PERFORMANCE

The period of performance of this Agreement commenced on the original Agreement execution date and shall continue through June 30, 2029, unless terminated sooner as provided in this Agreement.

VIII. ADMINISTRATIVE OBLIGATIONS OF COUNTY

Accounting Standards

The County agrees to comply with 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements. The County agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred under this program.

Cost Principles

The County shall administer its program in conformance with 2 CFR 200 Subpart E (200.400-475). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. The County agrees to adhere to the accounting principles and procedures required therein.

County Monitoring and Management

County agrees to abide by, and cooperate with OSOS, in meeting the applicable federal requirements for sub-recipient monitoring and management found in 2 CFR 200.331.

Interest

The County shall place funds received under this Agreement in an interest bearing account. All funds received under this Agreement will remain in that account until spent by the County on allowable activities. Interest earned on deposited funds will be spent on allowable activities under this Agreement. In the event of termination of this Agreement in accordance with its terms, unspent or unobligated interest earned on deposited funds shall be remitted to OSOS together with all other unspent or unobligated federal and state match grant funds.

IX. GENERAL OBLIGATIONS OF THE COUNTY

General Standards

The County shall procure materials in accordance with the requirements of 2 CFR 200, Subpart D regarding Procurement Standards, and shall subsequently follow, 2 CFR 200, Subpart D Property Standards, covering utilization and disposal of property.

Equipment

The purchase of equipment is an unallowable activity except when it is an integral part of an eligible project or service. Equipment, with a unit cost of \$5,000 or more, must have prior approval by the Office of the Secretary of State before any expense is incurred. The County shall comply with its own current policies concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy, and as may be procured with funds provided herein. All other program assets (property, equipment, accounts receivable, etc.), other than unused grant funds and interest, shall revert to the County upon expiration of this Agreement, unless this Agreement is terminated under its own terms, or a different disposition of program assets is specified separately in writing by the Parties. If County makes one or more allowable purchases of equipment utilizing Award funds hereunder, County shall, at the end of each fiscal year ending December 31st, submit to OSOS a completed equipment inventory certification in the form of Exhibit C - HAVA Equipment Inventory Certification Form attached hereto and incorporated herein by this reference.

Unused Funds

Unused grant funds, including unspent or unobligated interest earned on grant funds, shall be returned to OSOS on or before June 30, 2029, unless this Agreement is terminated sooner.

X. DOCUMENTATION AND RECORDKEEPING

Records to be maintained

The County shall maintain all records required by the Federal regulations that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken by County hereunder;
- b) Records demonstrating that each individual activity undertaken by County meets one of the provisions in Section 101 of HAVA and the Congressional Joint Explanatory Statement for the Consolidated Appropriations Act of 2020;
- c) Records required for determining the eligibility of activities;
- d) Records documenting compliance with Davis Bacon and Related Acts;
- e) Financial records as required by 2 CFR 200 Subpart D; and
- f) Other records necessary to document compliance with applicable laws, rules, and regulations.

Public Records Act

The County shall comply with the provisions of the Public Records Act, Chapter 42.56 RCW, and all other applicable records laws. When a public records request related to this Agreement is received by the County, it shall provide notice to the OSOS Project Manager identified in Section XVII of this Agreement.

Format of records

Wherever practicable, the County shall collect, transmit, and store records related to this Award in an electronic, machine readable format.

Retention Period

The County shall retain all records according to applicable federal and state laws.

Protections for Data

The County shall comply with all federal and state regulations to ensure proper disposal of data.

XI. REPORTING REQUIREMENTS**Quarterly Reports**

County shall submit quarterly progress reports to OSOS during the period of performance of this Grant Agreement. The reports shall: (1) be submitted to the OSOS Project Manager identified in Section XVII of this Agreement; (2) include a narrative summary and completed expenditure tracking worksheet for the applicable reporting period, as provided in Exhibit D – Progress Reporting attached hereto and incorporated herein by this reference, detailing the activities performed or in progress toward the successful completion of all work awarded under this Grant Agreement.

Quarterly reports are due to the OSOS Project Manager on the following dates of their respective year, until the project is complete and a final report has been submitted:

- January 15
- April 15

- July 15
- October 15

Final Report

Prior to expiration of this Grant Agreement, County shall submit a final report to the OSOS Project Manager, providing a complete summary of the project and funds spent for all grant activities.

OSOS may, in its sole discretion, require more frequent reports from County for any reason related to the administration or oversight of the grant funds awarded to County under this Agreement, or for any other reason OSOS deems appropriate under the circumstances. Such reasons may include, but are not limited to: (1) County's failure to provide required reports in a timely manner; (2) Unfavorable trends or conditions are identified in County's submitted reports; or (3) County is determined to be at high-risk of noncompliance.

XII. AUDITS AND INSPECTIONS

Audits

If the County expends \$750,000 or more in federal awards during its fiscal year, the County is required to provide the appropriate single or program-specific audit in accordance with the provisions outlined in 2 CFR Part 200.501.

Inspections and Interviews

County shall provide OSOS and its representatives, as well as authorized representatives of the Federal awarding agency, Inspectors General, and the Comptroller General of the United States, pursuant to 2 CFR 200.336, access to the premises of the County at any time and from time to time during normal business hours on any Business Day and upon reasonable notice under the circumstances for the purposes of:

- a) Inspecting and copying (at County's expense) any and all program documents maintained by the County; and
- b) Discussing the affairs, finances and business of the County with any representative of County who is present at such premises or with the County Auditors to disclose to OSOS and its representatives and/or any authorized representatives of the Federal awarding agency, Inspectors General, and the Comptroller General of the United States, any and all financial and other information regarding the County that is reasonably related to the program.

XIII. AWARD CONTINGENCIES

The County shall implement or have implemented the Drug-Free Workplace Requirements of 2 C.F.R. § 182.200 and comply with subpart C of 2 C.F.R. Part 180- Debarment & Suspension & include in lower-tier covered transactions.

XIV. SUBCONTRACTS

The County shall abide by the following requirements and include all applicable provisions in any subcontracts paid for with federal funds:

Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor."

Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2,000 for construction or repair awarded by County shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or County shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

Contract Work Hours and Safety Standards Act (40 U.S.C 327-333)

Where applicable, all contracts awarded by County in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants,

Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contractors and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the them to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Davis Bacon Act of 1931 (Public -- No. 403-74th Congress [S.3303])

That the advertised specifications for every contract in excess of \$2,000, to which the United States or the District of Columbia is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the United States or the District of Columbia within the geographical limits of the States of the Union or the District of Columbia, and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the city, town, village, or other civil subdivision of the State in which the work is to be performed, or in the District of Columbia if the work is to be performed there; and every contract based upon these specifications shall contain a stipulation that the contractor or his subcontractor shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers and mechanics, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible

place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of accrued payments as may be considered necessary by the contracting officer to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by such laborers and mechanics and not refunded to the contractor, subcontractors, or their agents.

Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

Public Law 88-352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1)

The County must comply with the provisions of "Public Law 88-352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794)

The County must comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits or be subjected to discrimination under any program or activity receiving federal assistance funds.

Americans with Disabilities Act (42 U.S.C. 12101, et seq.)

The County shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the County in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The National Environmental Policy Act of 1969 (NEPA) (42 U.S.C Section 4321 et seq., and 24 CFR Part 58)

The County shall comply with the provisions of the National Environmental Policy Act of 1969. The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences. Environmental review procedures, including determining and publishing a Finding of Significance or of No Significance for a proposal, are a necessary part of this process. Pursuant to these provisions, the County must also submit environmental certifications to the Department when requesting that funds be released for the project. The County must certify that the proposed project will not significantly impact the environment and that the County has complied with environmental regulations and fulfilled its obligations to give public notice of the funding request, environmental findings and compliance performance.

Executive Order 11990, May 24, 1977: Protection of Wetlands (42 F.R. 26961 et seq.)

The County shall comply with Executive Order 11990. The intent of this Executive Order is (1) to avoid, to the extent possible, adverse impacts associated with the destruction or modification of wetland, and (2) to avoid direct or indirect support of new construction in wetlands wherever there is a practical alternative.

The County, to the extent permitted by law, must avoid undertaking or providing assistance for new construction located in wetlands unless (1) there is no practical alternative to such construction, and (2) the proposed action includes all practical measures to minimize harm to wetlands which may result from such use. In making this determination, the County may take into account economic, environmental and other pertinent factors.

Executive Order 11988, May 24, 1977: Floodplain Management (42 F.R. 26951 et seq)

The County shall comply with the provisions of Executive Order 11988. The intent of this Executive Order is to (1) avoid, to the extent possible, adverse impacts associated with the occupancy and modification of floodplains, and (2) avoid direct or indirect support of floodplain development wherever there is a practical alternative. If the County proposes to conduct, support or allow an action to be located in a floodplain, the County must consider alternatives to avoid adverse effects and incompatible involvement in the floodplain. If siting in a floodplain is the only practical alternative, the County must, prior to taking any action: (1) design or modify its actions in order to minimize any potential harm to the floodplain, and (2) prepare and circulate a notice containing an explanation of why the action is proposed to be located in a floodplain.

The Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. 1271 et seq.)

The County shall comply with the Wild and Scenic Rivers Act. The purpose of this Act is to preserve selected rivers or sections of rivers in their free-flowing condition, to protect the water quality of such rivers and to fulfill other vital national conservation goals. Federal assistance by loan, grant, license, or other mechanism cannot be provided to

water resources construction projects that would have a direct and adverse effect on any river included or designated for study or inclusion in the National Wild and Scenic River System.

Coastal Zone Management Act of 1972, as amended (16 U.S.C. 1451 et seq.)

The County shall comply with the Coastal Zone Management Act of 1972, as amended. The intent of this Act is to preserve, protect, develop, and where possible, restore or enhance the resources of the nation's coastal zone. Federal agencies cannot approve assistance for proposed projects that are inconsistent with the state's Coastal Zone Management program except upon a finding by the U.S. Secretary of Commerce that such a project is consistent with the purpose of this chapter or necessary in the interests of national security.

The Endangered Species Act of 1973, as amended (16 U.S.C. 1531 et seq.)

The County shall comply with the Endangered Species Act of 1973, as amended. The intent of this Act is to ensure that all federally assisted projects seek to preserve endangered or threatened species. Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical.

The Reservoir Salvage Act of 1960, as amended by the Archaeological and Historical Preservation Act of 1974 (16 U.S.C. 469 et seq.)

Under the Reservoir Salvage Act, the County must comply with provisions for the preservation of historical and archaeological data (including relics and specimens) that might otherwise be irreparably lost or destroyed as a result of any alteration of the terrain caused as a result of any federal construction project or federally licensed activity or program. Whenever the County finds, or is notified in writing by an appropriate historical or archaeological authority, that its activities in connection with any federal funded construction project or federally licensed project, activity or program may cause irreparable loss or destruction of significant scientific, prehistoric, historical or archaeological data, the County must stop work immediately and must notify the U.S. Secretary of Interior and the Department in writing and provide appropriate information concerning the project or program activity.

The Archaeological and Historical Data Preservation Act of 1974 (16 U.S.C. 469 a-1 et seq.)

The County shall comply with the Archaeological and Historical Data Preservation Act, which provides for the preservation of historic and archaeological information that would be lost due to development and construction activities as a result of federally funded activities.

The Safe Drinking Water Act of 1974, as amended (42 U.S.C. Section 201, 300(f) et seq., and U.S.C. Section 349)

The County must comply with the Safe Drinking Water Act, as amended, which is intended to protect underground sources of water. No commitment for federal financial assistance, according to this Act, shall be entered into for any project, which the U.S. Environmental Protection Agency determines, may contaminate an aquifer that is the sole or principal drinking water source for an area.

The Federal Water Pollution Control Act of 1972, as amended, including the Clean Water Act of 1977, PUBLIC LAW 92-212 (33 U.S.C. Section 1251 et seq.)

The County must assure compliance with the Water Pollution Control Act, as amended, which provides for the restoration of chemical, physical and biological integrity of the nation's water.

The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.)

The County must assure compliance with the Solid Waste Disposal Act, as amended. The purpose of this Act is to promote the protection of health and the environment and to conserve valuable material and energy resources.

The Fish and Wildlife Coordination Act of 1958, as amended (16 U.S.C. Section 661 et seq.)

The County must assure compliance with the Fish and Wildlife Coordination Act, as amended. The Act assures that wildlife conservation receives equal consideration and is coordinated with other features of water resources development programs.

Relocation Assistance & Real Property Acquisition Policy, Chapter 8.26 RCW

The County shall comply with the provisions of Chapter 8.26 RCW and Chapter 365-24 WAC when its activities involve any acquisition of real property assisted under this Agreement or the displacement of any family, individual, business, nonprofit organization or farm that results from such acquisition.

State Environmental Policy Act (SEPA), Chapter 43.21 (C) RCW

The County shall comply with the provisions of Chapter 43.21(C) RCW and Chapter 197-11 WAC, the guidelines by which local agencies will (1) require environmental checklists from private and public entities considering an action potentially subject to the Environmental Impact Statement (EIS) requirement of SEPA, (2) make "threshold determinations" that such an action will not have a significant environmental impact, (3) provide for the preparation of a draft and final EIS if the action has significant impact, and (4) circulate the EIS to other agencies and interested parties.

Noise Control, Chapter 70.107 RCW

The County shall assure compliance with the state Noise Control Act. Objectives of the Act are to assist local governments in implementing local noise ordinances and to control and reduce excessive noise in Washington.

Shoreline Management Act of 1971, Chapter 90.58 RCW

The County shall comply with the provisions of Chapter 90.58 RCW. This Act defines a planning program and a permit system, which are initiated at the local government level under state guidance. Its purpose is to protect and enhance the state's shoreline and it includes a comprehensive shoreline inventory process and a master program for regulation of shoreline uses. A permit application at the local level must be in compliance with those plans and consistent with the state Coastal Zone Management program if substantial developments and shoreline modifications occur, and a record of the application and decision must be submitted to the state.

State Building Code, Chapter 19.27 RCW; Energy Related Building Standards, Chapter 19.27A RCW; and Provisions in Buildings for Aged and Handicapped Persons, Chapter 70.92 RCW

The County shall comply with the provisions of Chapter 19.27 RCW, Chapter 19.27A RCW, Chapter 70.92 RCW and the regulations for building construction and for barrier free facilities adopted by the Washington State Building Code Council pursuant to these statutes.

The State Building Code Act provides for a uniform state building code and mandates counties, cities and towns to administer and enforce its provisions. Local governments are authorized to modify the state building code to fit local conditions as long as such modifications do not result in a code that is less than the minimum performance standards and objectives contained in the state code.

Open Public Meetings Act, Chapter 42.30 RCW

The County shall comply with provisions of Chapter 42.30 RCW which require that all meetings of the governing body which pertain to this Agreement shall be open to the public except those where specific provision is made for executive sessions pursuant to RCW 42.30.110.

Law Against Discrimination, Chapter 49.60 RCW

The County shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Agreement.

Governor's Executive Order 89-10, December 11, 1989: Protection of Wetlands, and Governor's Executive Order 90-04, April 21, 1990: Protection of Wetlands

The County shall ensure that it avoids any activities that would adversely affect wetlands and adequately mitigates unavoidable impacts. For the purposes of this requirement,

except where a contrary definition is provided by statute, mitigation means: (1) avoiding the impact altogether by not taking certain action or part of an action; (2) minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps to avoid or reduce impacts; (3) rectifying the impact by repairing, rehabilitating, or restoring the affected environment; (4) reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action; (5) compensating for the impact by replacing, enhancing, or providing substitute resources or environments; and (6) monitoring the impact and taking appropriate corrective measures.

Mitigation for individual actions may include a combination of the above measures. Mitigation may not include any of the above measures to the extent that they may be contrary to statute as applied under the particular circumstances. Emergency work that is essential to save lives and protect property and public health is exempt from these provisions.

XV. EVENT OF DEFAULT OR TERMINATION

Termination for Convenience

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. All unspent federal and state match grant funds, as well as grant funds determined by OSOS to be for unallowable expenditures must be returned to the OSOS grant program within 30 days of termination.

Termination for Cause

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other. In the event of a termination for cause, all unused grant funds, as well as grant funds determined by OSOS to be for unallowable expenditures, must be returned to the OSOS grant program.

In the event that the termination for cause occurs due to any violation of this Agreement by the County, the County may be required to reimburse the OSOS grant program for the expended portions of the grant funds.

The rights and remedies of OSOS provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Termination Procedure

Upon termination of this Agreement, OSOS, in addition to any other rights provided in this Agreement, may require the County to deliver to OSOS any property specifically produced, furnished, or acquired with grant funds provided under the Agreement.

OSOS shall pay to the County the agreed upon price, if separately stated, for completed work and service(s) accepted by OSOS and the amount agreed upon by the County and OSOS for (i) completed work and service(s) for which no separate price is stated, (ii) partially completed work and service(s), (iii) other property or services which are accepted by OSOS, and (iv) the protection and preservation of property, unless the termination is for default, in which case OSOS shall determine the extent of the liability of OSOS. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. OSOS may withhold from any amounts due the County such sum as OSOS determines to be necessary to protect OSOS against potential loss or liability.

The rights and remedies of OSOS provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

After receipt of a notice of termination, and except as otherwise directed by OSOS, the County shall:

- Stop work under the Agreement on the date, and to the extent specified, in the notice;
- Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- Assign to OSOS in the manner, at the times, and to the extent directed by OSOS, all of the rights, title, and interest of the County under the orders and subcontracts so terminated, in which case OSOS has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of OSOS to the extent OSOS may require, which approval or ratification shall be final for all the purposes of this clause;
- Transfer title to OSOS and deliver in the manner, at the times, and to the extent directed by OSOS any property which, if the contract had been completed, would have been required to be furnished to OSOS;
- Complete performance of such part of the work as shall not have been terminated by OSOS; and
- Take such action as may be necessary, or as OSOS may direct, for the protection and preservation of the property related to this contract which is in the possession of the County and in which OSOS has or may acquire an interest.

XVI. SAVINGS

In the event funding from federal, state or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, OSOS may terminate the contract under the "Termination for Convenience" clause, without the 30-day notice requirement, subject to renegotiation under those new funding limitations and conditions.

XVII. DISPUTES

Each party shall make a good faith effort to negotiate a resolution of any disputes between the parties related to this Agreement. In the event of litigation or other action brought to enforce Agreement terms, each party shall bear its own attorneys' fees and costs. Nothing in the Agreement shall be construed to limit the parties' choice of a mutually acceptable Alternate Dispute Resolution method in addition to the dispute resolution procedure outlined above.

XVIII. AGREEMENT MANAGEMENT

The Project Manager for each of the parties shall be the contact person for communications regarding the performance of this Agreement.

<u>Project Manager for County is:</u>	<u>Project Manager for OSOS is:</u>
<p><u>Brenda Chilton</u> Benton County Auditor</p> <p>2618 N Columbia Center Blvd Richland, WA 99352</p> <p>Phone: (509) 736-3085 and 509-736-2707 Email: brenda.chilton@co.benton.wa.us</p>	<p><u>Stuart Holmes</u> Director of Elections Elections Division P.O. Box 40229 Olympia, WA 98504-0229</p> <p>Phone: 360-725-5794 E-mail: stuart.holmes@sos.wa.gov</p>

XIX. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed and interpreted in accordance with those laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and state of Washington statutes and regulations
- The terms and conditions of this Agreement
- The attachments to this Agreement

XX. ALL WRITINGS CONTAINED HEREIN

This Agreement contains the entire understanding between the parties, and there are no other agreements, understandings, or representations set forth or incorporated by reference herein.

No subsequent modifications or amendments of this Agreement shall be of any force or effect unless in writing, signed by authorized representatives of the OSOS and County and made part of this original Agreement.

XXI. HOLD HARMLESS

Each party to this Agreement shall be responsible for its own acts and omissions and those of its officers, employees and agents. No party to this Agreement shall be responsible for the acts or omissions of entities or individuals not a party to this Agreement.

XXII. FORCE MAJEURE

Neither party will incur any liability to the other if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, natural disasters, fire, epidemics and quarantines.

Both parties shall notify each other orally within five (5) days and in writing within ten (10) days of the date on which the party becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the Agreement is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The party claiming force majeure shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the other party may reasonably request. After receipt of such notification, the party not claiming force majeure may elect either to terminate the agreement or to extend the time for performance as reasonably necessary to compensate for the delay.

XXIII. SEVERABILITY

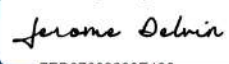
The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

COUNTY:

BENTON COUNTY

OSOS:

**STATE OF WASHINGTON, OFFICE OF THE
SECRETARY OF STATE**

DocuSigned by:

 7E907803282E486...
 11/5/2024

 Name: Jerome Delvin Date
 Chair/Chair Pro Tem, Board of
 Commissioners

Signed by:

 C85290063647431...
 11/12/2024

 Name: Kevin McMahan Date
 Assistant Secretary of State

APPROVED AS TO FORM:
LeeAnn Holt, Deputy Prosecuting Attorney

LeeAnn Holt 10/24/24

 LeeAnn Holt Date
 Deputy Prosecuting Attorney

Brenda Chilton 10/25/2024

 Brenda Chilton Date
 Benton County Auditor

EXHIBIT A – AWARDS

Subrecipient name [County]	Benton County
Subrecipient's unique entity identifier [Formerly DUNS]	DUNS #602898884
Federal Award Identification number (FAIN)	EAC1651DB2020XX-2020-61000001-41001-EAC1908000000
Federal Award Date	JANUARY 17, 2020
Subaward Period of Performance Start and End Date	December 21, 2019 to June 30, 2029
Amount of Federal Funds obligated by this action by the pass-through entity to the subrecipient	\$158,598.68
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation	\$158,598.68
Total Amount of State Funds	\$45,313.92
Total Amount of the Award to County (Federal and State Funds)	\$203,912.60
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	As authorized under Section 101 of the Help America Vote Act of 2002 (P.L. 107-252) (HAVA) and provided for in the Consolidated Appropriations Act, 2020 (Public Law 116-93), the purpose of this award is to “improve the administration of elections for Federal office, including to enhance election technology and make election security improvements” to the systems, equipment and processes used in federal elections.
Federal Awarding Agency	U.S. Elections Assistance Commission
CFDA Number and Name	90.404 HAVA Election Security Grants
Total Federal award amount	\$8,860,638 (Federal) \$1,772,128 (State)
Is the Award Research and Development?	No

EXHIBIT B – PROJECT WORKSHEET

2020 HAVA Election Security Grant | PROJECT WORKSHEET

(to be submitted to the OSOS Security Operations Center)

RISK AREA OF CONCERN BEING ADRESSED BY THIS PROPOSAL

(Identified as Q## on your Security Site Visit assessment)

Please also include a worksheet for proposals on use of leftover funding after all Security Site Visits Assessment areas of concern have been addressed.

Label this proposal 'N/A'

GENERAL DESCRIPTION OF THE WORK AND OBJECTIVES OF THE PROJECT

SCOPE OF WORK

A non-technical description of the work that will be performed

TECHNICAL REQUIREMENTS

List out specific tasks, phases, analysis, design, and scope of each part of the project

TIMELINE, DELIVERABLES & MILESTONES

Please provide a timeline for the project, as well as specific deliverables and milestones that are quantifiable and measurable

PROJECT COST

Description of goods/services that will be procured for this project	QUANTITY / UNIT	UNIT PRICE	COST
	/		
	/		
	/		
	/		
	/		
	/		

TOTAL COST

PREPARED BY

TITLE

SIGNATURE

EXHIBIT C



HAVA EQUIPMENT INVENTORY CERTIFICATION FORM

Federal grant requires that equipment must be inventoried if it is \$5,000 or more. The only exception is if your county policies have a lower threshold. Additionally, you are required to inventory "small and attractive" assets that are vulnerable to loss as defined by the State Auditor's Office.

County: Benton

I hereby certify:

County has completed one or more county or department equipment inventory audits, reviews, or surveys that included all HAVA Equipment.

Date of equipment inventory completed:

Inventory grand total amount:

Findings, if any:

Reason(s) for delay, if any:

Steps taken to remedy the delay:

Equipment with a value of less than \$5000 may be disposed on an as-needed basis with no further obligation beyond recording disposition in your county's equipment inventory log

Certified by:

Date:

EXHIBIT D – PROGRESS REPORTING

**HAVA 3 PROGRESS REPORT NARRATIVE SUMMARY
FOR PERIOD ENDING**

APPLICANT REP.	TITLE	SIGNATURE
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Progress during this reporting period should describe the activities of the last four-month period:

- Describe in detail what happened during this reporting period and explain how you implemented, (or started implementing), the approved grant activities.
- Provide a timeline and description of project activities funded to meet HAVA requirements.
- Describe any significant changes to your program during the course of the project. Otherwise enter - no significant changes during this period.
- Describe any favorable developments which enabled meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned. Otherwise enter N/A.
- Report on the number and type of articles of voting equipment obtained with the funds. Include the amount expended, and the percentage and alternate funding stream, if purchased across more than one grant. Otherwise enter - No articles of voting equipment purchased during this period.
- Provide a description of any security training conducted and the number of participants. Otherwise enter - no security training conducted during this period.
- Issues Encountered: Describe all major issues that arose during the implementation of the project and the reasons why established goals were not met, if appropriate. Address each issue separately in its own section and describe whether and how the issues were resolved. Also, briefly discuss the implications of any unresolved issues or concerns. Otherwise enter - no issues encountered.
- Upcoming Activities: Provide a timeline and description of upcoming activity.



Commissioners' Agenda Action Sheet

Meeting Date: November 5, 2024
Subject: Help America Vote Act of 2002 (HAVA) Grant Amendment No. 1
Presenter: NA
Prepared By: Lorene Roe
Reviewed By: Brenda Chilton
PA Review: **Approved:** Yes **Denied:** No **N/A:** No
(If denied, include reasoning)

Type of Agenda Item: Consent Agenda

Summary / Background Information

Resolution 2020-339 the Board of Benton County Commissioners approved the Intergovernmental Grant Agreement between the State of Washington, Office of the Secretary of State, and Benton County, to provide the County with federal funds and a state matching share of funds as authorized under Section 101 of the Help America Vote Act of 2002 (HAVA) with an amount of \$203,912.60 expiring on September 30, 2024.

Fiscal Impact

0

Recommendation

Move to approve as part of the Consent Agenda.

Suggested Motion

I move to approve Amendment No. 1 to the Intergovernmental Grant Agreement for funds available from the Help America Vote Act (HAVA) and extending the expiration date of the agreement to June 30, 2029.

Signatures Required on Agreements/Contracts

Signatures required on pg. 20