

**City Council Meeting
February 17, 2015 - 7:30 PM
Auburn City Hall
AGENDA**

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Meeting videos are not available until 72 hours after the meeting has concluded.

I. CALL TO ORDER

A. **Pledge of Allegiance**

B. **Roll Call**

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

III. APPOINTMENTS

IV. AGENDA MODIFICATIONS

V. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

A. **Public Hearings**

No public hearing is scheduled for this evening.

B. **Audience Participation**

This is the place on the agenda where the public is invited to speak to the City Council on any issue. Those wishing to speak are reminded to sign in on the form provided.

C. **Correspondence**

There is no correspondence for Council review.

VI. COUNCIL AD HOC COMMITTEE REPORTS

Council Ad Hoc Committee Chairs may report on the status of their ad hoc Council Committees' progress on assigned tasks and may give their recommendation to the City Council, if any.

VII. CONSENT AGENDA

All matters listed on the Consent Agenda are considered by the City Council to be routine and will be enacted by one motion in the form listed.

A. **Minutes of the January 26, 2015 Study Session***

B. **Minutes of the February 2, 2015 Regular Meeting***

C. **Claims Vouchers (Coleman)**

Claims voucher numbers 432351 through 432497 in the amount of

\$3,231,294.35 and three wire transfers in the amount of \$7,638.33 and dated February 17, 2015.

D. **Payroll Vouchers (Coleman)**

Payroll check numbers 535345 through 535375 in the amount of \$898,901.41, electronic deposit transmissions in the amount of \$1,308,595.71 for a grand total of \$2,207,497.12 for the period covering January 29, 2015 to February 11, 2015

E. **Public Works Project No. CP1104* (Snyder)**

City Council to approve final pay estimate No. 5 to contract No. 14-09 in the amount of \$48,023.32 and accept construction of project No. CP1104, 8th St NE and 104th Ave SE Intersection Improvements

F. **Public Works Project No. CP1322* (Snyder)**

City Council to approve final pay estimate No. 2 to contract No. 14-16 in the amount of \$37,503.21 and accept construction of project No. CP1322, Annual Traffic Signal Improvements

G. **Public Works Project No. CP1402* (Snyder)**

City Council to award contract No. 15-02, to ICON Materials on their low bid of \$1,584,182.95 for project No. CP1402, 2014 Citywide Pavement Patching and Overlay Project

VIII. **UNFINISHED BUSINESS**

IX. **NEW BUSINESS**

X. **ORDINANCES**

A. **Ordinance No. 6556 (First Reading)* (Snyder)**

An Ordinance of the City Council of the City of Auburn, Washington, amending Auburn City Code Chapter 2.94 entitled "Citizen's Committee for Transportation, Transit and Trails" for the purpose of revising the code language and creating a new Transportation Advisory Board

(RECOMMENDED ACTION: City Council suspend the rules and adopt Ordinance No. 6556 on first reading.)

XI. **RESOLUTIONS**

A. **Resolution No. 5122* (Snyder)**

A Resolution of the City Council of the City of Auburn, Washington, setting a public hearing to consider a franchise agreement with Astound Broadband, LLC

(RECOMMENDED ACTION: City Council adopt Resolution No. 5122.)

B. **Resolution No. 5123* (Snyder)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to accept Federal Grant Funds to be administered through the Washington State Department of Transportation

(RECOMMENDED ACTION: City Council adopt Resolution No. 5123.)

C. **Resolution No 5124* (Hursh)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an Interlocal Agreement with the City of Kent to provide federal grant subrecipient monitoring services

(RECOMMENDED ACTION: City Council adopt Resolution No. 5124.)

D. **Resolution No. 5132* (Snyder)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute interagency agreements between the City of Auburn (the City) and the Washington State Department of Transportation (WSDOT) relating to Project Nos. CP1118, CP1119, CP1218 (Auburn Way South Corridor Improvements Projects)

(RECOMMENDED ACTION: City Council adopt Resolution No. 5132.)

XII. **MAYOR AND COUNCILMEMBER REPORTS**

At this time the Mayor and City Council may report on their significant City-related activities since the last regular Council meeting.

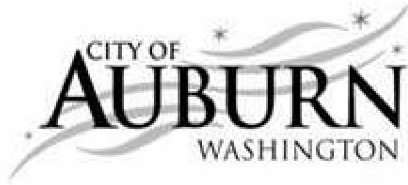
A. **From the Council**

B. **From the Mayor**

XIII. **ADJOURNMENT**

Agendas and minutes are available to the public at the City Clerk's Office, on the City website (<http://www.auburnwa.gov>), and via e-mail. Complete agenda packets are available for review at the City Clerk's Office.

*Denotes attachments included in the agenda packet.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the January 26, 2015 Study Session

Date:

February 11, 2015

Department:

Administration

Attachments:

[1-26-2015 Study Session Minutes](#)

Budget Impact:

\$0

Administrative Recommendation:**Background Summary:****Reviewed by Council Committees:****Councilmember:****Staff:**

Meeting Date: February 17, 2015

Item Number: CA.A



**City Council Study Session
January 26, 2015 - 5:30 PM
Auburn City Hall
MINUTES**

I. CALL TO ORDER

Deputy Mayor John Holman called the meeting to order at 5:30 p.m. in the Council Chambers at Auburn City Hall, 25 West Main Street in Auburn.

A. Roll Call

City Councilmembers present: Deputy Mayor Holman, Rich Wagner, Bill Peloza, Largo Wales, Wayne Osborne, Claude DaCorsi and Yolanda Trout.

City officials and staff members present included: Mayor Nancy Backus, City Attorney Daniel B. Heid, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Finance Director Shelley Coleman, Customer Care Manager Brenda Goodson-Moore, Solid Waste and Recycling Supervisor Joan Nelson, Chief of Police Bob Lee, Director of Administration Michael Hursh, Public Affairs and Marketing Liaison Dana Hinman, Parks, Arts and Recreation Director Daryl Faber, IT Operations Manager Ashley Riggs, IT Customer Support Manager Reba Stowe, and Deputy City Clerk Shawn Campbell.

II. AGENDA MODIFICATIONS

Discussion of the System Development Charges were removed from the agenda and discussion of Sound Cities Public Issues Committee Topics, Update on the Golf Course and Regional Committee Assignments were added to the agenda.

Deputy Mayor Holman asked Laura Westergard from the Auburn Downtown Association to provide Council with the 2014 Downtown Façade recommendations. There will be a presentation and discussion at the next Study Session. He requested Council review the documents provided.

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

**A. Commercial Hazardous Waste Rate Restructure (30 minutes)
(Coleman)**

Director Coleman introduced Liz Tennant and Lynda Ransley from King County Local Hazardous Waste Program.

Ms. Ransley introduced the program and thanked Shelley Coleman, Joan Nelson and Brenda Goodson-Moore for their assistance and implementation of the upcoming rate change. The rate change has

been authorized by the Washington Department of Ecology and the King County Board of Health with oversight by the Coordination Committee. The mission of the program is to reduce the risks posed by the production of hazardous waste, use, storage and disposal for hazardous materials and to fulfill hazardous waste responsibilities for King County and its 30 cities. The funding source for the program is surcharges on wastewater and solid waste collection/disposal services.

Ms. Ransley explained the fee structure has not changed since the inception of the program. The only accounts that will be affected by the increases are non-residential. The fee schedule is changing from a flat fee to a monthly volume-based fee for non-residential customers. The goal is to make the program revenue neutral. The new rate schedule is broken out in tiers, based on monthly volume so the larger users will see an increase in their monthly bill. The residential accounts will see a 22% reduction in their hazardous waste fees. The rate changes will be implemented in April of 2015.

Councilmember DaCorsi asked about assistance to businesses to reduce hazardous waste. Ms. Tennant stated they provide education and consultation services to commercial businesses to help reduce the amount of hazardous waste produced.

Councilmember Osborne noted the changes primarily affect multi-family buildings and commercial customers.

Councilmember Pelosa asked how the program will affect the school district. Ms. Ransley explained the program contacted the school districts directly. The change to their monthly bill will not be substantial.

Councilmember Wales asked how King County is going to assist the City in cost recovery for the changes. Ms. Ransley explained they are working with City staff to identify some of the implementation costs that can be reimbursed. The County intends to work with Springbrook, the City of Auburn's billing service, and pay for programming costs. The County will also offer direct contact assistance to customers with questions. Director Coleman explained there will be some additional staff time required.

Deputy Mayor Holman thanked both Ms. Ransley and Ms. Tennant for their time and presentation.

B. Sound Cities Public Issues Committee Topics

Mayor Backus stated the Council has requested updates on the discussion topics at the Sound Cities Public Issues Committee meeting. At the last meeting the Committee discussed King County's request for support for flexibility in uses of the Hotel/Motel Taxes collected. King

County requested that once the Century Link Stadium bond has been paid off for the County to be allowed to bond against the tax revenues in the future for affordable housing. The change would only affect the King County portion of the tax.

Councilmember Pelozo stated the Seattle Times published an interesting article regarding the stadium being paid off ahead of schedule.

Councilmember Wales stated she is glad to hear the request does not affect the City of Auburn's revenue. She requested the Mayor confirm the City of Auburn would be able to receive a portion of the funds collected for affordable housing.

Councilmember Osborne asked what the voters were promised originally regarding this tax. Mayor Backus explained this is a continuation of tax, it does not sunset. The tax is to be used for tourism.

Mayor Backus explained that cities will still have to use the tax revenue for tourism, King County wants the legislation to go through to allow the County to use the tax revenue for affordable housing.

Mayor Backus stated the Sound Cities Public Issues Committee also discussed the 1% property tax cap. Several cities and counties are struggling with only being able to implement 1% increase each year. The Committee decided to add this item as a legislative topic.

The Sound Cities Public Issues Committee also discussed the draft Sub Regional Transportation Principles. The Committee will provide feedback to the Puget Sound Regional Council Transportation Policy Board prior to adoption.

Councilmember Wales thanked the Mayor for speaking at the Pierce County Cities and Towns Committee meeting regarding the 1% property tax lid.

C. Update on Golf Course

Mayor Backus explained the Auburn Municipal Golf Course will have a new restaurant vendor. There will be no food available until early to mid February with the exception of catering for the Rotary lunches.

D. Regional Committee Assignments

Mayor Backus explained the Council asked for a future discussion on the Regional Committee assignments. She suggested the Council convene an Ad Hoc Committee to see if there are areas the City is overcommitted, lacking representation or if the committee would be better served by a different representative.

Deputy Mayor Holman asked for volunteers for the Ad Hoc Committee. Councilmember Wales, Councilmember DaCorsi and Councilmember Wagner volunteered and report back to the full Council in the next three to six months.

Councilmember Osborne asked how the Ad Hoc Committee would interview the other Councilmembers regarding their assignments and roles on each committee. City Attorney Heid suggested it could be done at a future Study Session but reminded the Ad Hoc Committee that they could not take testimony or interview the Councilmembers individually.

Mayor Backus suggested the Councilmembers could send agendas for each committee they are on each month to the Ad Hoc Committee to familiarize the Committee members with the topics covered by each regional committee.

IV. OTHER DISCUSSION ITEMS

Deputy Mayor Holman requested the Council review the Study Session topics in the minutes and confirm they are accurate. He will be adding these topics to future Study Session agendas.

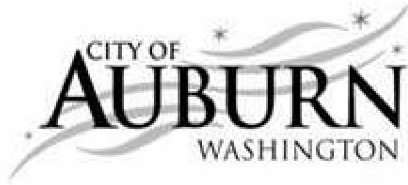
V. ADJOURNMENT

There being no further discussion, the meeting adjourned at 6:30 p.m.

APPROVED this _____ day of February, 2015.

JOHN HOLMAN, DEPUTY MAYOR

Shawn Campbell, Deputy City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the February 2, 2015 Regular Meeting

Date:

February 11, 2015

Department:

Administration

Attachments:

[2-2-2015 minutes](#)

Budget Impact:

\$0

Administrative Recommendation:**Background Summary:****Reviewed by Council Committees:****Councilmember:****Staff:**

Meeting Date: February 17, 2015

Item Number: CA.B



**City Council Meeting
February 2, 2015 - 7:00 PM
Auburn City Hall
MINUTES**

I. CALL TO ORDER

A. Pledge of Allegiance

Mayor Nancy Backus called the meeting to order at 7:00 p.m. and led those in attendance in the Pledge of Allegiance.

B. Roll Call

City Councilmembers present: Deputy Mayor Holman, Rich Wagner, Bill Peloza, Largo Wales, Wayne Osborne, Claude DaCorsi, and Yolanda Trout.

Department Directors and staff members present: Community Development and Public Works Director Kevin Snyder, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Assistant City Engineer Jacob Sweeting, Parks, Arts and Recreation Director Daryl Faber, Public Affairs and Marketing Liaison Dana Hinman, Environmental Services Manager Chris Andersen, Innovation and Technology Customer Support Manager Reba Stowe, Police Commander Mark Caillier, City Attorney Daniel B. Heid, Transportation Manager Pablo Para, Innovation and Technology Operations Manager Ashley Riggs, Director of Administration Michael Hursh; Finance Director Shelley Coleman, Assistant Director of Community Development Services Jeff Tate, and City Clerk Danielle Daskam.

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

There was no announcement, proclamation or presentation.

III. APPOINTMENTS

A. Museum Board

City Council to confirm the reappointment of Bill Green, Joan Mason, and Ronnie Beyersdorf to a second term on the Museum Board, for a term to expire on December 31, 2017.

Deputy Mayor Holman moved and Councilmember Peloza seconded to confirm the reappointment of Bill Green, Joan Mason and Ronnie Beyersdorf to a second term on the Museum Board.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Arts Commission

City Council confirm the appointment of Patricia Judd to the Arts Commission for a new three year, which will expire on December 31, 2017.

Deputy Mayor Holman moved and Councilmember Osborne seconded to confirm the appointment of Patricia Judd to the Arts Commission for a term to expire December 31, 2017.

MOTION CARRIED UNANIMOUSLY. 7-0

IV. AGENDA MODIFICATIONS

Changes to the agenda included substitution of Page 2 of Resolution No. 5119 to correct a scrivener's error, substitution of the page marked TIP #68 proposed modification of Resolution No. 5121, a revised version of Resolution No. 5126, and the addition of Resolution Nos. 5127 and 5128.

V. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

A. Public Hearings

1. Amendment to the 2015-2020 Six Year Transportation Improvement Program (Snyder)
City Council to conduct a public hearing to receive public comments and suggestions with regard to the proposed modifications to the 2015-2020 Transportation Improvement Program (TIP).

Transportation Manager Para provided the staff report on the proposed modifications to the 2015-2020 Transportation Improvement Program (TIP). The proposed modifications are for two projects for which the City was awarded grant funding. The projects are required to be adopted into the City's TIP in order to obligate the grant funds and proceed with the projects.

TIP#67 is a Federal Safety grant project, and the total grant award is \$412,575.00.

TIP#68 is an existing programmed project modified to reflect the actual Federal grant award amount. TIP#68 is also a safety project to improve the intersection of A Street SE and 37th Street SE. The total grant amount is \$792,260.00.

Mayor Backus opened the public hearing at 7:06 p.m. No one in the audience addressed the Council, and the hearing was closed.

B. Audience Participation

This is the place on the agenda where the public is invited to speak to the City Council on any issue. Those wishing to speak are reminded to sign in on the form provided.

There was no audience participation.

C. Correspondence

There was no correspondence for Council review.

VI. COUNCIL AD HOC COMMITTEE REPORTS

Council Ad Hoc Committee Chairs may report on the status of their ad hoc Council Committees' progress on assigned tasks and may give their recommendations to the City Council, if any.

Councilmember Trout reported on behalf of the Council ad hoc committee that reviews claims and payroll vouchers. Councilmember Trout reported the

committee recommends approval of the claims and payroll vouchers as presented.

VII. CONSENT AGENDA

All matters listed on the Consent Agenda are considered by the City Council to be routine and will be enacted by one motion in the form listed.

- A. Minutes of the January 12, 2015 Study Session
- B. Minutes of the January 20, 2015 Regular Meeting
- C. Claims Vouchers (Coleman)
Claims voucher numbers 432183 through 432350 in the amount of \$2,284,707.09 and one wire transfer in the amount of \$3,016.43 and dated February 2, 2015.
- D. Payroll Vouchers (Coleman)
Payroll check numbers 535312 through 535344 in the amount of \$291,676.07 and electronic deposit transmissions in the amount of \$1,377,825.33 for a grand total of \$1,669,501.40 for the period covering January 15, 2015 to January 28, 2015.
- E. Public Works Project No. CP0915 (Snyder)
City Council award Contract No. 14-21 to McClure & Sons, Inc. on their low bid of \$1,909,660.00 plus Washington State sales tax of \$181,417.70 for a total contract price of \$2,091,077.70 for Project No. CP0915, Well 1 Onsite Improvements
- F. Public Works Project No. CP1304 (Snyder)
City Council award Contract No. 14-12 to Transportation Systems, Inc. on their low bid of \$164,899.25 for project No. CP1304 – 37th Street NW and B Street NW Pre-Signal

Deputy Mayor Holman moved and Councilmember Wales seconded to approve the Consent Agenda.

The Consent Agenda includes minutes, claims and payroll vouchers, and public works contract items.

MOTION CARRIED UNANIMOUSLY. 7-0

VIII. UNFINISHED BUSINESS

There was no unfinished business.

IX. NEW BUSINESS

- A. SCORE Jail Statistics (Mayor Backus)

Mayor Backus is the City's representative to the South Correctional Entity (SCORE) Board and presented a PowerPoint presentation on jail statistics. The SCORE member cities include Auburn, Renton, Federal Way, Tukwila, Burien, SeaTac and Des Moines. Auburn's average daily population in 2014 ranged from a low of 62 to a high of 75.

Mayor Backus reviewed Auburn's billable average daily population (ADP) from 2012 - 2014 and noted a significant decrease in jail population for

Auburn since contracting with King County for court services. Auburn's 2012 ADP was 100 and 2014 reflected a median ADP of 66. Mayor Backus stated contracting with King County for court services has saved the City approximately \$2 million annually.

Mayor Backus also reviewed total bookings for member cities and contract agencies, bookings by type in 2014, SCORE contract billable ADP for 2013-2014, daily billable population for 2014, and male and female member agency bookings in 2014.

Councilmember Wagner requested that SCORE include medical costs as part of the member cities' report.

Mayor Backus indicated she would present Council with SCORE jail statistics on a monthly basis.

X. ORDINANCES

- A. Ordinance No. 6554 (First Reading) (Snyder)
An Ordinance of the City Council of the City of Auburn, Washington, approving the Final Plat of Spencer Place

Councilmember Pelozo moved and Deputy Mayor Holman seconded to approve Ordinance No. 6554.

Deputy Mayor Holman moved and Councilmember Wales seconded to suspend the rules and adopt Ordinance No. 6554 on first reading.

MOTION CARRIED UNANIMOUSLY.

MOTION TO ADOPT ORDINANCE NO. 6554 PASSED UNANIMOUSLY.
7-0

- B. Ordinance No. 6550 (Second Reading) (Coleman)
An Ordinance of the City Council of the City of Auburn, Washington, establishing the Local Sales and Use Tax Rate for Local Revitalization Financing for 2015

City Attorney Heid read Ordinance No. 6550 on second reading. First reading of Ordinance No. 6550 was conducted on January 20, 2015.

MOTION TO ADOPT ORDINANCE NO. 6550 ON SECOND READING
PASSED UNANIMOUSLY. 7-0

- C. Ordinance No. 6551 (Second Reading) (Coleman)
An Ordinance of the City Council of the City of Auburn, Washington, amending Sections 13.06.280, 13.06.290, and 13.06.300 of the Auburn City Code relating to liening and noticing owners who have failed to pay their utility charges of water service termination

City Attorney Heid read Ordinance No. 6551 on second reading. First reading of Ordinance No. 6551 was conducted on January 20, 2015.

Councilmember Pelozo spoke in favor of Ordinance No. 6551.

MOTION TO ADOPT ORDINANCE NO. 6551 ON SECOND READING
PASSED UNANIMOUSLY. 7-0

XI. RESOLUTIONS

- A. Resolution No. 5119 (Coleman)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the City of Auburn to impose a sales and use tax as authorized by RCW 82.14.415 as a credit against state sales and use tax, relating to annexations

Deputy Mayor Holman moved and Councilmember DaCorsi seconded to adopt Resolution No. 5119.

MOTION CARRIED UNANIMOUSLY. 7-0

- B. Resolution No. 5121 (Snyder)
A Resolution of the City Council of the City of Auburn, Washington, amending the 2015-2020 Six-Year Transportation Improvement Program of the City of Auburn pursuant to RCW Chapter 35.77

Deputy Mayor Holman moved and Councilmember Peloza seconded to adopt Resolution No. 5121 as revised by the agenda modification.

MOTION CARRIED UNANIMOUSLY. 7-0

- C. Resolution No. 5126 (Hursh)
A Resolution of the City Council of the City of Auburn, Washington, adopting the 2015 Community Development Block Grant Action Plan

Councilmember DaCorsi moved and Councilmember Trout seconded to adopt Resolution No. 5126.

Councilmember Wales noted less than ten percent of the program costs are for administration and congratulated Director Hursh on maintaining low administrative costs. Councilmember Wales suggested defining sustainability in the Plan and focus on coordination of services. Director Hursh stated the Plan's components, goals and sustainability will be a topic at a future Council study session.

Councilmember Wagner suggested discussion of the King County Consortium be included in the study session on the Action Plan and sustainability.

MOTION CARRIED UNANIMOUSLY. 7-0

- D. Resolution No. 5127
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute a grant contract between the City of Auburn and the State of Washington Department of Commerce relating to Project No. CP1412, Auburn Community Center

Deputy Mayor Holman moved and Councilmember Peloza seconded to adopt Resolution No. 5127.

MOTION CARRIED UNANIMOUSLY. 7-0

- E. Resolution No. 5128
A Resolution of the City Council of the City of Auburn, Washington, authorizing the City to expend funds to abate the litter, junk, garbage, health concerns and attractive nuisance conditions at 625 9th Street SE, in the city of Auburn

Councilmember Pelozo moved and Councilmember Trout seconded to adopt Resolution No. 5128.

Assistant Director of Community Development Services Tate explained the resolution provides authorization to proceed with abatement action for the property at 625 9th Street SE. Any funds expended to abate the nuisance will be lien against the property. Mr. Tate reported the property has been lien for unpaid utility services.

Councilmember Wagner suggested including an overall photo of the neighborhood in future abatement action materials.

MOTION CARRIED UNANIMOUSLY. 7-0

XII. MAYOR AND COUNCILMEMBER REPORTS

At this time the Mayor and City Council may report on their significant City-related activities since the last regular Council meeting.

A. From the Council

Deputy Mayor Holman reported on his meeting with the Auburn Auburn Junior City Council and a meeting of the Washington State Forensics Council.

Councilmember DaCorsi reported on his attendance at the Sound Cities Association Board meeting and orientation. Councilmember DaCorsi also reported on his work with the Association of Washington Cities' legislative committee and preparations for City Action Days. The legislative committee discussed efforts to gain additional revenue sharing of liquor taxes and revenue sharing for the marijuana excise tax.

Councilmember Wales reported on her attendance at the Tacoma-Pierce County Public Health Board meeting where the Board discussed options for a new public health facility and public awareness emphasis related to immunization in light of the recent measles outbreak.

Councilmember Pelozo reported on his attendance at the Auburn Airport Advisory Board meeting, the King County Water Pollution Abatement Committee meeting, and the Water Resource Inventory Area (WRIA) 9 meeting.

Councilmember Osborne reported on his attendance at the Regional Transit Committee meeting.

B. From the Mayor

Mayor Backus reported on her attendance at the United States Conference of Mayors winter meeting in Washington, D.C. and spoke particularly regarding a presentation from Dr. Frank Luntz on the role and responsibilities

of local government officials in their communities. Mayor Backus spoke regarding the Downtown Business Summit, which brought together downtown business owners, property owners and representatives from the City, Chamber of Commerce and Downtown Association to discuss ways to take advantage of Auburn's changing downtown. Mayor Backus also commented on the Auburn Food Bank Seahawk rally fundraiser which raised over \$1,000 for the Auburn Food Bank.

XIII. EXECUTIVE SESSION

At 8:11 p.m., Mayor Backus recessed the meeting to executive session for approximately 15 minutes in order to discuss real property sale/acquisition pursuant to RCW 42.30.110(1)(b). City Attorney Heid, Director of Community Development and Public Works Kevin Snyder, and Environmental Services Manager Chris Andersen attended the executive session. At 8:31, the executive session was extended an additional two minutes.

The regular meeting was reconvened at 8:36 p.m.

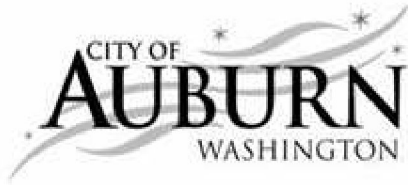
XIV. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 8:36 p.m.

APPROVED THIS _____ day of February, 2014.

NANCY BACKUS, MAYOR

Danielle Daskam, City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers

Date:

February 11, 2015

Department:

City Council

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

Approve Claims Vouchers.

Background Summary:

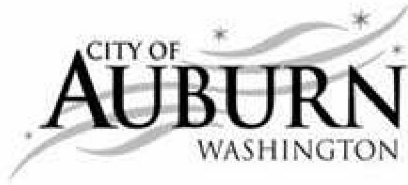
Claims voucher numbers 432351 through 432497 in the amount of \$3,231,294.35 and three wire transfers in the amount of \$7,638.33 and dated February 17, 2015.

Reviewed by Council Committees:**Councilmember:****Staff:**

Coleman

Meeting Date: February 17, 2015

Item Number: CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers

Date:

February 11, 2015

Department:

Administration

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

City Council to approve Payroll Vouchers.

Background Summary:

Payroll check numbers 535345 through 535375 in the amount of \$898,901.41, electronic deposit transmissions in the amount of \$1,308,595.71 for a grand total of \$2,207,497.12 for the period covering January 29, 2015 to February 11, 2015

Reviewed by Council Committees:**Councilmember:****Staff:**

Coleman

Meeting Date: February 17, 2015

Item Number: CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1104

Date:

February 10, 2015

Department:

CD & PW

Attachments:

[Budget Status Sheet](#)

[Final Pay Estimate No. 5](#)

[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council approve Final Pay Estimate No. 5 to Contract No. 14-09 in the amount of \$48,023.32 and accept construction of Project No. CP1104, 8th St NE and 104th Ave SE Intersection Improvements.

Background Summary:

This project provided vehicular and pedestrian safety improvements at the intersection of 8th Street NE and 104th Avenue SE. Specifically this project provided the following intersection enhancements:

- Replaced the existing left turn signal head from 8th Street to northbound 104th Ave with a flashing yellow signal head;
- Replaced the existing traffic signal cabinet and components with new signal cabinet and components to accommodate the new flashing yellow signal and new battery backup system;
- Replaced vehicle detector loops on all four legs of the intersection;
- Replaced the existing pedestrian signal heads and pushbuttons with LED countdown type heads and audible style pushbuttons; and
- Replaced the existing curb ramps with at-grade pedestrian crossings to meet current American With Disabilities Act (ADA) requirements.

The final construction contract amount is at 90% of the contract including change orders due to a variety of line item savings. A project budget contingency of \$32,710.00 remains in the 102 Unrestricted Street Fund.

Reviewed by Council Committees:

Councilmember:

Staff:

Snyder

Meeting Date: February 17, 2015

Item Number: CA.E

BUDGET STATUS SHEET

Project No: CP1104	Project Title: 8th St NE & 104th Ave SE Intersection Improvements
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Project Manager: Matthew Larson

Initiation Date: 11/15/2010

Advertisement Date: 06/05/2014

Award Date: 07/21/2014

- ☐ Project Update

☐ Permission to Advertise

☐ Contract Award

☐ Change Order Approval

☒ Contract Final Acceptance

Date: Feb. 4, 2015

The "Future Years" column indicates the projected amount to be requested in future budgets.

Funds Budgeted (Funds Available)

Funding	Prior Years	2014	2015	Future Years	Total
102 Fund (Traffic Impact Fees)	11,208				11,208
102 Fund (Unrestricted Street Revenue)		90,084	88,748		178,832
REET 2		119,000			119,000
102 Fund - Federal Grant	40,816	59,184			100,000
Total	52,024	268,268	88,748	0	409,040

Estimated Cost (Funds Needed)

Activity	Prior Years	2014	2015	Future Years	Total
Design Engineering - City Costs	38,614	34,403			73,017
Design Engineering - Consultant Costs	13,410	166			13,576
WSDOT Review		485	515		1,000
Construction - Contract		196,362	61,827		258,189
Change Order			12,891		12,891
Line Item Changes			(26,695)		(26,695)
Construction Engineering - City Costs		36,852	7,500		44,352
Total	52,024	268,268	56,038	0	376,330

102 Arterial Street Budget Status

	Prior Years	2014	2015	Future Years	Total
*102 Funds Budgeted ()	(52,024)	(268,268)	(88,748)	0	(409,040)
102 Funds Needed	52,024	268,268	56,038	0	376,330
*102 Fund Project Contingency ()	(0)	(0)	(32,710)	0	(32,710)
102 Funds Required	0	0	0	0	0

* (#) in the Budget Status Sections indicates Money the City has available.

CITY OF AUBURN
CP1104
PAY ESTIMATE #5 & FINAL

18637

CO. NO. 14-09
8th St NE & 104th Ave SE Intersection Improvements
SCHEDULE A: Street Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
1	One Year Warranty Bond (Not FHWA Eligible)	1	1	1	LS	500.00	\$ 500.00	\$ 500.00	100%
2	SPCC Plan	1	1		LS	500.00	\$ 500.00	\$ -	100%
3	Utility Potholing	3	0		EA	150.00	\$ -	\$ -	0%
4	Mobilization	1	1		LS	25,000.00	\$ 25,000.00	\$ -	100%
5	Traffic Control Supervisor	1	1.00	0.33	LS	11,188.52	\$ 11,188.52	\$ 3,722.84	100%
6	Traffic Control Labor (Min. Bid \$38.00 per hour)	960	347.5	28	HR	38.00	\$ 13,205.00	\$ 1,064.00	36%
7	Sequential Arrow Sign	10	17	3	DAY	111.69	\$ 1,898.73	\$ 335.07	170%
8	Outside Agency Uniformed Police Flagging Labor	1	1.03		Est.	2,500.00	\$ 2,581.21	\$ -	103%
9	Removal of Structures and Obstructions	1	1		LS	1,703.70	\$ 1,703.70	\$ -	100%
10	Roadway Excavation Incl. Haul	60	65.818		CY	406.58	\$ 26,760.28	\$ -	110%
11	Crushed Surfacing Top Course	50	21.27		TON	189.41	\$ 4,028.75	\$ -	43%
12	Commercial HMA	55	81.56		TON	223.37	\$ 18,218.06	\$ -	148%
13	Asphalt Cold Patch	15	0		TON	211.83	\$ -	\$ -	0%
14	Catch Basin Frame and Grate	1	1		EA	755.61	\$ 755.61	\$ -	100%
15	Adjust Valve Box	1	2		EA	100.00	\$ 200.00	\$ -	200%
16	Erosion/Water Pollution Control	1	0.432392		Est.	2,500.00	\$ 1,080.98	\$ -	43%
17	Inlet Protection	3	2		EA	141.60	\$ 283.20	\$ -	67%
18	High Visibility Silt Fence	132	134		LF	12.37	\$ 1,657.58	\$ -	102%
19	Roadside Restoration	1	0.336		Est.	5,000.00	\$ 1,681.74	\$ -	34%
20	Cement Conc. Traffic Curb and Gutter	170	178		LF	32.39	\$ 5,700.64	\$ -	104%
21	Cement Conc. Pedestrian Curb	160	165		LF	30.48	\$ 5,029.20	\$ -	103%
22	Coated Chain Link Fence Type 4	56	62	62	LF	29.92	\$ 1,855.04	\$ 1,855.04	111%
23	Detectable Warning Surface	46	47.8		SF	53.61	\$ 2,562.56	\$ -	104%
24	Traffic Signal Modifications, Complete	1	1	0.3097205	LS	89,291.36	\$ 89,291.36	\$ 27,655.36	100%
25	Induction Loop Vehicle Detector	13	13		EA	689.54	\$ 8,964.02	\$ -	100%
26	Paint Line	60	86		LF	4.47	\$ 384.42	\$ -	143%
27	Plastic Stop Line	33	65.5		LF	11.17	\$ 731.64	\$ -	198%
28	Plastic Crosswalk Line	420	415		SF	7.26	\$ 3,012.90	\$ -	99%
29	Plastic Traffic Arrow	1	1		EA	307.13	\$ 307.13	\$ -	100%
30	Plastic Traffic Letter	4	4		EA	89.35	\$ 357.40	\$ -	100%
31	Profiled Plastic Line	116	128		LF	13.96	\$ 1,786.88	\$ -	110%
32	Removing Plastic Traffic Marking	5	8		EA	4.47	\$ 35.76	\$ -	160%
33	Removing Paint Line	115	113		LF	2.23	\$ 251.99	\$ -	98%
CO-1	Aerial Fiber Optic System, Complete	1	1	1	LS	12,891.00	\$ 12,891.00	\$ 12,891.00	100%

SCHEDULE TOTAL \$ 48,023.32

Period Dates
Begin: Dec. 21, 2014
End: Jan. 12, 2014

CITY OF AUBURN
PROJECT SUMMARY

CP1104, 8th St NE & 104th Ave SE Intersection Improvements
CO. NO. 14-09

PAY ESTIMATE #5 & FINAL

	Original Contract Amount	Contract Change Orders	Total Payment	This Period	Percent/Contract
SCHEDULE A: Street Improvements					
Contract	\$ 258,189.23	\$ 12,891.00	\$ 244,385.29	\$ 48,023.32	90%
Sales Tax Not Applicable					
No Retainage Withheld					
SCHEDULE TOTAL	\$ 258,189.23	\$ 12,891.00	\$ 244,385.29	\$ 48,023.32	

TOTAL CONTRACT AMOUNT TO DATE (including Sales Tax)	\$	244,385.29	
TOTAL PAYMENT TO CONTRACTOR	\$	244,385.29	\$ 48,023.32
PAYMENT DUE CONTRACTOR:			\$ 48,023.32

Period Dates
Begin: Dec. 21, 2014
End: Jan. 12, 2014

CITY OF AUBURN
CP1104

CO. NO. 14-09
8th St NE & 104th Ave SE Intersection Improvements

PAY ESTIMATE #5 & FINAL

CONTRACTOR:
Valley Electric Company of Mount Vernon
1100 Merrill Creek Parkway
Everett, WA 98023
Phone: 425-407-0832

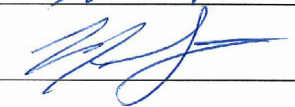
The undersigned has reviewed and approved this final pay estimate. I agree that it is a true and correct statement showing all monies due me from the City of Auburn under this contract; that I have carefully examined the final pay estimate estimate and understand it and that I hereby release the City of Auburn from any and all claims of whatsoever nature which I may have, arising out of this contract, which are not set forth in this estimate.

PAYMENT DUE TO CONTRACTOR = \$ 48,023.32

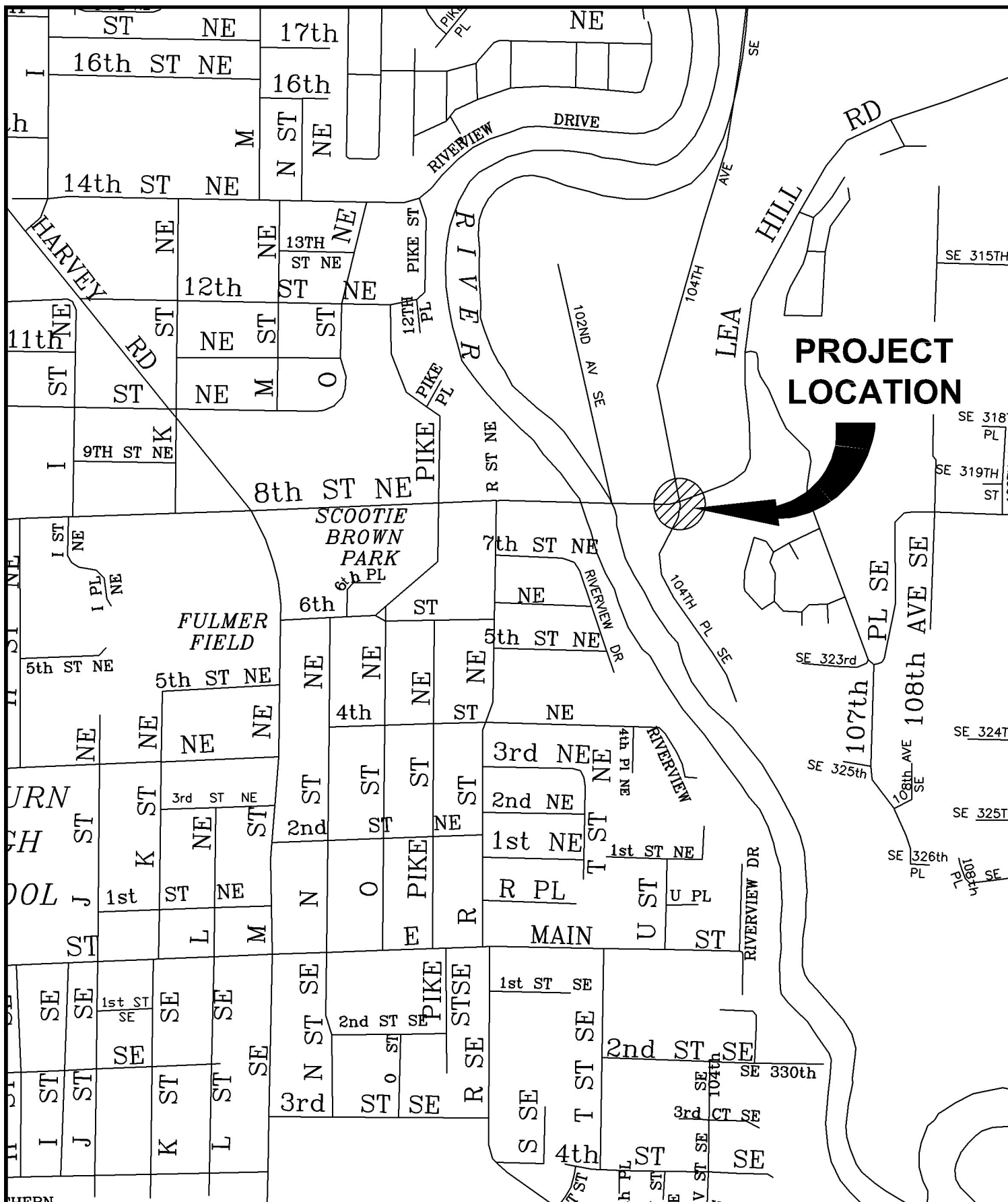
Signatures:

Contractor  Date 2/6/15

Inspector  Date 2-9-15

Project Manager  Date 2/9/2015

City Engineer _____ Date _____



**PROJECT
LOCATION**





AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1322

Date:

February 5, 2015

Department:

CD & PW

Attachments:

[Budget Status Sheet](#)

[Final Pay Estimate](#)

[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council approve Final Pay Estimate No. 2 to Contract No. 14-16 in the amount of \$37,503.21 and accept construction of Project No. CP1322, Annual Traffic Signal Improvements.

Background Summary:

The purpose of this project was to construct traffic signal system improvements including upgrades and repairs to vehicle detection systems, installation of accessible pedestrian pushbuttons, and upgrading traffic signal systems by installing flashing yellow arrow signal heads, installing auxiliary signal heads, and installing signal head backplates, at various locations throughout the City. See attached Vicinity Map for details regarding specific improvements and locations.

This project included a procurement phase during which equipment that required long lead times, or items that would be installed by City forces, were purchased by the City. Items not installed by City forces were installed by a Contractor during the construction phase of the project.

The final construction contract amount is at 87% of the original contract amount due to line item savings related to traffic control. A budget contingency of \$103,836.00 remains in the 328 Fund.

Reviewed by Council Committees:**Councilmember:****Staff:**

Snyder

Meeting Date:

February 17, 2015

Item Number: CA.F

BUDGET STATUS SHEET

Project No: CP1322	Project Title: Annual Traffic Signal Improvements
Project Manager: Luis Barba	Date: February 4, 2015

Initiation Date: 1/21/2014
 Advertisement Date: 8/18/2014
 Award Date: 9/15/2014

- | | |
|----------------------------------|----------------------------------|
| ☐ | Project Update |
| ☐ | Permission to Advertise |
| ☐ | Contract Award |
| ☐ | Carry Forward |
| ☒ | Contract Final Acceptance |

The "Future Years" column indicates the projected amount to be requested in future budgets.

Funds Budgeted (Funds Available)

Funding	2013 (Actual)	2014 (Actual)	2015	Total
328 Fund - Capital Signal Equipment Funds	0	45,234		45,234
328 Fund - Capital Signal Improvement Funds	0	324,267		324,267
Total	0	369,501		369,501

Estimated Cost (Funds Needed)

Activity	2013 (Actual)	2014 (Actual)	2015	Total
Design Engineering - City Costs*		702		702
Equipment Procurement	0	149,821	0	149,821
Construction Contract	0	75,665	57,046	132,711
Line Item Changes	0	0	(17,569)	(17,569)
Construction Engineering - City Costs*				
Total	0	226,188	39,477	265,665

*Engineering costs are charged to the Engineering Budget and not shown here.

328 Capital Improvement Budget Status

	2013 (Actual)	2014 (Actual)	2015	Total
**328 Funds Budgeted ()	0	(369,501)	0	(369,501)
328 Funds Needed	0	226,188	39,477	265,665
**328 Fund Project Contingency ()	0	(143,313)	0	(103,836)
328 Funds Required	0	0	39,477	0

** (#) in the Budget Status Sections indicates money the City has available.

CITY OF AUBURN
CP1322
PAY ESTIMATE #2 & FINAL

CO. NO. 14-16
Annual Traffic Signal Improvements
SCHEDULE A: Street Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
1	Minor Changes	1	0.832988	0.832988	Eq. Adj.	5,000.00	\$ 4,164.94	\$ 4,164.94	83%
2	SPCC Plan	1	1		LS	300.00	\$ 300.00	-	100%
3	Mobilization	1	1		LS	11,837.00	\$ 11,837.00	-	100%
4	Traffic Control Labor (Min. Bid \$38.00 per hour)	550	187	83	HR	52.00	\$ 9,724.00	\$ 4,316.00	34%
5	Outside Agency Uniformed Police Flagging Labor	1	2.057		Eq. Adj.	2,500.00	\$ 5,142.50	-	206%
6	Sequential Arrow Sign	25	20	10	Day	100.00	\$ 2,000.00	\$ 1,000.00	80%
7	Traffic Control Supervisor	1	1	0.6	LS	3,800.00	\$ 3,800.00	\$ 2,280.00	100%
8	Pedestrian Push Button Assembly Complete	1	1	0.449242	LS	29,414.00	\$ 29,414.00	\$ 13,214.00	100%
9	Relocate Signal Head	2	2		EA	500.00	\$ 1,000.00	-	100%
10	Remove Signal Head	4	4		EA	400.00	\$ 1,600.00	-	100%
11	Remove Traffic Video Detection Camera	16	16	12	EA	300.00	\$ 4,800.00	\$ 3,600.00	100%
12	Induction Loop Vehicle Detector	4	4		EA	800.00	\$ 3,200.00	-	100%
13	Traffic Signal Revision Signage	4	4		EA	180.00	\$ 720.00	-	100%
14	Install Louvered Backplate With Reflective Tape Comp	1	1	0.7234	LS	1,800.00	\$ 1,800.00	\$ 1,302.12	100%
15	Install Traffic Video Detection Camera	16	16	12	EA	800.00	\$ 12,800.00	\$ 9,600.00	100%
16	Install Radar/Video Traffic Video Detection Camera	2	2		EA	900.00	\$ 1,800.00	-	100%
17	Install Backplate Tape	4	4		EA	180.00	\$ 720.00	-	100%
18	4-Section Signal Head with Type M Mount	5	5		EA	1,550.00	\$ 7,750.00	-	100%
19	3-Section Signal Head with Type M Mount	2	2		EA	1,350.00	\$ 2,700.00	-	100%
20	4-Section Signal Head with Type K Mount	1	1		EA	1,650.00	\$ 1,650.00	-	100%
21	3-Section Signal Head and 4-Section Signal Head with	3	3		EA	2,500.00	\$ 7,500.00	-	100%
22	Relocate Traffic Sign	2	2		EA	120.00	\$ 240.00	-	100%
23	Remove Traffic Sign	4	4		EA	120.00	\$ 480.00	-	100%

SCHEDULE TOTAL \$ 39,477.06

Period Dates
Begin: Dec. 20, 2014
End: Jan. 30, 2015

CA.F

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CITY OF AUBURN
PROJECT SUMMARY

CP1322, Annual Traffic Signal Improvements
CO. NO. 14-16

PAY ESTIMATE #2 & FINAL

	Original Contract Amount	Contract Change Orders	Total Payment	This Period	Percent/Contract
SCHEDULE A: Street Improvements					
Contract	\$ 132,711.00	\$ -	\$ 115,142.44	\$ 39,477.06	87%
Tax Not Applicable					
Retainage (-5%)			\$ (5,757.12)	\$ (1,973.85)	
SCHEDULE TOTAL	\$ 132,711.00	\$ -	\$ 109,385.32	\$ 37,503.21	

TOTAL CONTRACT AMOUNT TO DATE (including Sales Tax)

\$ 115,142.44

TOTAL PAYMENT TO CONTRACTOR

\$ 109,385.32 \$ 37,503.21

PAYMENT DUE CONTRACTOR:

\$ 37,503.21

Period Dates
Begin: Dec. 20, 2014
End: Jan. 30, 2015

CA.F

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2 of 3

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CITY OF AUBURN
CP1322

CO. NO. 14-16
Annual Traffic Signal Improvements

PAY ESTIMATE # 2 & FINAL

CONTRACTOR:
American Electrical Services
PO Box 1350
Sumner, WA 98321
Phone: 360-829-1763

The undersigned has reviewed and approved this final pay estimate. I agree that it is a true and correct statement showing all monies due me from the City of Auburn under this contract; that I have carefully examined the final pay estimate estimate and understand it and that I hereby release the City of Auburn from any and all claims of whatsoever nature which I may have, arising out of this contract, which are not set forth in this estimate.

PAYMENT DUE TO CONTRACTOR = \$ 37,503.21

Signatures:

Contractor



Date 2/2/15

Inspector



Date 2-6-15

Project Manager



Date 2/3/15

City Engineer

Date

**S. 277TH ST/FRONTAGE RD
VEHICLE DETECTION UPGRADE**

**AUBURN WAY N/37TH ST NE
TRAFFIC SIGNAL CABINET**

**W VALLEY HWY/15TH ST NW
TRAFFIC SIGNAL CABINET**

**AUBURN WAY N/15TH ST NE
VEHICLE DETECTION UPGRADE
SIGNAL BACKPLATES**

**AUBURN WAY/8TH ST NE
ADA PUSHBUTTONS**

**AUBURN AVE/4TH ST NE
VEHICLE DETECTION LOOPS**

**AUBURN AVE/2ND ST SE
ADA PUSHBUTTONS**

**AUBURN WAY/MAIN ST
ADA PUSHBUTTONS
BATTERY BACKUP COMPONENTS**

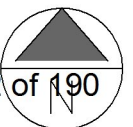
**3RD ST SE/A ST SE
RELOCATE TRAFFIC SIGNAL**

**AUBURN WAY S/2ND ST SE
ADA PUSHBUTTONS**

**A ST SE/17TH ST SE
BATTERY BACKUP COMPONENTS**

**15TH ST SW CORRIDOR
VEHICLE DETECTION UPGRADES
SIGNAL BACKPLATES**

**LAKELAND HILLS WAY SE/LAKE TAPPS PKWY SE
FLASHING YELLOW ARROW
ADA PUSHBUTTONS
SIGNAL BACKPLATES**





AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1402

Date:

February 9, 2015

Department:

CD & PW

Attachments:

[Budget Status Sheet](#)

[Bid Tab Summary](#)

[Project Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council award Contract No. 15-02, to ICON Materials on their low bid of \$1,584,182.95 for Project No. Project No. CP1402, 2014 Citywide Pavement Patching and Overlay Project.

Background Summary:

The City received five responsive bids and the low bid was approximately 18% below the engineer's estimate. Staff has performed reference checks and other verifications to determine that ICON Materials meets the responsible bidding criteria and recommends award. Construction of this project is anticipated to begin in March of 2015.

The purpose of this project is to preserve and enhance the City's streets by grinding and overlaying 1.00 lane-mile of arterial and collector streets, patching pavement on 9.53 lane-miles of arterial and collector streets; thick overlaying 0.37 lane-miles of arterial and collector streets; and thin overlaying 1.04 lane-miles of local residential streets as part of the Save Our Streets Program; as well as replacing 30 curb ramps at the various project sites (streets shown on the attached map) to meet current Americans With Disabilities Act (ADA) requirements.

The 2014 Citywide Pavement Patching and Overlay Project is expected to be complete by July 2015, however the work is weather dependent.

A project budget contingency of \$3,280.00 remains in the 103 (Local Street Pavement Preservation) Fund.

A project budget contingency of \$949,257.00 remains in the 105 (Arterial and Collector Pavement Preservation) Fund and will be moved into the 2015 Citywide Pavement Patching and Overlay Project budget.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: February 17, 2015

Item Number: CA.G

BUDGET STATUS SHEET

Project No: CP1402	Project Title: 2014 Citywide Pavement Patching, and Overlay Project
Project Manager: Jai Carter	

Initiation Date: January 6, 2014
 Advertisement Date: Jan 15, 2015
 Award Date: February 16, 2015

- ☐ Final Design

☐ Budget Carry Forward

☐ Permission to Advertise

☒ Contract Award

☐ Contract Final Acceptance

Date: 2-9-15

The "Future Years" column indicates the projected amount to be requested in future budgets.

Funds Budgeted (Funds Available)

Funding	Prior Years	2014	2015	Total
103 Fund - Local Street Preservation			270,000	270,000
105 Fund - Arterial/Collector Preservation		12,100	2,268,529	2,280,629
105 Fund - ICON Materials*			110,000	110,000
105 Fund - Marchini Meadows*			12,350	12,350
Total	0	12,100	2,660,879	2,672,979

*Funds to be contributed as traffic mitigation fee associated with Mining Permit, and a court decision with Marchini Meadows. Shown below combined with 105 fund budget.

Estimated Cost (Funds Needed)

Activity	Prior Years	Actual 2014	2015	Total
Design Engineering - City Costs**		12,050		12,050
Construction Bid			1,584,183	1,584,183
Project Contingency (5%)			79,209	79,209
Construction Engineering - City Costs**			45,000	45,000
Total	0	12,050	1,708,392	1,720,442

**City staff costs for Local Street Preservation (103 fund) are not charged against the project budget, amount shown is for City staff design and construction costs of the Arterial and Collector Streets (105 fund).

103 Local Street Budget Status

	Prior Years	2014	2015	Total
***103 Funds Budgeted ()	0	0	(270,000)	(270,000)
103 Funds Needed	0	0	266,720	266,720
***103 Fund Project Contingency ()	0	0	(3,280)	(3,280)
103 Funds Required	0	0	0	0

105 Arterial/Collector Budget Status

	Prior Years	2014	2015	Total
***105 Funds Budgeted ()	0	(12,100)	(2,390,879)	(2,402,979)
105 Funds Needed	0	12,050	1,441,672	1,453,722
***105 Fund Project Contingency ()	0	(50)	(949,207)	(949,257)
105 Funds Required	0	0	0	0

*** (#) in the Budget Status Sections indicates Money the City has available.

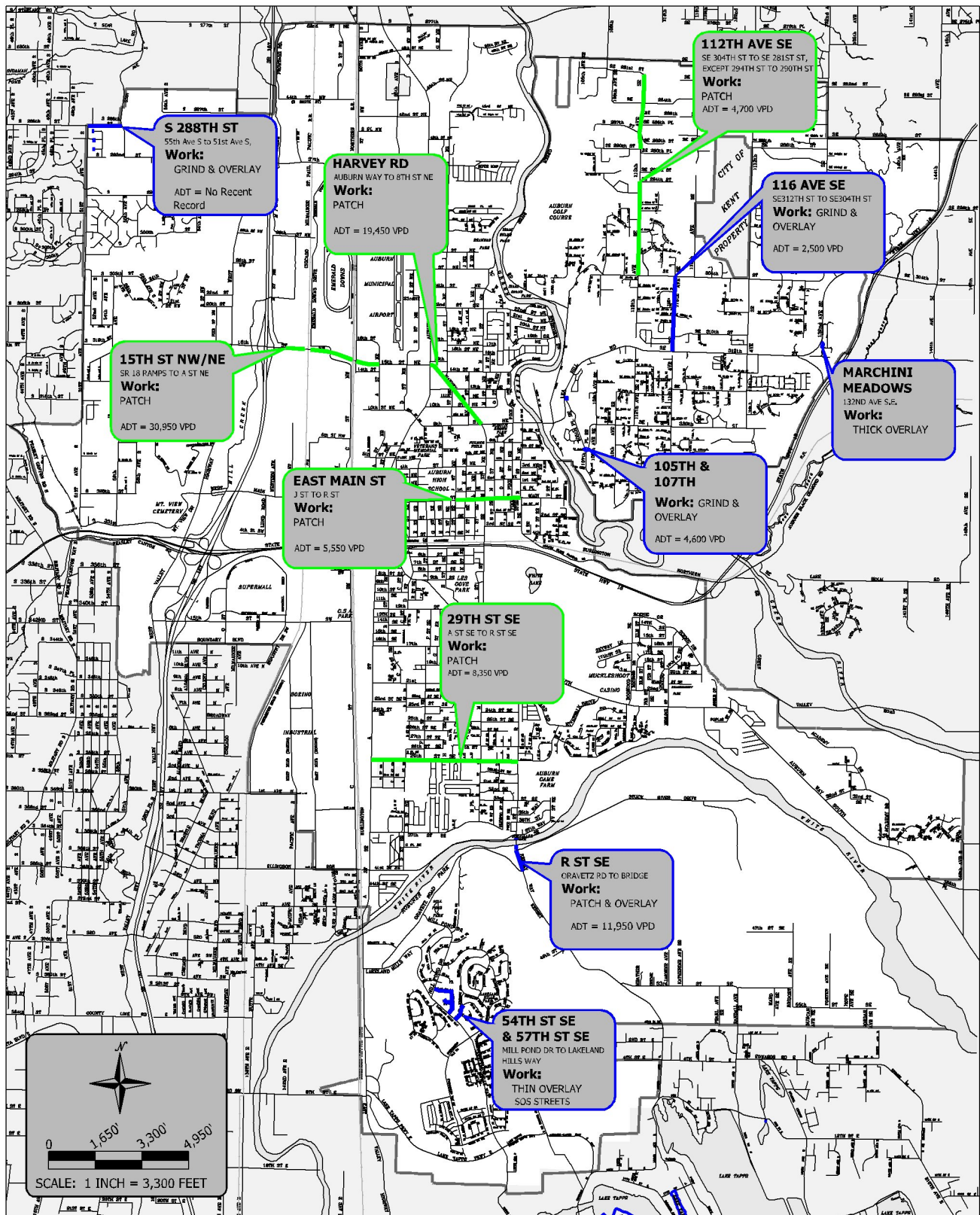
**BID TABULATION
BID TOTALS SUMMARY**

Project Name: CP1402, Citywide Pavement Patching & Overlay, Contract 15-02
Prepared by: City of Auburn
Bid Date: 1/29/15

ENGINEER'S ESTIMATE:		\$ 1,939,968.52		
AVERAGE BASIC BID AMOUNT:		\$ 1,655,397.71		
BASIC BID SPREAD AMOUNT:		\$ 281,188.55	Basic BID Amount	Spread \$
				Spread %
LOW BIDDER:	Icon Materials	\$ 1,584,182.95	-\$355,785.57	-18.34%
Second Bidder:	Puget Paving & Construction, Inc.	\$ 1,598,060.75	-\$341,907.77	-17.62%

Basic BID (No Tax Applicable)

Icon Materials	\$ 1,584,182.95
Puget Paving & Construction, In	\$ 1,598,060.75
Miles Resources LLC	\$ 1,599,861.00
Lakeridge Paving Company	\$ 1,629,512.35
Lakeside Industries, Inc.	\$ 1,865,371.50



CP1402 - 2014 CITYWIDE PAVEMENT PATCHING AND OVERLAY PROJECT

■ PATCH
■ OVERLAY

LEGEND

ADT AVERAGE DAILY TRAFFIC
VPD VEHICLES PER DAY



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6556 (First Reading)

Date:

February 9, 2015

Department:

CD & PW

Attachments:

[Ord 6556](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council introduce and adopt Ordinance No. 6556

Background Summary:

Ordinance No. 6556 is a proposed revision to Chapter 2.94 of the Auburn City Code related to the Transportation, Transit and Trails (TT&T) Committee. Over the past several months staff has been discussing a change to the structure of the TT&T Committee to create a Transportation Advisory Board (TAB). The proposed TAB would have a broader membership representing key elements of the community to provide diverse views and opinions on transportation issues to the Mayor, City Council and City staff. Attached is a Summary of the proposal and a draft of the proposed Ordinance.

Staff discussed these changes with the current Chair of the TT&T Committee, Roger Thordarson, and reviewed the proposal with members of the TT&T Committee at their meeting held on February 4, 2015. The Chair and Committee members voiced support for the proposed changes and felt that it provided greater opportunity for members of the community, both residents and business owners, to get involved in transportation issues and provide valuable input and feedback to the staff, Council and the Mayor on our transportation needs.

The proposed changes were also reviewed with the Council at the February 9, 2015 Study Session.

Staff is requesting that the Council suspend the rules related to a second reading so that the Ordinance can be voted on. We are seeking this due to the desire to have the new Board in place to provide input on the Comprehensive Transportation Plan Update, 6-year Transportation Improvement Program, and on-going funding discussions related to the Transportation Benefit District.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: February 17, 2015

Item Number: ORD.A

ORDINANCE NO. 6 5 5 6

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING AUBURN CITY CODE CHAPTER 2.94 ENTITLED "CITIZEN'S COMMITTEE FOR TRANSPORTATION, TRANSIT AND TRAILS" FOR THE PURPOSE OF REVISING THE CODE LANGUAGE AND CREATING A NEW TRANSPORTATION ADVISORY BOARD

WHEREAS, the City has determined a need to transition the Transportation, Transit and Trails Committee to a Transportation Advisory Board; and

WHEREAS, the revisions will provide for a broader membership from the Auburn community and increase the membership to 15, and

WHEREAS, the revisions will also provide more specificity as to the role of the board.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. AMENDMENT TO CHAPTER OF CITY CODE. That Chapter 2.94 of the Auburn City Code be, and the same is, hereby amended to read as follows:

Chapter 2.94

AUBURN TRANSPORTATION ADVISORY BOARD CITIZEN'S COMMITTEE FOR TRANSPORTATION, TRANSIT AND TRAILS

Sections:

- 2.94.010 Board Committee created.
- 2.94.020 Membership.
- 2.94.030 Appointment.
- 2.94.040 Terms and vacancies.
- 2.94.050 Officers – Meetings.
- 2.94.060 Role of the board committee.
- 2.94.070 Compensation.
- 2.94.080 Annual reports of progress.
- 2.94.090 Severability.

2.94.010 Board Committee created.

There is created an advisory only board to be known as "the Auburn Transportation Advisory Board ~~citizen's committee for transportation, transit and trails of the city of Auburn.~~" (Ord. 6171 § 1, 2008; Ord. 6158 § 1, 2008.)

2.94.020 Membership.

There shall be fifteen (15) nine members of the committee board who shall be appointed by the mayor and confirmed by the city council, and who shall serve at the pleasure of the city council. The members shall be residents of the City or working for a business or organization that has a physical location in the City~~residents of the city.~~ (Ord. 6374 § 1, 2011; Ord. 6171 § 1, 2008; Ord. 6158 § 1, 2008.)

2.94.030 Appointment.

Membership on the board is intended to represent a broad cross-section of the community. Members shall be comprised of:

- A. One (1) representative from the Auburn School District
- B. One (1) representative from Green River College
- C. One (1) representative from the Auburn Area Chamber of Commerce
- D. One (1) representative from the Auburn Downtown Association
- E. One (1) representative from the Muckleshoot Indian Tribe
- F. Two (2) local business representatives
- G. One (1) bicycling community representative
- H. One (1) high school student representative
- I. One (1) senior citizen representative
- J. Three (3) citizens at large selected to maximize geographical representation
- K. One (1) American with Disabilities Act (ADA) accessibility advocacy group representative
- L. One (1) transit users group representative

Organization and school representatives shall be initially recommended to the Mayor by the organizations and school district, provided that a high school student representative does not need to be recommended by the school district and may apply on his/her own.~~The members of the committee shall be appointed from among members of the public to include, to the extent reasonably possible, representation from people involved with or interested in transportation, transit and trail issues within the city and region.~~ (Ord. 6171 § 1, 2008; Ord. 6158 § 1, 2008.)

2.94.040 Terms and vacancies.

Subject to the provisions of ACC 2.94.020 and the pleasure of the city council, members of the board committee shall serve for a term of three years or until appointment of a successor member, whichever is later, unless otherwise replaced. Terms of service shall not be limited, but representation may be modified as needed to maintain a broad cross-section of viewpoints and ideas. Terms of service shall be staggered with no more than five positions expiring in any given year. It is provided, however, that following the adoption of Ordinance No. 6556, amending Chapter 2.94 of the city code, changing the name of the Citizen's Committee for Transportation, Transit and Trails to the Transportation Advisory Board, and increasing the number of members from nine to fifteen, to the extent reasonably possible, the members appointed by the mayor and confirmed by the city council shall be appointed for terms of from one to three years, so that their terms would expire in a staggered fashion, so that the terms of a for the initial appointment of the first seven members, three members shall be initially appointed for a three-year term, or until appointment of a successor member, whichever is later, unless otherwise replaced; two members shall be initially appointed for a two-year term, or until appointment of a successor member, whichever is later, unless otherwise replaced; and two members shall be initially appointed for a one-year term, or until appointment of a successor member, whichever is later, unless otherwise replaced. In case of any vacancies on the commission, vacancies shall be

~~filled consistent with the procedures set forth in ACC 2.94.020, for the unexpired terms for which such vacancies are filled. Subsequent members appointed so as to bring the number of members above seven shall be appointed with a similar methodology, to provide for a staggered, nearly equal number of members whose terms are~~would be ~~expiring and new members appointed, each year. It is further provided that notwithstanding the length of the term of appointment, or date of expiration of the term, the appointment of members shall continue until the appointment of a successor member. (Ord. 6171 § 1, 2008; Ord. 6158 § 1, 2008.)~~

2.94.050 Officers – Meetings.

~~A. The mayor shall appoint the chairperson from among the members.~~

~~BA. At its first meeting of each year~~Bi-annually~~, the committee board members shall elect a chairperson and vice chairperson from among the members of the committee board who shall serve for two-year terms. The committee board shall meet at least one time per month quarter and as needed to perform the duties of the committee board and to fulfill the role of being an advisory body to the city council.~~

~~C. It shall be the duty of the chairperson to preside over all meetings of the committee board. The vice chairperson shall preside at all meetings where the chairperson is absent. Minutes shall be kept and meeting agendas prepared in coordination between members of the committee board and staff members. A majority of the members of the committee shall constitute a quorum for the transaction of business, and a majority vote of those present shall be necessary to carry any recommended action~~make recommendation motions to the City Council.

~~D. All committee board meetings shall be staffed by the city of Auburn public works department~~Community Development and Public Works Department.

~~E. All board meetings shall be conducted in accordance with Robert's Rules of Order or any other meeting procedures or guidelines authorized by the City of Auburn. (Ord. 6171 § 1, 2008; Ord. 6158 § 1, 2008.)~~

2.94.060 Role of the boardcommittee.

The board is a community advisory only body that reviews, discusses and advises on transportation-related projects and programs as requested by the Mayor, City Council and/or City staff. The board shall provide input in the following key areas:

A. Review and advise the Mayor and City Council on the City's Six-Year Transportation Improvement Program (TIP).

B. Review and advise the Mayor and City Council on short-term and long-term strategies and approaches for prioritization and funding for street maintenance and preservation.

C. Review and advise the Mayor and City Council on updates to the City's Comprehensive Transportation Plan.

D. Review and advise the Mayor, City Council, Community Development and Public Works Director and City Engineer on program approaches and funding options and alternatives for the City's Local Save our Streets (SOS) Program.

E. Review and advise the Mayor, City Council, Community Development and Public Works Director, City Engineer and the Assistant Director for Maintenance and Operations on program approaches and funding options and alternatives for the City's Arterial Streets Preservation Program.

F. Review and advise the Mayor, City Council, Community Development and Public Works Director and City Engineer on the City's Functional Street Classification System.

G. Review and advise the Mayor and City Council on planning, funding and implementation efforts and programs for increased walkability throughout the City.

H. Review and advise the Mayor and City Council on public transit issues affecting the City.

I. Review and advise the Mayor, City Council and City staff on transportation issues affecting persons with disabilities, the aging community and elementary, middle and high school students.

J. Review and advise the Mayor, City Council and City staff in the development, implementation and on-going monitoring and updating of a Citywide Pedestrian and Bicycle Master Plan.

K. Assist City staff, Mayor and City Council in promoting public awareness and education on a broad range of transportation issues.

L. Act as ambassadors to residents and businesses on transportation related issues and opportunities.

~~The committee is created to assist the mayor and council committees in the city's outreach to the community with a goal of understanding community needs for transportation improvements. The committee will deal with all forms of transportation including but not limited to streets, sidewalks, trails, pedestrian safety and bus service. The chairperson and his designated representatives of the committee shall participate with the city of Auburn in any city, county, regional or state meetings involving transportation as the schedule of this volunteer committee permits. Committee members will be entitled to travel with representatives of the city of Auburn to any regional meeting to assist in advocacy and support of the city's interests. (Ord. 6171 § 1, 2008; Ord. 6158 § 1, 2008.)~~

2.94.070 Compensation.

~~The members of the board committee shall serve without compensation. (Ord. 6171 § 1, 2008; Ord. 6158 § 1, 2008.)~~

2.94.080 Annual reports of progress.

~~The board chairperson and/or vice-chairperson committee shall annually provide to the city council a report on progress made in carrying out the committee's board's responsibilities. Additional reports may be submitted when deemed appropriate by the committee-board or when requested by the city council. (Ord. 6171 § 1, 2008; Ord. 6158 § 1, 2008.)~~

2.94.090 Severability.

If any portion of this chapter, or its application to any persons or circumstances, is held invalid, the validity of the chapter as a whole, or any other portion thereof, and its application to other persons or circumstances, shall not be affected. (Ord. 6171 § 1, 2008; Ord. 6158 § 1, 2008.)

Section 2. IMPLEMENTATION. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this ordinance.

Section 3. SEVERABILITY. If any portion of this Ordinance or its application to any person or circumstances is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances shall not be affected.

Section 4. EFFECTIVENESS. This Ordinance shall take effect and be in force five (5) days from and after its passage, approval and publication, as provided by law.

FIRST READING: _____

SECOND READING: _____

PASSED: _____

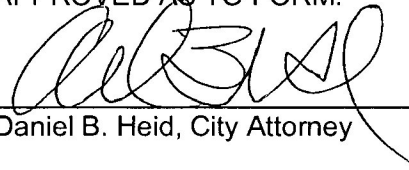
APPROVED: _____

ATTEST:

NANCY BACKUS, MAYOR

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

PUBLISHED: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5122

Date:

February 9, 2015

Department:

CD & PW

Attachments:

[Res5122](#)

[Draft Ordinance No. 6555](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5122.

Background Summary:

Resolution No. 5122 sets the date of the public hearing for Franchise Agreement No. 14-51 for Astound Broadband, LLC for March 2, 2015 at 7:00pm in Council Chambers.

Franchise Agreement No. 14-51, Draft Ordinance No. 6555 is attached as back up documentation for Resolution No. 5122. Per Auburn City Code Chapter 20.06.010, a franchise shall be required of any commercial utility or telecommunications operator or carrier or other person who desires to occupy public ways of the city and to provide telecommunications or commercial utility services to any person or area in the city.

Astound Broadband, LLC has applied for a Franchise Agreement to be able to construct within the City's rights of way a fiber optic telecommunications network. These facilities would be part of a larger network of infrastructure that Astound is building throughout Washington. Astound desired to provide telecommunications, internet access and private line services to potential customers including mobile backhaul services to existing cell phone towers. Initially, Astound intends to market to large institutional customers, including healthcare facilities, government authorities, schools and other large employers.

The initial proposed build-out includes overhead installations on existing utility poles wherever possible with underground installation being utilized if necessary. The applicant is requesting the entire City as the proposed franchise area so that future expansion of their facilities may be accommodated without having to amend the agreement for each installation. Exact locations, plans, engineering and construction schedules would be reviewed, approved and managed through the City's permitting processes that are a requirement of the Franchise Agreement.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: February 17, 2015

Item Number: RES.A

RESOLUTION NO. 5 1 2 2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, SETTING A PUBLIC HEARING
TO CONSIDER A FRANCHISE AGREEMENT WITH
ASTOUND BROADBAND, LLC

WHEREAS, Astound Broadband LLC has applied to the City of Auburn for a non-exclusive Franchise Agreement for the right of entry, use, and occupation of certain public rights-of-way within the City of Auburn, expressly to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, upon, along and/or across those right(s)-of-way; and

WHEREAS, The City has reviewed Astound Broadband's application materials, and the City Engineer is satisfied that the application is sufficiently complete, so as to warrant holding a public hearing before the City Council to consider the franchise application, pursuant to Section 20.06.030 of the Auburn City Code (ACC).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, HEREBY RESOLVES as follows:

Section 1. That a hearing on the application by Astound Broadband, LLC for a Franchise Agreement with the City of Auburn is hereby set for 7:00 p.m. on the 2nd day of March, 2015, at the City Council Chambers at 25 West Main Street, Auburn, Washington, 98001, with all persons wishing to speak to the application at the public hearing being invited to attend.

Section 2. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation, including posting notice of such public hearing as required by State law and City Ordinance.

Resolution No. 5122
Franchise Agreement No. 14-51
January 27, 2015
Page 1

Section 3. This Resolution shall be in full force in effect upon passage and signatures hereon.

DATED and SIGNED this _____ day of _____, 2015.

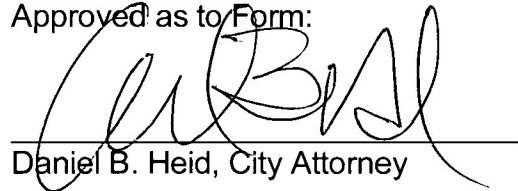
CITY OF AUBURN

Nancy Backus
Mayor

Attest:

Danielle E. Daskam, City Clerk

Approved as to Form:



Daniel B. Heid, City Attorney

Resolution No. 5122
Franchise Agreement No. 14-51
January 27, 2015
Page 2

ORDINANCE NO. 6555

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING TO ASTOUND BROADBAND, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, A FRANCHISE FOR TELECOMMUNICATIONS AND RELATED SERVICES

WHEREAS, Astound Broadband, LLC, a Washington limited liability company ("Grantee") has applied to the City of Auburn ("City") for a non-exclusive Franchise for the right of entry, use, and occupation of certain public right(s)-of-way within the City, expressly to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, over, under, along and/or across those right(s)-of-way; and

WHEREAS, following proper notice, the City Council held a public hearing on Grantee's request for a Franchise, at which time representatives of Grantee and interested citizens were heard in a full public proceeding affording opportunity for comment by any and all persons desiring to be heard; and

WHEREAS, from information presented at such public hearing, and from facts and circumstances developed or discovered through independent study and investigation, the City Council now deems it appropriate and in the best interest of the City and its inhabitants that the franchise be granted to Grantee,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN WASHINGTON, DO ORDAIN as follows:

Section 1. Grant of Right to Use Franchise Area

A. Subject to the terms and conditions stated herein, the City grants to the Grantee general permission to enter, use, and occupy the right(s)-of-way and/or other public property specified in Exhibit "A," attached hereto and incorporated by reference (the "Franchise Area").

B. The Grantee is authorized to install, remove, construct, erect, operate, maintain, relocate and repair the types of facilities specified in Exhibit "B," attached hereto and incorporated by reference, and all necessary appurtenances thereto, ("Grantee Facilities") for provision of those services set forth in Exhibit "C" ("Grantee Services") in, along, under and across the Franchise Area.

C. This Franchise does not authorize the use of the Franchise Area for any facilities or services other than Grantee Facilities and Grantee Services, and it extends no rights or privilege relative to any facilities or services of any type, including Grantee Facilities and Grantee Services, on public or private property elsewhere within the City.

D. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including Franchises, impacting the Franchise Area, unless the City determines that entering into such agreements interferes with Grantee's right set forth herein.

E. Except as explicitly set forth herein, this Franchise does not waive any rights that the City has or may hereafter acquire with respect to the Franchise Area or any other City roads, rights-of-way, property, or any portions thereof. This Franchise shall be subject to the power of eminent domain, and in any proceeding under eminent domain, the Grantee acknowledges its use of the Franchise Area shall have no value.

F. The City reserves the right to change, regrade, relocate, abandon, or vacate any right-of-way within the Franchise Area. If, at any time during the term of this Franchise, the City vacates any portion of the Franchise Area containing Grantee Facilities, the City shall reserve an easement for public utilities within that vacated portion, pursuant to RCW 35.79.030, within which the Grantee may continue to operate any existing Grantee Facilities under the terms of this Franchise for the remaining period set forth under Section 3.

G. The Grantee agrees that its use of Franchise Area shall at all times be subordinated to and subject to the City and the public's need for municipal infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

Section 2. Notice

A. Written notices to the parties shall be sent by certified mail to the following addresses, unless a different address shall be designated in writing and delivered to the other party.

City: Engineering Aide, Public Works Department - Transportation
City of Auburn
25 West Main Street
Auburn, WA 98001-4998
Telephone: (253) 931-3010; Fax: (253) 931-3048

with a copy to: City Clerk
City of Auburn
25 West Main Street
Auburn, WA 98001-4998

Grantee: Jim Penney
Executive Vice President, Business and Legal Affairs
Astound Broadband, LLC
401 Kirkland Parkplace, Suite 500
Kirkland, WA 98033
Telephone: (425) 896-1891
Fax: (425) 896-1911

B. Any changes to the above-stated Grantee information shall be sent to the City's Engineering Aide, Public Works Department – Transportation Division, with copies to the City Clerk, referencing the title of this agreement.

C. The above-stated Grantee voice and fax telephone numbers shall be staffed at least during normal business hours, Pacific time zone.

Section 3. Term of Agreement

A. This Franchise shall run for a period of five (5) years, from the date of execution specified in Section 5.

B. **Renewal Option of Term:** The Grantee may renew this Franchise for an additional five (5) year period upon submission and approval of the application specified under ACC 20.06.130, as it now exists or is amended, within the timeframe set forth therein (currently 240 to 180 days prior to expiration of the then-current term). Any materials submitted by the Grantee for a previous application may be considered by the City in reviewing a current application, and the Grantee shall only submit those materials deemed necessary by the City to address changes in the Grantee Facilities or Grantee Services, or to reflect specific reporting periods mandated by the ACC.

C. **Failure to Renew Franchise – Automatic Extension.** If the Parties fail to formally renew this Franchise prior to the expiration of its term or any extension thereof, the Franchise automatically continues month to month until renewed or either party gives written notice at least one hundred and eighty (180) days in advance of intent not to renew the Franchise.

Section 4. Definitions

For the purpose of this agreement:

“ACC” means the Auburn City Code.

"Emergency" means a condition of imminent danger to the health, safety and welfare of persons or property located within the City including, without limitation, damage to persons or property from natural consequences, such as storms, earthquakes, riots, acts of terrorism or wars.

“Maintenance or Maintain” shall mean examining, testing, inspecting, repairing, maintaining and replacing the existing Grantee Facilities or any part thereof as required and necessary for safe operation.

“Relocation” means permanent movement of Grantee facilities required by the City, and not temporary or incidental movement of such facilities, or other revisions Grantee would accomplish and charge to third parties without regard to municipal request.

“Rights-of-Way” means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, easements, rights-of-ways and similar public properties and areas.

Section 5. Acceptance of Franchise

A. This Franchise, and any rights granted hereunder, shall not become effective for any purpose unless and until Grantee files with the City Clerk (1) the Statement of Acceptance, attached hereto as Exhibit “D,” and incorporated by reference, (2) all verifications of insurance coverage specified under Section 15, and (3) the financial guarantees specified in Section 16 (collectively, “Franchise Acceptance”). The date that such Franchise Acceptance is filed with the City Clerk shall be the effective date of this Franchise.

B. Should the Grantee fail to file the Franchise Acceptance with the City Clerk within 30 days after the effective date of the ordinance approving the Franchise, the City’s grant of the Franchise will be null and void.

Section 6. Construction and Maintenance

A. The Grantee shall apply for, obtain, and comply with the terms of all permits required under ACC Chapter 12.24 for any work done upon Grantee Facilities. Grantee shall comply with all applicable City, State, and Federal

codes, rules, regulations, and orders in undertaking such work, which shall be done in a thorough and proficient manner.

B. Grantee agrees to coordinate its activities with the City and all other utilities located within the public right-of-way within which Grantee is under taking its activity.

C. The City expressly reserves the right to prescribe how and where Grantee Facilities shall be installed within the public right-of-way and may from time to time, pursuant to the applicable sections of this Franchise, require the removal, relocation and/or replacement thereof in the public interest and safety at the expense of the Grantee.

D. Before commencing any work within the public right-of-way, the Grantee shall comply with the One Number Locator provisions of RCW Chapter 19.122 to identify existing utility infrastructure.

E. Tree Trimming. Upon prior written approval of the City and in accordance with City ordinances, Grantee shall have the authority, but not the obligation, to reasonably trim trees upon and overhanging streets, public rights-of-way, and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with the Grantee Facilities. Grantee shall be responsible for debris removal from such activities. If such debris is not removed within twenty-four (24) hours of completion of the trimming, the City may, at its sole discretion, remove such debris and charge Grantee for the cost thereof. This section does not, in any instance, grant automatic authority to clear vegetation for purposes of providing a clear path for radio signals. Any such general vegetation clearing will require a land clearing permit.

Section 7. Repair and Emergency Work

In the event of an emergency, the Grantee may commence such repair and emergency response work as required under the circumstances, provided that the Grantee shall notify the City Engineering Aide in writing as promptly as possible, before such repair or emergency work commences, or as soon thereafter as possible, if advance notice is not practical. The City may act, at any time, without prior written notice in the case of emergency, but shall notify the Grantee in writing as promptly as possible under the circumstances.

Section 8. Damages to City and Third-Party Property

Grantee agrees that if any of its actions under this Franchise impairs or damages any City property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, said property to a safe

condition. Such repair work shall be performed and completed to the satisfaction of the City Engineer.

Section 9. Location Preference

A. Any structure, equipment, appurtenance or tangible property of a utility, other than the Grantee's, which was installed, constructed, completed or in place prior in time to Grantee's application for a permit to construct or repair Grantee Facilities under this Franchise shall have preference as to positioning and location with respect to the Grantee Facilities. However, to the extent that the Grantee Facilities are completed and installed prior to another utility's submittal of a permit for new or additional structures, equipment, appurtenances or tangible property, then the Grantee Facilities shall have priority. These rules governing preference shall continue in the event of the necessity of relocating or changing the grade of any City road or right-of-way. A relocating utility shall not necessitate the relocation of another utility that otherwise would not require relocation. This Section shall not apply to any City facilities or utilities that may in the future require the relocation of Grantee Facilities. Such relocations shall be governed by Section 11.

B. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water, sanitary sewer and storm sewer facilities and ten (10) feet from above-ground City water facilities; provided, that for development of new areas, the City, in consultation with Grantee and other utility purveyors or authorized users of the Public Way, will develop guidelines and procedures for determining specific utility locations.

Section 10. Grantee Information

A. Grantee agrees to supply, at no cost to the City, any information reasonably requested by the City Engineering Aide to coordinate municipal functions with Grantee's activities and fulfill any municipal obligations under state law. Said information shall include, at a minimum, as-built drawings of Grantee Facilities, installation inventory, and maps and plans showing the location of existing or planned facilities within the City. Said information may be requested either in hard copy or electronic format, compatible with the City's data base system, as now or hereinafter existing, including the City's geographic information Service (GIS) data base. Grantee shall keep the City Engineering Aide informed of its long-range plans for coordination with the City's long-range plans.

B. The parties understand that Washington law limits the ability of the City to shield from public disclosure any information given to the City. Accordingly, the City agrees to notify the Grantee of requests for public records

related to the Grantee, and to give the Grantee a reasonable amount of time to obtain an injunction to prohibit the City's release of records.

Grantee shall indemnify and hold harmless the City for any loss or liability for fines, penalties, and costs (including reasonable attorneys fees) imposed by an administrative or judicial authority on the City because of non-disclosures requested by Grantee under Washington's public records act, provided the City has notified Grantee of the pending request.

Section 11. Relocation of Grantee Facilities

A. Except as otherwise so required by law, Grantee agrees to relocate, remove, or reroute its facilities as ordered by the City Engineer at no expense or liability to the City, except as may be required by RCW Chapter 35.99. Pursuant to the provisions of Section 14, Grantee agrees to protect and save harmless the City from any customer or third-party claims for service interruption or other losses in connection with any such change, relocation, abandonment, or vacation of the Public Way.

B. If a readjustment or relocation of the Grantee Facilities is necessitated by a request from a party other than the City, that party shall pay the Grantee the actual costs thereof.

Section 12. Abandonment and or Removal of Grantee Facilities

A. Within one hundred and eighty days (180) of Grantee's permanent cessation of use of the Grantee Facilities, or any portion thereof, the Grantee shall, at the City's discretion, either abandon in place or remove the affected facilities.

B. The parties expressly agree that this Section shall survive the expiration, revocation or termination of this Franchise.

Section 13. Undergrounding

A. The parties agree that this Franchise does not limit the City's authority under federal law, state law, or local ordinance, to require the undergrounding of utilities.

B. Whenever the City requires the undergrounding of aerial utilities in the Franchise Area, the Grantee shall underground the Grantee Facilities in the manner specified by the City Engineer at no expense or liability to the City, except as may be required by RCW Chapter 35.99. Where other utilities are present and involved in the undergrounding project, Grantee shall only be

required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Grantee Facilities. Common costs shall include necessary costs for common trenching and utility vaults. Fair share shall be determined in comparison to the total number and size of all other utility facilities being undergrounded.

Section 14. Indemnification and Hold Harmless

A. The Grantee shall defend, indemnify, and hold the City and its officers, officials, agents, employees, and volunteers harmless from any and all third party costs, claims, injuries, damages, losses, suits, or liabilities of any nature including attorneys' fees arising out of or in connection with the Grantee's performance under this Franchise, except to the extent such costs, claims, injuries, damages, losses, suits, or liabilities are caused by the negligence or willful misconduct of the City.

B. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee Facilities caused by maintenance and/or construction work performed by, or on behalf of, the City within the Franchise Area or any other City road, right-of-way, or other property, except to the extent any such damage or loss is directly caused by the negligence or willful misconduct of the City, or its agent performing such work.

C. The Grantee acknowledges that neither the City nor any other public agency with responsibility for fire fighting, emergency rescue, public safety or similar duties within the City has the capability to provide trench, close trench or confined space rescue. The Grantee, and its agents, assigns, successors, or contractors, shall make such arrangements as Grantee deems fit for the provision of such services. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee for the City's failure or inability to provide such services, and, pursuant to the terms of Section 14(A), the Grantee shall indemnify the City against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on the City's failure or inability to provide such services.

D. Acceptance by the City of any work performed by the Grantee shall not be grounds for avoidance of this section.

E. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Section 15. Insurance

A. The Grantee shall procure and maintain for the duration of this Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Grantee, its agents, representatives, or employees in the amounts and types set forth below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance with limits no less than \$1,000,000.00 each occurrence, \$2,000,000.00 general aggregate and a \$2,000,000.00 products-completed operations aggregate limit. Coverage shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect to the work performed under this Franchise using ISO Additional Insured Endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Professional Liability insurance with limits no less than \$1,000,000.00 per claim for all professional employed or retained Grantee to perform services under this Franchise.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:

1. The Grantee's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Grantee's insurance and shall not contribute with it.

2. The Grantee's insurance shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

D. Verification of Coverage. Grantee shall furnish the City with documentation of insurer's A.M. Best rating and with original certificates and a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

E. Grantee shall have the right to self-insure any or all of the above-required insurance. Any such self insurance is subject to approval by the City.

F. Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 16. Performance Security

The Grantee shall provide the City with a financial guarantee in the amount of Fifty Thousand Dollars (\$50,000.00) running for, or renewable for, the term of this Franchise, in a form and substance acceptable to the City. In the event Grantee shall fail to substantially comply with any one or more of the provisions of this Franchise, then there shall be recovered jointly and severally from the principal and any surety of such financial guarantee any damages suffered by City as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described. Grantee specifically agrees that its failure to comply with the terms of Section 19 shall constitute damage to the City in the monetary amount set forth therein. Such a financial guarantee shall not be construed to limit the Grantee's liability to the guarantee amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 17. Successors and Assignees

A. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors, assigns of, and independent contractors of the Grantee, and all rights and privileges, as well as all obligations and liabilities of the Grantee shall inure to its successors, assignees and contractors equally as if they were specifically mentioned herein wherever the Grantee is mentioned.

B. This Franchise shall not be leased, assigned or otherwise alienated without the express prior consent of the City by ordinance, which such consent shall not be unreasonably withheld.

C. Grantee and any proposed assignee or transferee shall provide and certify the following to the City not less than sixty (60) days prior to the proposed date of transfer: (a) Complete information setting forth the nature, term and conditions of the proposed assignment or transfer; (b) All information required by the City of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (c) An application fee which shall be set by the City, plus any other costs actually and reasonably incurred by the City in processing, and investigating the proposed assignment or transfer.

D. Prior to the City's consideration of a request by Grantee to consent to a Franchise assignment or transfer, the proposed Assignee or Transferee shall file with the City a written promise to unconditionally accept all terms of the Franchise, effective upon such transfer or assignment of the Franchise. The City is under no obligation to undertake any investigation of the transferor's state of compliance and failure of the City to insist on full compliance prior to transfer does not waive any right to insist on full compliance thereafter.

Section 18. Dispute Resolution

A. In the event of a dispute between the City and the Grantee arising by reason of this Franchise, the dispute shall first be referred to the operational officers or representatives designated by Grantor and Grantee to have oversight over the administration of this Franchise. The officers or representatives shall meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.

B. If the parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies. This Franchise shall be governed by and construed in accordance with the laws of the

State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment.

Section 19. Enforcement and Remedies

A. If the Grantee shall willfully violate, or fail to comply with any of the provisions of this Franchise through willful or unreasonable negligence, or should it fail to heed or comply with any notice given to Grantee under the provisions of this agreement, the City may, at its discretion, provide Grantee with written notice to cure the breach within thirty (30) days of notification. If the City determines the breach cannot be cured within thirty days, the City may specify a longer cure period, and condition the extension of time on Grantee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Grantee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise with no further notification, or (2) claim damages of Two Hundred Fifty Dollars (\$250.00) per day against the financial guarantee set forth in Section 16 for every day after the expiration of the cure period that the breach is not cured.

B. Should the City determine that Grantee is acting beyond the scope of permission granted herein for Grantee Facilities and Grantee Services, the City reserves the right to cancel this Franchise and require the Grantee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Grantee's actions are not allowed under applicable federal and state or City laws, to compel Grantee to cease such actions.

Section 20. Compliance with Laws and Regulations

A. This Franchise is subject to, and the Grantee shall comply with all applicable federal and state or City laws, regulations and policies (including all applicable elements of the City's comprehensive plan), in conformance with federal laws and regulations, affecting performance under this Franchise. Furthermore, notwithstanding any other terms of this agreement appearing to the contrary, the Grantee shall be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

B. The City reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City Ordinance enacted pursuant to such federal or state statute or regulation upon providing Grantee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, the Grantee makes a written call for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations, the City may enact the proposed amendment, by incorporating the Grantee's concerns to the maximum extent the City deems possible.

C. The City may terminate this Franchise upon thirty (30) days written notice to the Grantee, if the Grantee fails to comply with such amendment or modification.

Section 21. License, Tax and Other Charges

This Franchise shall not exempt the Grantee from any future license, tax, or charge which the City may hereinafter adopt pursuant to authority granted to it under state or federal law for revenue or as reimbursement for use and occupancy of the Franchise Area.

Section 22. Consequential Damages Limitation

Notwithstanding any other provision of this Agreement, in no event shall either party be liable for any special, incidental, indirect, punitive, reliance, consequential or similar damages.

Section 23. Severability

If any portion of this Franchise is deemed invalid, the remainder portions shall remain in effect.

Section 24. Titles

The section titles used herein are for reference only and should not be used for the purpose of interpreting this Franchise.

Section 25. Implementation.

The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 26. Effective date.

This Ordinance shall take effect and be in force five days from and after its passage, approval and publication as provided by law.

FIRST READING: _____
SECOND READING: _____
PASSED: _____
APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

Published: _____

Exhibit "A"
Franchise Area City Limits

Printed Date: 3/11/2014
 Map Created by City of Auburn eGIS

Information shown is for general reference purposes only and does not necessarily represent exact geographic or cartographic data as mapped. The City of Auburn makes no warranty as to its accuracy.

W N E S

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Exhibit B

Grantee Facilities

Astound intends to deploy fiber optic strands attached to already-existing utility poles wherever possible. To the extent underground construction is required, Astound would install fiber optic facilities within newly-installed conduits. Astound does not intend to use or lease any existing facilities in the City.

Exhibit C

Grantee Services

Astound desires to provide telecommunications, internet access, and private line services to potential customers, including mobile backhaul services to existing cell phone towers. Astound may also make available dark fiber or other facilities for government institutions.

DRAFT

EXHIBIT "D"

STATEMENT OF ACCEPTANCE

_____, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached hereto and incorporated herein by this reference.

[Grantee]

By: _____ Date: _____
Name:
Title:

STATE OF _____)
_____)ss.
COUNTY OF _____)

On this ____ day of _____, 20xx, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of _____, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

Signature

NOTARY PUBLIC in and for the State of _____, residing at _____

MY COMMISSION EXPIRES: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5123

Date:

February 4, 2015

Department:

CD & PW

Attachments:

[Res 5123](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5123

Background Summary:

Resolution No. 5123 authorizes the Mayor to accept federal grants to be administered through the Washington State Department of Transportation (WSDOT).

The City applied for and was awarded the following federal grants with required local funding match percentages as indicated:

- **West Main Street Multi-Modal Corridor and ITS Improvements - \$3,774,340.00** to finance the design, environmental permitting, and construction phases of the Project. This grant requires a 13.5% local funding match. This project will repurpose the existing West Main Street corridor from West Valley Highway to the Interurban Trail, including converting the existing 4-lane West Main Street roadway section to a 3-lane section, new bike lanes, sidewalks, LED street lighting, streetscape improvements, and constructing Intelligent Transportation System Improvements;
- **F Street SE Non-motorized Improvements - \$520,000.00** to finance the design, environmental permitting, and right-of-way phases of the Project. This grant requires a 13.5% local funding match. This project will provide for the design to rehabilitate the pavement on F St SE between 4th St SE and Auburn Way South, including new curb and gutter, sidewalks, ADA improvements, bike lanes, wayfinding signage, utility undergrounding, streetscape improvements, LED street lighting, and traffic signal interconnect;
- **Auburn Way North Preservation - \$967,500.00** to finance the design, environmental permitting, and construction phases of the Project. This grant requires a 13.5% local funding match. This project will rehabilitate and preserve the existing pavement on Auburn Way North between 22nd Street NE and 45th Street NE;

- **Traffic Signal Safety Improvements - \$412,575.00** to finance the construction phase of the Project. This grant requires a 10% local funding match. This project will implement low cost traffic signal safety improvements, including installing flashing yellow arrow signals, auxiliary/supplemental traffic signal heads, and signal head backplates with reflective tape at various intersections throughout north Auburn; and
- **A Street SE and 37th Street SE Intersection Improvements - \$792,260.00** to finance the design, environmental permitting, right-of-way and construction phases of the Project. This grant requires a 10% local funding match. This project will improve the safety at the intersection of A Street SE and 37th Street SE by installing a traffic signal, improving ADA ramps, and accommodating for a future u-turn at the intersection.

Funding has been made available in the approved City budget to meet the local funding match requirements of each grant.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: February 17, 2015

Item Number: RES.B

RESOLUTION NO. 5 1 2 3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO
ACCEPT FEDERAL GRANT FUNDS TO BE ADMINISTERED
THROUGH THE WASHINGTON STATE DEPARTMENT OF
TRANSPORTATION

WHEREAS, the City desires to improve safety, capacity, and efficiency of the City's street network throughout Auburn; and

WHEREAS, the need for each of the improvements listed for the West Main Street Multi-Modal Corridor and ITS Improvements Project, F Street SE Non-motorized Improvements Project, Auburn Way North Preservation Project, Traffic Signal Safety Improvements Project, and the A Street SE and 37th Street SE Project is recognized in Auburn's adopted Transportation Improvement Program; and

WHEREAS, completing each of these projects will improve safety, capacity, and efficiency of the City's street network; and

WHEREAS, the City applied for and was awarded the following federal grants to be administered by the Washington State Department of Transportation (WSDOT) with required local funding match percentages as indicated:

- \$3,774,340.00 to finance the design, environmental permitting, and construction phases of the West Main Street Multi-Modal Corridor and ITS Improvements Project (13.5% local funding match required);
- \$520,000.00 to finance the design, environmental permitting, and right-of-way phases of the F Street SE Non-motorized Improvements Project (13.5% local funding match required);

- \$967,500.00 to finance the design, environmental permitting, and construction phases of the Auburn Way North Preservation Project (13.5% local funding match required);
- \$412,575.00 to finance the construction phase of the Traffic Signal Safety Improvements Project (10% local funding match required); and
- \$792,260.00 to finance the design, environmental permitting, right-of-way and construction phases of the A Street SE and 37th Street SE Intersection Improvements Project; and (10% local funding match required);

WHEREAS, funding has been made available in the approved City budget to meet the local funding match requirements for the grants; and

WHEREAS, it is in the best interest of the City to use grant monies to finance capital improvements to the transportation system.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, HEREBY RESOLVES as follows:

Section 1. That the Mayor is hereby authorized to accept the federal grants for those grants for which the City has sought federal funding and has been awarded grants, including (1) the West Main Street Multi-Modal Corridor and ITS Improvements Project, (2) the F Street SE Non-motorized Improvements Project, (3) the Auburn Way North Preservation Project, (4) the Traffic Signal Safety Improvements Project, and (5) the A Street SE and 37th Street SE Project. The Mayor is further hereby authorized to negotiate, finalize and execute the Local Agency Agreements between the City and the Washington State Department of Transportation for the design phase for each of the

above identified projects, in substantial conformity with grant requirements and the agreement attached hereto, marked as Exhibit A and incorporated herein by this reference. The Mayor is further hereby authorized to negotiate, finalize and execute any further supplemental agreements consistent with project and grant requirements as may be necessary for any and all future phases for each of the Projects, expending up to the total amount of the grants.

Section 2. That the Mayor is authorized to implement such other administrative procedures as may be necessary to carry out the directives of this legislation.

Section 3. That this Resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and Signed this _____ day of _____, 2015.

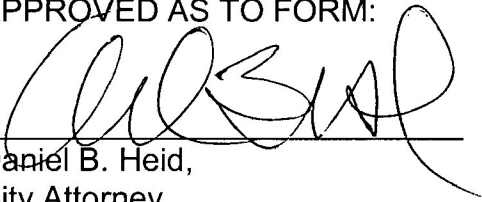
CITY OF AUBURN

NANCY BACKUS
MAYOR

ATTEST:

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney

Local Agency Agreement

Agency _____
Address _____

CFDA No. 20.205
 (Catalog of Federal Domestic Assistance)

Project No. _____

Agreement No. _____

For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR 225, (4) Office of Management and Budget Circulars A-102, and A-133, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name _____ **Length** _____

Termini _____

Description of Work

Proposed Advertisement Date _____

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE _____% Federal Aid Participation Ratio for PE	a. Agency			
	b. Other			
	c. Other			
	d. State			
	e. Total PE Cost Estimate (a+b+c+d)			
Right of Way _____% Federal Aid Participation Ratio for RW	f. Agency			
	g. Other			
	h. Other			
	i. State			
	j. Total R/W Cost Estimate (f+g+h+i)			
Construction _____% Federal Aid Participation Ratio for CN	k. Contract			
	l. Other			
	m. Other			
	n. Other			
	o. Agency			
	p. State			
	q. Total CN Cost Estimate (k+l+m+n+o+p)			
r. Total Project Cost Estimate (e+j+q)				

Agency Official

Washington State Department of Transportation

By _____

By _____

Title _____

Director of Local Programs

Date Executed _____

Construction Method of Financing (Check Method Selected)**State Ad and Award**

- ☐ Method A - Advance Payment - Agency Share of total construction cost (based on contract award)
- ☐ Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of
\$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

- ☐ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

_____, _____, Resolution/Ordinance No. _____

Provisions**I. Scope of Work**

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR 225 and Office of Management and Budget circulars A-102 and A-133. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Government, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and Office of Management and Budget Circular A-133.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director of Local Programs.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

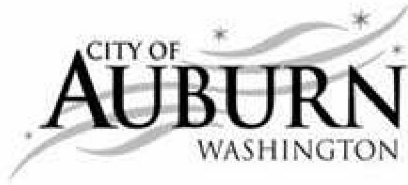
XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Additional Provisions



AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No 5124

Date:
February 9, 2015

Department:
Administration

Attachments:
[Res 5124](#)

Budget Impact:
\$0

Administrative Recommendation:
City Council adopt Resolution No. 5124

Background Summary:

The City of Kent requires assistance in monitoring the grant performance of the subrecipient of their federal Emergency Management Performance Grant. They wish to contract with the City of Auburn to perform those services. This contract provides for the City of Kent to reimburse the City of Auburn for services rendered performing these grant monitoring activities.

Reviewed by Council Committees:

Councilmember:

Staff: Hursh

Meeting Date: February 17, 2015

Item Number: RES.C

RESOLUTION NO. 5 1 2 4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE CITY OF KENT TO PROVIDE FEDERAL GRANT SUB-RECIPIENT MONITORING SERVICES

WHEREAS, the Cities of Kent and Auburn (collectively “the Parties”) are “public agencies” authorized by Chapter 39.34 RCW to cooperate on a basis of mutual advantage in order to provide for services and facilities and to enter into interlocal agreements in furtherance of this purpose; and

WHEREAS, the City of Kent is interested in contracting with the City of Auburn for assistance with required oversight of Emergency Preparedness Management Grants awarded to the City of Kent, and if the proposed Agreement is approved, the City of Auburn would be agreeing to assist the City of Kent, on an interim basis and subject to the terms and conditions set forth in such Agreement with assistance; and

WHEREAS, it is advantageous for the cities to enter into the Agreement to define their respective rights, obligations, costs and liabilities regarding this cooperative undertaking.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Purpose. The Mayor of Auburn is authorized to execute an Interlocal Agreement (ILA) with the City of Kent, a copy of which ILA is attached hereto, marked as Exhibit “A” and incorporated by reference, for the purposes of providing federal grant subrecipient monitoring services to the City of Kent.

Section 2. Implementation. The Mayor of the City of Auburn is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this resolution.

Section 3. Effective Date. This Resolution shall take effect and be in full force upon passage and signatures hereon.

SIGNED this _____ day of _____, 2015.

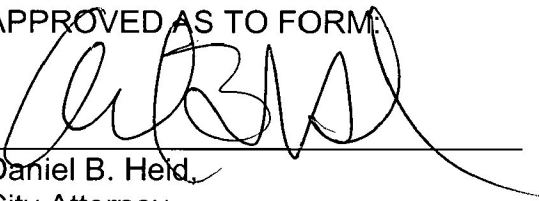
CITY OF AUBURN

Nancy Backus
MAYOR

ATTEST:

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney

INTERLOCAL COOPERATION AGREEMENT

**Federal Grant Subrecipient Monitoring Services
Emergency Management Performance Grants**

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the City of Kent, Washington ("Kent") and the City of Auburn, Washington ("Auburn"), both municipal corporations organized under the laws of the State of Washington, for the purpose of establishing a contractual relationship under which Auburn will assist Kent with the monitoring requirements of Kent's Emergency Management Performance Grant ("EMPG").

Recitals

WHEREAS, both Kent and Auburn (collectively "the Parties") are "public agencies" as defined by Chapter 39.34 RCW, and are authorized by that statute to cooperate on a basis of mutual advantage in order to provide for services and facilities; and

WHEREAS, Kent desires to contract with Auburn for grant oversight responsibilities, and Auburn has agreed to assist Kent on an interim basis subject to the terms and conditions set forth herein; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of defining their respective rights, obligations, costs and liabilities regarding this undertaking;

NOW, THEREFORE, in consideration of the mutual benefits set forth herein, and other good and sufficient consideration the receipt and sufficiency of which are mutually acknowledged, the Parties hereby agree as follows:

Terms and Conditions

Section 1 - Authority and Purpose

This Agreement is executed pursuant to Chapter 39.34 RCW as a cooperative endeavor of the Parties. The purpose of this Agreement is to establish a contractual relationship providing for the Parties' responsibilities with monitoring Kent's Emergency Management Performance Grant ("EMPG"). This Agreement shall be reasonably construed in the furtherance of this purpose.

Section 2 - Monitoring Services

Auburn shall provide services for Kent subject to the provisions of this section.

A. The services to be provided to and for Kent pursuant to this Agreement shall be provided by a City of Auburn Emergency Management Performance Grant Administrator, i.e. one or more persons who have been designated by Auburn to administer Auburn's own Emergency Management Performance Grants ("EMPG Administrator"). Said services shall include all responsibilities, tasks, duties and functions associated with subrecipient monitoring of Kent's Emergency Management Performance Grant ("EMPG") identified herein in accordance with applicable federal requirements, as may be requested by the Kent Finance Director or his/her designee.

B. "Subrecipient monitoring services" (or "services") means:

- (1) The processes and procedures undertaken by a pass-through entity (Kent) as necessary to verify that the subrecipient (Kent RFA) is complying with all applicable laws, regulations, contract or grant agreement provisions, provided that the City of Kent shall retain ultimate responsibility for ensuring compliance by its subrecipient (Kent RFA) and provided further that the City of Kent and the Kent RFA shall make all arrangements reasonably necessary to allow the EMPG Administrator to perform these services with respect to the Kent RFA, which is not a party to this Agreement;
- (2) The monitoring of the subrecipient's satisfaction of performance goals under the EMPGs;
- (3) The processes and procedures to verify that applicable audit requirements are satisfied and audit findings are reviewed for timely corrective action (State Administrative and Accounting Manual, Chapter 50.30.55).

C. Auburn will perform subrecipient monitoring services with respect to Kent's EMPG awards, Grant Agreement Nos. E14-088, as amended, and E15-135, which are attached as Exhibit A and Exhibit B, respectively, and incorporated by this reference. Such services shall include without limitation the following:

1. Review of performance reports;
2. Monitoring and documenting the completion of Agreement deliverables;
3. Documentation of phone calls, meetings, e-mails and correspondence;
4. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget and federal requirements;
5. Observation and documentation of Agreement related activities, such as exercises, training, funded events and equipment demonstrations;
6. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables;

Further, such services shall also include issuance of separate reports to Kent for each Grant Agreement reflecting the monitoring scope, approach, conclusions and, as applicable, areas of concern noted. The monitoring reports shall be provided to Kent as follows:

1. Grant Agreement Number E14-088, as amended (Exhibit A) – March 31, 2015
2. Grant Agreement Number E15-135 (Exhibit B) – Thirty (30) days after the end of each calendar quarter effective January 1, 2015

D. In addition to any requirements set forth in applicable regulations, plans or policies, the following provisions shall apply to the EMPG Administrator's services for Kent:

1. Work Hours. For the term of this Agreement, it is estimated that the EMPG Administrator will provide up to 16 hours of services for each EMPG award, for a total of 32 hours of service. The City of Auburn, Kent, and the Kent RFA will develop a mutually agreeable date for commencement of work under this Agreement by the EMPG Administrator's daily work schedule. However, the monitoring reports for each of the EMPG grant awards shall be delivered to Kent by the dates established in Section 2(C) of this Agreement.
2. Office Space. For purposes of providing services to and for Kent, the EMPG Administrator shall operate primarily from offices and facilities provided for by the City of Kent, or otherwise arranged for by the City of Kent.
3. Vehicle Use. The City of Auburn shall provide their EMPG Administrator with a vehicle and the EMPG Administrator shall maintain a valid Washington State driver's license throughout the term of this Agreement.
4. Tools and Equipment. Except as otherwise specified in this Agreement or directed by Kent, the EMPG Administrator shall utilize Auburn's tools and equipment for purposes of providing services to and for Kent.
5. Code of Conduct. The EMPG Administrator shall remain exclusively an Auburn employee at all times relevant to this Agreement and shall observe and comply fully with Auburn's Personnel Manual and all applicable Auburn employment policies.
6. Insurance. Auburn shall maintain at all times during the course of this Agreement a general liability and auto liability policy or comparable coverage with a policy limit of no less than \$5,000,000.00.

Section 3 - Costs and Payment

The services provided to Kent by the EMPG Administrator shall be compensated at the rates and in the manner set forth in this section.

- A. Fee per agreement term. Kent shall compensate Auburn for services for an amount not to exceed \$1,000.00 for each of the two EMPG awards covered by this Agreement (Exhibit A and Exhibit B, attached hereto), for a total of \$2,000.00. This maximum fee shall be comprised of payment of Auburn's costs associated with; wages and benefits, travel expenses and all other costs incurred by Auburn with respect to providing services under this Agreement. By written agreement of the Parties' administrators of this agreement, this maximum fee may be increased to up to \$2,000.00 for each of the EMPG awards, for a maximum total of \$4,000.00.
- B. Invoice and Payment Procedure. Auburn shall submit a written invoice to Kent for the cost of the services provided pursuant to this Agreement after the related monitoring report for each Grant Agreement has been provided to Kent. Each invoice shall detail the services provided and expenses incurred. Kent shall remit appropriate payment to Auburn within 30 days of receiving such invoice.

Section 4 - Term

This Agreement shall be effective upon mutual execution by the Parties, and shall remain in effect until January 31, 2016 unless terminated earlier in accordance with Section 5. The Parties may at their option renew this Agreement for a mutually agreed upon term by a writing signed by both Parties.

Section 5 - Termination

Either Party may terminate this Agreement with or without cause by providing the other Party with thirty (30) days written notice of its intent to terminate. Kent shall remit timely payment for all satisfactory services rendered by the EMPG Administrator prior to the effective date of any termination.

Section 6 - Administration: No Separate Entity Created

The Auburn Director of Administration and the Kent Finance Director shall serve as Administrators of this Agreement. No separate legal entity is formed hereby.

Section 7 - Property Acquisition, Retention and Disposition

No joint acquisition of real or personal property is contemplated by this Agreement. Except as provided in this section, any other real or personal property acquired by a Party shall remain within the sole and exclusive ownership of that Party following the termination or expiration of this Agreement.

Section 8 - Indemnification

The City of Kent shall defend, indemnify and hold the City of Auburn, its officers, officials, employees and volunteers harmless from and against any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the City of Kent in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Auburn.

It is further specifically and expressly understood that the indemnification provided herein constitutes the City of Kent's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration, invalidation or termination of this Agreement, or of any of its provisions.

The City of Auburn shall defend, indemnify and hold the City of Kent, its officers, officials, employees and volunteers harmless from and against any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the City of Auburn in performing services for Kent under this Agreement, except for injuries and damages caused by the sole negligence of the City of Kent.

Section 9 - Governing Law and Venue

This Agreement shall be governed by the laws of the State of Washington. The venue for any action arising out of this Agreement shall be the Superior Court for King County, Washington.

Section 10 - No Employment Relationship Created

The Parties agree that nothing in this Agreement shall be construed as creating an employment relationship between Auburn and any employee, agent, representative or contractor of Kent, or between Kent and any employee, agent, representative or contractor of Auburn.

Section 11 - Notices

Notices to Kent shall be sent to the following address:

**Finance Director
City of Kent
220 Fourth Avenue South
Kent, WA 98032**

Notices to Auburn shall be sent to the following address:

**Michael Hursh, Director of
Administration
City of Auburn
25 West Main Street
Auburn, WA 98001**

Section 12 - Duty to File Agreement With County Auditor

Prior to this Agreement's entry into force, Auburn shall, pursuant to RCW 39.34.040, (1) file this Agreement with the King County Auditor's Office, or (2) list this Agreement by subject on Auburn's internet web site.

Section 13 - Integration: Prior Agreement(s); Conflict Waiver

This document, together with any exhibits thereto, constitutes the entire embodiment of the contract between the Parties, and, unless modified in writing by an amendment signed by the Parties hereto, shall be implemented exclusively as described above. All oral agreements and understandings between the Parties related to the subject matter hereof shall be deemed superseded by this Agreement and shall hereafter be null and void.

Section 14 - No Third-Party Beneficiary Created

This Agreement is executed for the sole and exclusive benefit of the signatory Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party, nor shall any provision herein give any third party any right of action against any party hereto.

Section 15 - Signatory Warranty

Each signatory hereto warrants and represents that he/she has been authorized to execute this Agreement by appropriate action of the legislative body of his/her respective city.

Section 16 - Execution in Counterparts

This Agreement may be executed in separate counterparts.

Section 17 – Regulatory Authority Reserved

Nothing herein shall be construed as waiving, limiting or otherwise abridging in any manner regulatory authority of either party, which Kent and Auburn hereby expressly reserve in full.

EXECUTED this ____ day of _____, 2015

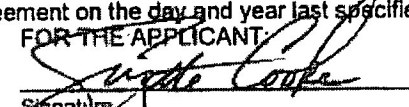
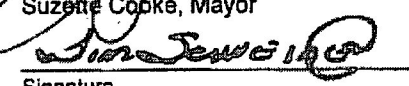
CITY OF AUBURN: <u>Sign in blue or black ink only</u> _____ Print Name: <u>Nancy Backus</u> Title: <u>Mayor</u> DATE: _____	CITY OF KENT: _____ Print Name: <u>Suzette Cooke</u> Title: <u>Mayor</u> DATE: _____
APPROVED AS TO FORM: _____ Auburn Law Department	APPROVED AS TO FORM: _____ Kent Law Department

EXHIBIT A

INTERLOCAL AGREEMENT

**Grant Agreement and Amendment
EMPG Grant Agreement Number E14-088**

**Washington State Military Department
HOMELAND SECURITY GRANT AGREEMENT FACE SHEET**

1. Sub-grantee Name and Address: City of Kent - OEM 24611 116th Ave SE Kent, WA 98030-4939		2. Grant Agreement Amount: \$108,112	3. Grant Agreement Number: E14-088
4. Sub-grantee Contact, phone/email: Jennifer Kelzer, 253-856-4342 JDKelzer@kentwa.gov		5. Grant Agreement Start Date: June 1, 2013	6. Grant Agreement End Date: August 31, 2014
7. Department Program Manager, phone/email: Sierra Wardell, 253-512-7121 sierra.wardell@mil.wa.gov		8. Data Universal Numbering System (DUNS): 020253613	9. UBI # (state revenue): 173-000-002
10. Funding Authority: Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS)			
11. Funding Source Agreement #: EMW-2013-EP-00050-S01	12. Program Index # & OBJ/SUB-OJ 733PT NZ	13. CFDA# & Title: 97.042 EMPG	14. TIN: 91-6001254
15. Service Districts: (BY LEGISLATIVE DISTRICT): 33, 47, 11 (BY CONGRESSIONAL DISTRICT): 8, 9		16. Service Area by County(ies): King County	17. Women/Minority-Owned, State Certified?: ☒ N/A ☐ NO ☐ YES, OMWBE # _____
18. Agreement Classification ☐ Personal Services ☐ Client Services ☒ Public/Local Gov't ☐ Collaborative Research ☐ A/E ☐ Other _____		19. Contract Type (check all that apply): ☐ Contract ☒ Grant ☒ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency	
20. Sub-Grantee Selection Process: ☒ "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐ NO		21. Sub-Grantee Type (check all that apply): ☐ Private Organization/Individual ☐ For-Profit ☒ Public Organization/Jurisdiction ☐ Non-Profit ☐ VENDOR ☒ SUBRECIPIENT ☐ OTHER	
22. PURPOSE: Provide U.S. Department of Homeland Security (DHS) Emergency Management Performance Grant (EMPG) funds to local jurisdictions and tribes with emergency management programs to support and enhance those programs as described in the Work Plan.			
IN WITNESS WHEREOF, the Department and Sub-Grantee acknowledge and accept the terms of this Grant Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Grant Agreement as of the date and year written below. This Grant Agreement Face Sheet, Special Terms & Conditions (Exhibit A), General Terms and Conditions (Exhibit B); Work Plan (Exhibit C); Milestone Timeline (Exhibit D); Budget (Exhibit E); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Grant Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.			
In the event of an inconsistency in this Grant Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1. Applicable Federal and State Statutes and Regulations 2. Work Plan 3. Special Terms and Conditions 4. General Terms and Conditions, and, 5. Other provisions of the grant agreement incorporated by reference.			
WHEREAS, the parties hereto have executed this Grant Agreement on the day and year last specified below.			
FOR THE DEPARTMENT:  _____ Signature Dan Swisher, Chief Financial Officer Washington State Military Department		FOR THE APPLICANT:  _____ Signature Suzette Cooke, Mayor Date 10-22-13	
BOILERPLATE APPROVED AS TO FORM: Brian E. Buchholz (signature on file) 9/16/2013 Assistant Attorney General		 _____ Signature Jim Schneider, Fire Chief Date 10-31-13	
		APPROVED AS TO FORM (if applicable):  _____ Applicant's Legal Review Date 10/21/13	

Form 10/27/00 kdb

SPECIAL TERMS AND CONDITIONS**ARTICLE I -- KEY PERSONNEL**

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

SUB-GRANTEE		MILITARY DEPARTMENT	
Name	Jennifer Keizer	Name	Gary Stumph
Title	EM Specialist	Title	Program Coordinator
E-Mail	JDKeizer@kentwa.gov	E-Mail	gary.stumph@mil.wa.gov
Phone	253-856-4342	Phone	253-512-7483
Name	Jim Schneider	Name	Olivia Hollowwa
Title	Fire Chief	Title	Program Coordinator
E-Mail	jschneider@kentfirerfa.org	E-Mail	olivia.hollowwa@mil.wa.gov
Phone	253-856-4311	Phone	253-512-7149
		Name	Sierra Wardell
		Title	Program Manager
		E-Mail	sierra.wardell@mil.wa.gov
		Phone	253-512-7121

ARTICLE II -- ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Sub-grantee shall comply with all applicable state and federal laws, regulations and program guidance. A non-exclusive list of laws, regulations and guidance commonly applicable to DHS/FEMA grants are listed here for reference only, and include, but are not limited to, the following:

1. Administrative Requirements: 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; Office of Management and Budget (OMB) Circular A-102, Grants and Cooperative Agreements with State and Local Governments; 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (formerly OMB Circular A-110).
2. Cost Principles: 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (formerly OMB Circular A-87); 2 CFR Part 220, Cost Principles for Educational Institutions (formerly OMB Circular A-21); 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122); OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations; and 48 CFR Part 31, §31.2, Federal Acquisitions Regulations (FAR), Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
3. Grant funds will not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. The Sub-grantee, upon written request by the Department, DHS or FEMA, shall demonstrate through supporting records and documentation that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.
4. Duplication of Benefits: There may not be a duplication of any Federal assistance by governmental entities per 2 CFR Part 225, Appendix A, Basic Guidelines, Section C.3 (c), which states: "Any cost allocable to a particular Federal award or cost objective under the principles provided for in 2 CFR Part 225 may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the Federal awards, or for other reasons." However, this prohibition would not preclude governmental units from shifting costs that are allowable under two or more awards in accordance with

existing program agreements. Non-governmental entities are also subject to this prohibition per 2 CFR Parts 220 and 230 and 48 CFR Part 31.2.

5. The Sub-grantee shall comply with all applicable federal laws, regulations and guidance referenced in the "FY 2013 Emergency Management Performance Grants (EMPG) Program, Funding Opportunity Announcement (FOA)", which can be found at <http://www.fema.gov/preparedness-non-disaster-grants> and are hereby incorporated in and made a part of this Agreement.
6. The Sub-grantee shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department Attachment #1 attached to and made a part of this Agreement.

ARTICLE III – REIMBURSEMENT/INVOICING PROCEDURES

1. This is a fixed price, reimbursement Grant Agreement. Within the total Grant Agreement amount, travel, sub-contracts, salaries and wages, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Grant Agreement. Any travel or subsistence reimbursement allowed under the Grant Agreement shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, but shall not exceed federal maximum rates set forth at <http://www.gsa.gov> without prior written approval by Department key personnel.
2. Receipts and/or backup documentation for any approved budget line items including travel related expenses that are authorized under this Grant Agreement must be maintained by the Sub-grantee and be made available upon request by the Department, and local, state, or federal auditors.
3. The Sub-grantee will submit reimbursement requests to the Department by submitting a properly completed State A-19 Invoice form and reimbursement spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to HLS.Reimbursements@mil.wa.gov at least quarterly but not more frequently than monthly.
4. All work under this Agreement must end on or before the Agreement End Date, and the final reimbursement request must be submitted to the Department within 45 days after the Agreement End Date. The maximum amount of all reimbursement requests permitted to be submitted under this Grant Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
5. No equipment or supply costs will be reimbursed until the related equipment/supplies have been received by the Sub-grantee and invoiced by the vendor.
6. Requests for reimbursement of equipment purchases must include a copy of the vendor's invoice and packing slip or a statement signed and dated by the Sub-grantee's authorized representative that states "all items invoiced have been received in good working order, are operational, and have been inventoried according to contract and local procurement requirements".
7. Failure to timely submit complete reports and reimbursement requests as required by this Agreement (including but not limited to those reports in the Milestone Timeline and the Work Plan) will prohibit the Sub-grantee from being reimbursed until such complete reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.
8. Final reimbursement requests will not be approved for payment if the Sub-grantee is not current with all reporting requirements contained in this Agreement.

ARTICLE IV – REPORTING REQUIREMENTS

1. The Sub-grantee shall submit with each reimbursement request a report describing completed Work Plan activities for which reimbursement is sought.
2. In conjunction with the next annual grant cycle application process, the Sub-grantee shall submit to the Department's key personnel a final report describing all completed activities under this Grant Agreement and new activities for which grant funding will be sought in the upcoming grant cycle's Work Plan. If a Sub-grantee will not be applying for grant funding during the next annual grant cycle application process, a final report will be submitted to the Department detailing progress on all activities listed in the Work Plan.
3. Additionally, in conjunction with the final report, the Sub-grantee shall submit a separate report detailing how the Exercise and Training requirements were met for all personnel funded in any part through any source of funding under this Agreement

ARTICLE V – EQUIPMENT MANAGEMENT

All equipment purchased under this Grant Agreement, by the Sub-grantee or a contractor, will be recorded and maintained in the Sub-grantee's equipment inventory system.

1. Upon successful completion of the terms of this Grant Agreement, all equipment purchased through this Grant Agreement will be owned by the Sub-grantee, or a recognized sub-recipient for which a contract, sub-Grant Agreement, or other means of legal transfer of ownership is in place.
2. The Sub-grantee, or a recognized sub-grantee/sub-contractor, shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment including all questions of liability. The Sub-grantee shall develop appropriate maintenance schedules and procedures to ensure the equipment is well maintained and kept in good operating condition.
3. The Sub-grantee shall maintain equipment records that include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Catalogue of Federal Domestic Assistance (CFDA) number; who holds the title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.
4. Records for equipment shall be retained by the Sub-grantee for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the Sub-grantee until all litigation, claims, or audit findings involving the records have been resolved.
5. The Sub-grantee shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Sub-grantee to determine the cause of the difference. The Sub-grantee shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
6. The Sub-grantee shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated and a report generated and sent to the Department.
7. If the Sub-grantee is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return.
8. When original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

- a. Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the Sub-grantee with no further obligation to the awarding agency.
 - b. Items of equipment with a current per-unit fair market value of more than \$5,000 may be retained or sold and the Sub-grantee shall compensate the Federal-sponsoring agency for its share.
- 9. As recipient of federal funds the Sub-grantee must pass on equipment management requirements that meet or exceed the requirements outlined above for all sub-contractors, consultants, and sub-recipients who receive pass-through funding from this Grant Agreement.
- 10. Allowable equipment categories for the FY 2013 EMPG program are listed on the web-based version of the Authorized Equipment List (AEL) located at the Responder Knowledge Base at <http://www.rkb.us/>. Reimbursement will only be provided for equipment that (1) is on the AEL or, (2) if not on the AEL, has received prior written approval from FEMA through the Department; Sub-grantees must contact the Department representative for assistance in seeking FEMA approval for equipment not on the AEL. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or FEMA adopted standards to be eligible for purchase using EMPG funds. In addition, Sub-grantees must obtain and maintain all necessary certifications and licenses for the equipment. Sub-grantees are solely responsible for ensuring equipment eligibility.

ARTICLE VI – ENVIRONMENTAL AND HISTORICAL PRESERVATION

- 1. The Sub-grantee shall ensure full compliance with FEMA's Environmental and Historic Preservation (EHP) Program.
- 2. The Sub-grantee agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The Sub-grantee is advised that any project or expenditure with the potential to impact natural or biological resources or historic properties, including but not limited to, communication towers, physical security enhancements, new construction, renovation, or modification to buildings or structures, cannot be initiated until FEMA has completed the required EHP review. Projects implemented prior to receiving EHP approval from FEMA risk de-obligation of funds.

ARTICLE VII – PROCUREMENT

The Sub-grantee shall comply with all procurement requirements of 44 CFR Part 13.36, Procurement. All sole source contracts expected to exceed \$100,000 must be submitted to the Department for review and approval prior to the Sub-grantee's award and execution of a contract. This requirement must be passed on to all of the Sub-grantee's sub-contractors, at which point the Sub-grantee will be responsible for reviewing and approving their sub-contractors' sole source justifications.

ARTICLE VIII – SUB-GRANTEE MONITORING

- 1. The Department will monitor the activities of the Sub-grantee from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations. As a subrecipient of federal financial assistance under Circular A-133, the Sub-grantee shall complete and return to the Department Attachment #2 "OMB Circular A-133 Audit Certification Form" with the signed Grant Agreement and each fiscal year thereafter until the Grant Agreement is closed, which Form is incorporated in and made a part of this Agreement.
- 2. Monitoring activities may include, but are not limited to:
 - a. review of performance reports;
 - b. monitoring and documentation the completion of Grant Agreement deliverables;

- c. documentation of phone calls, meetings, e-mails and correspondence;
 - d. review of reimbursement requests and supporting documentation to ensure allowability and consistency with Grant Agreement budget and federal requirements;
 - e. observation and documentation of Grant Agreement related activities, such as exercises, training, funded events and equipment demonstrations;
 - f. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
3. As a sub-recipient of federal funds, the Sub-grantee is required to meet or exceed the monitoring activities, as outlined above, for all sub-contractors, consultants, and sub-recipients who receive pass-through funding from this Agreement.

ARTICLE IX – NIMS COMPLIANCY

1. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain and deliver the core capabilities needed to achieve a secure and resilient nation.
Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive (PPD)-8, to guide activities within the public and private sector and describes the planning, organizing, equipping, training and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
2. The Sub-grantee agrees that in order to receive Federal Fiscal Year 2013 (FFY13) federal preparedness funding, to include EMPG, the National Incident Management System (NIMS) compliance requirements for 2013 must be met.

ARTICLE X – EMPG SPECIFIC REQUIREMENTS

1. The Washington State Military Department Emergency Management Division (EMD) receives grant funding each year from the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) through the Emergency Management Performance Grant (EMPG) Program. The funding assists state and local governments enhance and sustain all-hazards emergency management capabilities as authorized by Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288, as amended, 42 U.S.C. 5121-5207).
2. A portion of the FFY13 EMPG grant has been identified by the state to be passed through to local jurisdictions and tribes, which have emergency management programs, to supplement their local/tribal operating budgets. Each jurisdiction or tribe that applied and met the qualifications specified in WAC 118-09 regarding emergency management assistance funds was awarded a sub-grant based on the size of their agency's emergency management operating budget. Funds will be used by local jurisdictions and tribes to enhance their emergency management capability.
3. Funds are provided by DHS/FEMA solely for the use of supporting emergency management programs as provided by the EMPG Program. The Sub-grantee shall use the funds to perform tasks as described in the Work Plan of the Sub-grantee's application for funding, as approved by the Department. Funding may not be used to replace or supplant existing local or tribal government funding of emergency management programs.
4. The Sub-grantee shall provide a match of \$108,112 of non-federal origin. Match (cost share) may be cash or in-kind. To meet matching requirements, the Sub-grantee contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations, including but not limited to 2 CFR Part 225, 2 CFR Part 215.23, and 44 CFR Part 13.24. An appropriate mechanism must be in place to capture, track, and document match.

5. The Sub-grantee acknowledges that since this Grant Agreement involves federal funding, the period of performance described herein will likely begin prior to the availability of appropriated federal funds. The Sub-grantee agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Grant Agreement prior to distribution of appropriated federal funds.

The Sub-grantee agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement or any type of payment if federal funds are not appropriated or are not appropriated in a particular amount.

6. Exercises that are implemented with grant funds must meet the requirements of the FFY13 EMPG Program. All personnel funded in any part through any source of funding under this Agreement shall participate in no less than three exercises in a 12-month period.
7. All personnel funded in any part through any source of funding under this Agreement shall complete the following training requirements and record proof of completion: NIMS Training IS 100, IS 200, IS 700, and IS 800 and the FEMA Professional Development Series IS 120, IS 230, IS 235, IS 240, IS 241, IS 242, and IS 244.
8. Cumulative changes to budget categories in excess of 10% of the Grant Agreement amount will not be reimbursed without prior written authorization from the Department. In no case shall the total budget amount exceed the Grant Agreement amount. Budget categories are as specified or defined on the budget sheet of the contract. Any changes to budget categories other than in compliance with this paragraph will not be reimbursed.
9. As a recipient of federal financial assistance under this Agreement, the Sub-grantee shall comply with all applicable state and federal statutes, regulations, executive orders, and guidelines, including but not limited to the following:
 - a. All applicable state and federal statutes, regulations, executive orders and guidelines relating to nondiscrimination, including but not limited to the following: (a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.) which prohibits discrimination on the basis of race, color or national origin; (b) the Civil Rights Act of 1968 (42 U.S.C. 3601), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex; (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability; (e) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; (f) the Fair Housing Amendments Act of 1988, as amended (42 U.S.C. §§3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (g) the Americans with Disabilities Act, as amended (42 U.S.C. §§ 12101-12213) which prohibits discrimination on the basis of disability; and (h) Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency.
 - b. All applicable state and federal statutes, regulations, executive orders and guidelines relating to environmental and historical preservation, including but not limited to the following: (a) the Coastal Wetlands Planning, Protection and Restoration Act of 1990, as amended (16 U.S.C. 3951 et seq.), Executive Order 11990 and 44 CFR Part 9; (b) the Clean Air Act of 1970, as amended (42 U.S.C. §7401) and the Clean Water Act of 1977, as amended (38 U.S.C. §§ 1251-1387) and Executive Order 11738; (c) floodplains management pursuant to EO 11988, as amended; (e) the Coastal Zone Management Act of 1972, as amended (P.L. 92-583, 16 U.S.C. §§1451 et seq.); (d) the National Environmental Policy Act, as amended (42 U.S.C. §4321); (e) the Safe Drinking Water Act of 1974, as amended

- (PL 93-523); (f) the Endangered Species Act of 1973, as amended (PL 93-205); and (g) the National Historic Preservation Act, as amended (PL 89-665, 16 U.S.C. §470 et seq.) and 36 CFR Part 800.
 - c. The Drug-Free Workplace Act of 1988, as amended (41 U.S.C. §701 et seq., 2 CFR 3001, 44 CFR Part 17).
 - d. Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104) and 2 CFR §175.
 - e. The requirements of 45 CFR Part 46 Protection of Human Subjects for purposes of research, and the requirements in DHS Directive 026-04.
 - f. The requirements of the Animal Welfare Act of 1966, as amended (7 U.S.C. §2131 et. seq.).
 - g. The Flood Disaster Protection Act of 1973 the National Flood Insurance Act of 1968, as amended (42 U.S.C. §4001 et seq.).
 - h. The USA Patriot Act of 2001, as amended (18 U.S.C. §§175-175c).
 - i. The Fly America Act of 1974, as amended (49 U.S.C. §40118) and the interpretive guidelines issued by the Comptroller General of the United States March 31, 1981, amendment to Comptroller General Decision B138942.
 - j. The False Claims Act (FCA) (31 U.S.C. § 3729).
 - k. Section 6 of the Hotel and Motel Safety Act of 1990 (15 U.S.C. §2225(a), ensuring that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention Control Act of 1974, 15 U.S.C. §2225.
10. The Sub-grantee must obtain DHS approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
 11. The Sub-grantee must comply with any Federal requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
 12. If, during the past three years, the Sub-grantee has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Sub-grantee must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the Department for forwarding to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the Sub-grantee, or the Sub-grantee settles a case or matter alleging such discrimination, the Sub-grantee must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.
 13. The Sub-grantee must ensure that any project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
 14. If the Sub-grantee collects personally identifiable information (PII), the Sub-grantee must have a publically-available policy that describes what PII is collected, how the PII is used, whether the PII is shared with third parties, and how individuals may have their PII corrected as necessary.
 15. The Sub-grantee and any of its sub-recipients are required to be non-delinquent in repayment of any Federal debt.

**Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Grant Agreement, the following terms will have the meaning set forth below:

- a. **"Department"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department.
- b. **"Sub-grantee"** means the government or other eligible legal entity to which a sub-grant is awarded and which is accountable to the Grantee for the use of the funds provided under this Grant Agreement, and includes all employees of the Sub-grantee and any sub-contractor retained by the Sub-grantee as permitted under the terms of this Grant Agreement. The term "Sub-grantee" and "Contractor" may be used interchangeably in this Agreement.
- c. **"Sub-grantee Agent"** means the official representative and alternate designated or appointed by the Sub-grantee in writing and authorized to make decisions on behalf of the Sub-grantee.
- d. **"Grantee"** means the government to which a grant is awarded and which is accountable for the use of the funds provided. The Grantee is an entire legal entity even if only a particular component of the entity is designated in the grant award document. For the purpose of this Grant Agreement, the state of Washington is the Grantee. The Grantee and the DEPARTMENT are one and the same.
- e. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, authorities and policies.
- f. **"Investment Justification"** means grant application investment justification submitted by the sub-grantee describing the project for which federal funding is sought and provided under this Grant Agreement. Such grant application investment justification is hereby incorporated into this Grant Agreement by reference.
- g. **"PL"** – is defined and used herein to mean the Public Law.
- h. **"CFR"** – is defined and used herein to mean the Code of Federal Regulations.
- i. **"OMB"** – is defined and used herein to mean the Office of Management and Budget.
- j. **"WAC"** – is defined and used herein to mean the Washington Administrative Code.
- k. **"RCW"** – is defined and used herein to mean the Revised Code of Washington.

A.2 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities, as subrecipients of a federal award, that expend **\$500,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with the Office of Management and Budget (OMB) Circular A-133-Audits of States, Local Governments, and Non-Profit Organizations (amended June 27, 2003, effective for fiscal years ending after December 31, 2003, and further amended June 26, 2007). Non-federal entities that spend less than **\$500,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in Circular A-133. As defined in Circular A-133, the term "non-federal entity" means a State, local government, or non-profit organization, and the term "State" includes Indian tribes. Circular A-133 is available on the OMB Home Page at <http://www.omb.gov>.

SUB-GRANTEES that qualify as subrecipients required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised

Yellow Book) developed by the Comptroller General and the OMB Compliance Supplement. The SUB-GRANTEE has the responsibility of notifying its auditor and requesting an audit in compliance with Circular A-133, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by Circular A-133.

The SUB-GRANTEE shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records.

The SUB-GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The SUB-GRANTEE must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the SUB-GRANTEE all disallowed costs resulting from the audit.

Once the single audit has been completed, the SUB-GRANTEE must send a full copy of the audit to the DEPARTMENT and a letter stating there were no findings, or if there were findings, the letter should provide a list of the findings. The SUB-GRANTEE must send the audit and the letter no later than nine (9) months after the end of the SUB-GRANTEE's fiscal year(s) to:

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

In addition to sending a copy of the audit, the SUB-GRANTEE must include a corrective action plan for any audit findings and a copy of the management letter if one was received.

If SUB-GRANTEE claims it is exempt from the audit requirements of Circular A-133, SUB-GRANTEE must send a letter identifying this Grant Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the SUB-GRANTEE fiscal year(s) to:

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

The DEPARTMENT retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The SUB-GRANTEE shall include the above audit requirements in any sub-contracts.

Conducting a single or program-specific audit in compliance with Circular A-133 is a material requirement of this Grant Agreement. In the absence of a valid claim of exemption from the audit requirements of Circular A-133, the SUB-GRANTEES failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with Circular A-133; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.3 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. SUB-GRANTEE shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.4 AMENDMENTS AND MODIFICATIONS

The SUB-GRANTEE or the DEPARTMENT may request, in writing, an amendment or modification of this Grant Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the DEPARTMENT and the SUB-GRANTEE. No other understandings or agreements, written or oral, shall be binding on the parties.

A.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The SUB-GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.6 ASSURANCES

DEPARTMENT and SUB-GRANTEE agree that all activity pursuant to this Grant Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Grant Agreement, the SUB-GRANTEE certifies that the SUB-GRANTEE is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Grant Agreement by any federal department or agency.

If requested by the DEPARTMENT, the SUB-GRANTEE shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the SUB-GRANTEE for this Grant Agreement shall be incorporated into this Grant Agreement by reference.

Further, the SUB-GRANTEE agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The SUB-GRANTEE certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUB-GRANTEE may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The SUB-GRANTEE also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/>).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 10 CFR Part 601, the Sub-grantee hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Sub-grantee to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension,

continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Grant Agreement, grant, loan, or cooperative agreement, the Sub-grantee will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Sub-grantee will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.9 CONFLICT OF INTEREST

No officer or employee of the DEPARTMENT; no member, officer, or employee of the SUB-GRANTEE or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the SUB-GRANTEE who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Grant Agreement.

The SUB-GRANTEE shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

A.10 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The SUB-GRANTEE and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of the SUB-GRANTEE's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the DEPARTMENT may rescind, cancel, or terminate the Grant Agreement in whole or in part in its sole discretion. The SUB-GRANTEE is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order, OMB Circular or policy.

A.11 DISCLOSURE

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

A.12 DISPUTES

Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the Department, a representative appointed by the Contractor and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Grant Agreement.

To the extent allowed by law, the SUB-GRANTEE, its successors or assigns, will protect, save and hold harmless the DEPARTMENT, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the SUB-GRANTEE, its sub-contractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Grant Agreement.

To the extent allowed by law, the SUB-GRANTEE further agrees to defend the DEPARTMENT and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Grant Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the DEPARTMENT; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the DEPARTMENT, and (2) the SUB-GRANTEE, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SUB-GRANTEE, or SUB-GRANTEE's agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the DEPARTMENT's Authorized Signature and the Authorized Signature of the assigned SUB-GRANTEE Agent or Alternate for the SUB-GRANTEE Agent, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives.

Further, only the Authorized Signature representative or Alternate for the SUB-GRANTEE shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the DEPARTMENT may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the SUB-GRANTEE an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Grant Agreement, nor any claim arising under this Grant Agreement, shall be transferred or assigned by the SUB-GRANTEE.

A.17 NONDISCRIMINATION

The SUB-GRANTEE shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Grant Agreement.

A.18 NOTICES

The SUB-GRANTEE shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The SUB-GRANTEE represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the SUB-GRANTEE's performance under this Grant Agreement. To the extent allowed by law, the SUB-GRANTEE further agrees to indemnify and hold harmless the DEPARTMENT and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the DEPARTMENT, as a result of the failure of the SUB-GRANTEE to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Grant Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUB-GRANTEE. The SUB-GRANTEE shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and the state of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Grant Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY

The SUB-GRANTEE agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Grant Agreement wherein the DEPARTMENT's name is mentioned or language used from which the connection of the DEPARTMENT's name may, in the DEPARTMENT's judgment, be inferred or implied. The SUB-GRANTEE agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUB-GRANTEE may copyright original work it develops in the course of or under this Grant Agreement; however, pursuant to 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Grant Agreement shall include an acknowledgement of FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION

In the event the SUB-GRANTEE fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws and/or the provisions of the Grant Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Grant Agreement termination. Repayment by the SUB-GRANTEE of funds under this recapture provision shall occur within 30 days of demand. In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs thereof, including attorney fees.

A.25 RECORDS

- a. The SUB-GRANTEE agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUB-GRANTEE's contracts, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Grant Agreement (the "records").
- b. The SUB-GRANTEE's records related to this Grant Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the SUB-GRANTEE with the terms of this Grant Agreement and to determine the appropriate level of funding to be paid under the Grant Agreement.
- c. The records shall be made available by the SUB-GRANTEE for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUB-GRANTEE's normal working day.
- d. The SUB-GRANTEE shall retain and allow access to all records related to this Grant Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Grant Agreement.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the DEPARTMENT undertakes to assist the SUB-GRANTEE with the project/statement of work/work plan (project) by providing grant funds pursuant to this Grant Agreement, the project itself remains the sole responsibility of the SUB-GRANTEE. The DEPARTMENT undertakes no responsibility to the SUB-GRANTEE, or to any third party, other than as is expressly set out in this Grant Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the SUB-GRANTEE, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the SUB-GRANTEE shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The SUB-GRANTEE shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the SUB-GRANTEE in connection with the project. The SUB-GRANTEE shall not look to the DEPARTMENT, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Grant Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Grant Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Grant Agreement are declared severable.

A.28 SUB-CONTRACTING

The SUB-GRANTEE shall use a competitive procurement process in the award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, or with OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable to the SUB-GRANTEE.

Sub-Grantees must comply with the following provisions regarding procurement, and all Sub-Grantee contracts with sub-contractors or sub-recipients must contain the following provisions regarding procurement, per 44 CFR Part 13.36(i):

1. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (All contracts more than the simplified acquisition threshold).
2. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).
3. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees).

4. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair).
5. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and sub-grantees when required by Federal grant program legislation).
6. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and sub-grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
7. Notice of awarding agency requirements and regulations pertaining to reporting.
8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
10. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. Retention of all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.
12. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (All contracts, sub-contracts, and sub-grants of amounts in excess of \$100,000).
13. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

The DEPARTMENT reserves the right to review the Sub-Grantee procurement plans and documents, and require the Sub-Grantee to make changes to bring its plans and documents into compliance with the requirements of 44 CFR Part 13.36. The Sub-Grantee must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Sub-Grantee and DEPARTMENT to make a determination on eligibility of project costs.

All sub-contracting agreements entered into pursuant to this Grant Agreement shall incorporate this Grant Agreement by reference.

A.29 SUB-GRANTEE NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The SUB-GRANTEE, and/or employees or agents performing under this Grant Agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The SUB-GRANTEE will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Grant Agreement, nor will the SUB-GRANTEE make any claim, demand, or application to or

for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Grant Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the SUB-GRANTEE is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Grant Agreement.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Grant Agreement, the SUB-GRANTEE shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the SUB-GRANTEE or its staff required by statute or regulation that are applicable to Grant Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Grant Agreement, the SUB-GRANTEE may terminate this Grant Agreement by providing written notice of such termination to the DEPARTMENTS's Key Personnel identified in the Grant Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Grant Agreement, the DEPARTMENT, in its sole discretion and in the best interests of the State of Washington, may terminate this Grant Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the SUB-GRANTEE. Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the SUB-GRANTEE from incurring additional obligations of funds. In the event of termination, the SUB-GRANTEE shall be liable for all damages as authorized by law. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR CAUSE

In the event the DEPARTMENT, in its sole discretion, determines the SUB-GRANTEE has failed to fulfill in a timely and proper manner its obligations under this Grant Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the SUB-GRANTEE unable to perform any aspect of the Grant Agreement, or has violated any of the covenants, agreements or stipulations of this Grant Agreement, the DEPARTMENT has the right to immediately suspend or terminate this Grant Agreement in whole or in part.

The DEPARTMENT may notify the SUB-GRANTEE in writing of the need to take corrective action and provide a period of time in which to cure. The DEPARTMENT is not required to allow the SUBGRANTEE an opportunity to cure if it is not feasible as determined solely within the DEPARTMENT's discretion. Any time allowed for cure shall not diminish or eliminate the SUB-GRANTEE's liability for damages or otherwise affect any other remedies available to the DEPARTMENT. If the DEPARTMENT allows the SUB-GRANTEE an opportunity to cure, the DEPARTMENT shall notify the SUB-GRANTEE in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the DEPARTMENT, or if such corrective action is deemed by the DEPARTMENT to be insufficient, the Grant Agreement may be terminated in whole or in part.

The DEPARTMENT reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the SUB-GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the SUB-GRANTEE, if allowed, or pending a decision by the DEPARTMENT to terminate the Grant Agreement in whole or in part.

In the event of termination, the SUB-GRANTEE shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the SUB-GRANTEE: (1) was not in default or material breach, or (2) failure to perform was outside of the SUB-GRANTEE's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.33 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the DEPARTMENT terminates this Grant Agreement, the SUB-GRANTEE shall follow any procedures specified in the termination notice. Upon termination of this Grant Agreement and in addition to any other rights provided in this Grant Agreement, the DEPARTMENT may require the SUB-GRANTEE to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated.

If the termination is for convenience, the DEPARTMENT shall pay to the SUB-GRANTEE the agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the DEPARTMENT prior to the effective date of Grant Agreement termination, and the amount agreed upon by the SUB-GRANTEE and the DEPARTMENT for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the DEPARTMENT, (iii) other work, services and/or equipment or supplies which are accepted by the DEPARTMENT, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. If the termination is for cause, the DEPARTMENT shall determine the extent of the liability of the DEPARTMENT. The DEPARTMENT shall have no other obligation to the SUB-GRANTEE for termination. The DEPARTMENT may withhold from any amounts due the SUB-GRANTEE such sum as the DEPARTMENT determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this Grant Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the DEPARTMENT in writing, the SUB-GRANTEE shall:

- a. Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Grant Agreement except as may be necessary for completion of such portion of the work under the Grant Agreement as is not terminated;
- c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUB-GRANTEE under the orders and sub-contracts so terminated, in which case the DEPARTMENT

has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;

- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the DEPARTMENT any property which, if the Grant Agreement had been completed, would have been required to be furnished to the DEPARTMENT;
- f. Complete performance of such part of the work as shall not have been terminated by the DEPARTMENT in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the DEPARTMENT may require, for the protection and preservation of the property related to this Grant Agreement which is in the possession of the SUB-GRANTEE and in which the DEPARTMENT has or may acquire an interest.

A.34 TRAVEL AND SUBSISTENCE REIMBURSEMENT

Unless the Grant Agreement specifically provides for different rates, any travel or subsistence reimbursement allowed under the Agreement shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The SUB-GRANTEE may be required to provide to the Department copies of receipts for any travel related expenses other than meals and mileage (example: parking) that are authorized under this Agreement.

A.35 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The SUB-GRANTEE is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Grant Agreement. The SUB-GRANTEE may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.36 WAIVERS

No conditions or provisions of this Grant Agreement can be waived unless approved in advance by the DEPARTMENT in writing. The DEPARTMENT's failure to insist upon strict performance of any provision of the Grant Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Grant Agreement.

A.37 VENUE

This Grant Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Grant Agreement shall be the Superior Court of Thurston County, Washington. The SUB-GRANTEE, by execution of this Grant Agreement acknowledges the jurisdiction of the courts of the State of Washington.

FFY13 Emergency Management Performance Grant

WORK PLAN

Emergency Management Agency City of Kent	
Required Activities for EMPG eligibility The purpose of EMPG is to assist with the enhancement, sustainment and improvement of state, local, and tribal emergency management programs. Activities conducted using EMPG funding should relate directly to the five elements of emergency management: prevention; protection; response; recovery, and mitigation. Washington State does not require a specific number of activities to receive EMPG funding. However, there are required capabilities that must be conducted in order to remain eligible for EMPG funding, including but not limited to the ability to communicate and warn, educate the public, train and exercise, plan and be NIMS compliant.	
ACTIVITY #	
1	Emergency Management Activity: Participate in NAWAS tests and exercises Core Capability Operational Communications Public Information and Warning General Plan for 13EMPG: Participate in all scheduled National Warning System (NAWAS) tests and exercises, whether a Primary NAWAS Warning Point, a Secondary Warning Point, or a Tertiary Warning Point. This is the on-going test of the statewide warning fan-out as outlined in the State CEMP and warning annex. All emergency management jurisdictions must be a part of this fan-out.
2	Emergency Management Activity: Participation in scheduled testing between Kent OEM and the State EOC Core Capability Operational Communications General Plan for 13EMPG: Work with EMD to ensure Comprehensive Emergency Management Network (CEMNET) capability is maintained and participate in scheduled testing between local Emergency Operations Center (EOC) or similar facility and the state EOC.
3	Emergency Management Activity: Update and test ARES & RACES plans Core Capability Operational Communications Community Resilience General Plan for 13EMPG: Develop and/or update local plans and equipment for use of amateur radio (HAM bands) through the Amateur Radio Emergency Services (ARES) & Radio Amateur Civil Emergency Service (RACES) program and the state RACES / ARES plan.
4	Emergency Management Activity: Notification to State in the event of activation Core Capability Operational Communications Intelligence and Information Sharing General Plan for 13EMPG: Notify the state EOC immediately upon activation of the Kent ECC. Provide Situation Reports (SITREPS) as needed.

5	Emergency Management Activity: Communications and Warning
	Core Capability Operational Communications Public Information and Warning
	General Plan for 13EMPG: Where possible, work with the Local Area Emergency Alert System (EAS) Committee (LAECC) to complete an EAS plan and the Local Relay Network (LRN) per existing guidance from the FCC, FEMA, and the State Emergency Communications Committee with assistance from the State EMD Telecommunications staff.
6	Emergency Management Activity: NIMS requirements
	Core Capability Planning Operational Coordination
	General Plan for 13EMPG: Be fully compliant with Federal National Incident Management System (NIMS) compliance requirements.
7	Emergency Management Activity: Exercises
	Core Capability Risk Management for Protection Programs & Activities Operational Coordination
	General Plan for 13EMPG: Participate in the design, conduct, and evaluate at least one exercise during the performance period.
8	Emergency Management Activity: CEMP
	Core Capability Planning Threat and Hazard Identification
	General Plan for 13EMPG: Review the Comprehensive Emergency Management Plan (CEMP) and supporting Emergency Support Functions (ESFs). The CEMP to be compliant with both the National Response Framework and National Incident Management System.
9	Emergency Management Activity: Public Education and Training
	Core Capability Community Resilience Public Information and Warning
	General Plan for 13EMPG: Conduct public disaster / emergency preparedness education programs for the citizens and businesses in the community and schools.
10	Emergency Management Activity: City Wide Radios
	Core Capability Operational Communications Situational Assessment
	General Plan for 13EMPG: Conduct a monthly Citywide radio drill on the Kent Citywide Radio System 800MHz radios between the ECC and all designated Department Operating Centers (DOCs).

11	Emergency Management Activity: County Regional Radio Test
	Core Capability Operational Communications Situational Assessment
	General Plan for 13EMPG: Participate in the King County 800MHz radio test monthly.
12	Emergency Management Activity: Public Education and Training
	Core Capability Community Resilience Public and Private Services and Resources
	General Plan for 13EMPG: Conduct a minimum of 2 CERT academies; teach the full 8 week long FEMA Course using the approved curriculum. Accommodate students from the general citizenry in Kent and Fire District 37, the business community in the greater Kent area, and employees from the City of Kent, Covington and Kent Fire Department and Kent/Covington Schools. To include continuing education classes for past CERT graduates. To improve and refresh the skills of CERT graduates, keeping their skills current improve their ability to respond to support their community and first responders at time of a disaster.
13	Emergency Management Activity: Web and Social Media
	Core Capability Public Information and Warning Community Resilience
	General Plan for 13EMPG: Utilize the city webpage as a resource for outreach and information to the local, regional, and business communities. Work with Kent RFA Administration to manage the website for Kent Fire - RFA / and Kent OEM. Utilize existing social media channels to communicate with the community.
14	Emergency Management Activity: Community Event Participation
	Core Capability Community Resilience Risk Management for Protection Programs & Activities
	General Plan for 13EMPG: Set up and staff visual public display booths for large citywide events including Cornucopia Days, Covington Days and National Night Out. Distribute preparedness information and flyers.
15	Emergency Management Activity: LEPC
	Core Capability Planning Public and Private Services and Resources
	General Plan for 13EMPG: Continue activities as the Kent Local Emergency Planning Committee (LEPC). Act as LEPC representative to the King County EMAC.

22	Emergency Management Activity: Zone Coordination
	Core Capability Planning Operational Coordination
	General Plan for 13EMPG: Meet with South King County geographic Zone 3 Emergency Management Directors to collaborate on common interest issues involving emergency management in Zone 3 and regional coordination with King County, Zone 1 and Zone 5.
23	Emergency Management Activity: CRS Review
	Core Capability Threat and Hazard Identification Risk and Disaster Resilience Assessment
	General Plan for 13EMPG: Review the requirements for the FEMA Community Rating System (CRS) including any impact analysis reports and CRS activities. Coordinate activities with Public Works to determine activities necessary and achievable to reduce insurance premiums.
24	Emergency Management Activity: ECC Enhancements
	Core Capability Planning Operational Coordination
	General Plan for 13EMPG: Continue to identify enhancements for Kent OEM ECC functionality and capability.
25	Emergency Management Activity: ECC Testing
	Core Capability Operational Coordination Operational Communications
	General Plan for 13EMPG: Continue to conduct monthly ECC in service days to test systems on a rotating basis. All systems such as electronics, displays, forms, and other material required for activation are checked and tested.
26	Emergency Management Activity: Professional Development
	Core Capability Planning Operational Coordination
	General Plan for 13EMPG: Research and send staff to available training activities, conferences, or professional development courses or meetings to enhance personnel professionalism in emergency management.
27	Emergency Management Activity: Amateur Radio Team Support
	Core Capability Operational Communications Operational Coordination
	General Plan for 13EMPG: Kent Communication Support Team (KCST) to hold drills on each 5th Saturday and participate in other trainings as needed.

28	Emergency Management Activity: Community Warning System
	Core Capability Public Information and Warning Community Resilience
	General Plan for 13EMPG: Maintain and update the reverse 911 community alert systems (CodeRed) for Kent.
29	Emergency Management Activity: Tier II Reporting
	Core Capability Threat and Hazard Identification Planning
	General Plan for 13EMPG: Receive, Review, and Document Tier II's from HazMat facilities.
30	Emergency Management Activity: Volunteer Management
	Core Capability Community Resilience Public and Private Services and Resources
	General Plan for 13EMPG: Develop and train a volunteer team to support multiple functions within the ECC and/or Disaster Preparedness/Recovery.
31	Emergency Management Activity: Annual Statewide Exercise
	Core Capability Community Resilience Planning
	General Plan for 13EMPG: Participate in the Great ShakeOut 2013 Exercise.
32	Emergency Management Activity: Windshield Survey
	Core Capability Situational Assessment Operational Coordination
	General Plan for 13EMPG: Ongoing development and enhancement of the Citywide All Discipline windshield survey program.
33	Emergency Management Activity: Credentialing
	Core Capability Access Control On-scene Security and Protection
	General Plan for 13EMPG: Enhance existing credentialing program.
34	Emergency Management Activity: Regional Hazard Mitigation Plan
	Core Capability Long-term Vulnerability Reduction Planning
	General Plan for 13EMPG: Participate in the King County Regional Hazard Mitigation planning.

MILESTONE TIMELINE**FFY13 Emergency Management Performance Grant Program**

MILESTONE	TASK
June 1, 2013	Start of Grant Agreement performance period.
January 31, 2014	Submit reimbursement request #1 (June 1 – December 31, 2013)
April 30, 2014	Submit reimbursement request #2 (January 1 – March 31, 2014)
August 31, 2014	End of grant performance period.
October 15, 2014	Submit final reimbursement request (April 1 – August 31, 2014), additional reports, and/or deliverables.

Budget Sheet

FFY13 Emergency Management Performance Grant Program

13EMPG Allocation Factor **17.32%**
 13EMPG GRANT AWARD AMOUNT \$ **108,112.00**

The award is based on the allocation factor of 17.32% of the approved local/tribal emergency management operating budgets.

SOLUTION

AREA	BUDGET CATEGORY	AMOUNT	NARRATIVE
PLANNING	Goods & Services	\$ 6,000	Planning, printing, software for Hazmat, COOP and LEPC planning.
	Travel/Per Diem	\$ -	
	Indirect	\$ -	
	Subtotal	\$ 6,000	
ORGANIZATIONAL	Salaries & Benefits	\$ -	
	Overtime/Backfill	\$ -	
	Consultants/Contractors	\$ -	
	Goods & Services	\$ 36,500	EM Office Supplies, materials, instructional support for day to day operations, IT, copier usage, phones, uniforms
	Subtotal	\$ 36,500	
EQUIP	Equipment	\$ 36,000	Tools / Minor Equipment & Furniture for OEM Office, ECC, DOC's & Amateur Radio Group
	Indirect	\$ -	
	Subtotal	\$ 36,000	
TRAINING	Goods & Services	\$ 4,000	Supplies, Materials, Instructional Support for OEM Trainings
	Travel/Per Diem	\$ 20,000	Travel/Conferences/Registration/Per Diem/Training. Examples are WSEMA, IAEM, EMI, PIEP, & LEPC
	Subtotal	\$ 24,000	
EXERCISE	Goods & Services	\$ 5,612	Supplies, Materials, Instructional Support for OEM exercises.
	Indirect	\$ -	
	Subtotal	\$ 5,612	
TOTAL Grant Agreement Contract			
AMOUNT: \$		108,112	

- City of Kent - Office of Emergency Management (OEM) will provide a match of \$108,112, 50% of the total project cost (local/tribal budget plus EMPG award), of non-federal origin.
- Cumulative changes to budget categories in excess of 10% of the grant agreement award will not be reimbursed without prior written authorization from the Department.
- This award will not be used to supplant the local/tribal funds.
- The Department's Reimbursement Spreadsheet will accompany each reimbursement request submitted.
- The Sub-grantee agrees to make all records available to Military Department staff, upon request.

Funding Source: U.S. Department of Homeland Security - PI# 733PT - EMPG

ADDITIONAL AGREEMENT PROVISIONS AND WORKSHEET
For Compliance With The
Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website. Federal awards include grants, subgrants, loans, awards, cooperative agreements, and other forms of financial assistance as well as contracts, subcontracts, purchase orders, task orders, and delivery orders. The legislation does not require inclusion of individual transactions below \$25,000 or credit card transactions before October 1, 2008. However, if an award is initially below this amount yet later increased, the act is triggered. Due to this variability in compliance Subrecipients are **required** by the Military Department to be familiar with the FFATA requirements and complete this Worksheet for *each contract* for the State's submission in to the FFATA portal.

ADDITIONAL PROVISIONS

- A. This grant agreement contract (subaward) is supported by federal funds, requiring compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act) and Office of Management and Budget Guidance (OMB). Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note). By entering into this grant agreement contract, the sub-grantee agrees to provide all applicable reporting information to the Washington Military Department (WMD) required by FFATA and OMB Guidance.
- B. The FFATA requires the OMB to establish a publicly available online database (USASpending.gov) containing information about entities that are awarded Federal grants, loans, and contracts. As required by FFATA and OMB Guidance, certain information on the first-tier subawards related to Federal contracts and grants, and the executive compensation of awardees, must be made publicly available.
- C. For new Federal grants beginning October 1, 2010, if the initial subaward is equal to or greater than \$25,000, reporting of the subaward and executive compensation information is required. If the initial subaward is below \$25,000 but subsequent grant modifications result in a total subaward equal to or over \$25,000, the subaward will be subject to the reporting requirements as of the date the subaward exceeds \$25,000. If the initial subaward equals or exceeds \$25,000 but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the subaward continues to be subject to the reporting requirements of the Transparency Act and OMB Guidance.
- D. As a Federal grant subawardee under this grant agreement contract, your organization is required by FFATA, OMB Guidance and this grant agreement contract to provide the WMD, as the prime grant awardee, all information required for FFATA compliant reporting by WMD. This includes all applicable subawardee entity information required by FFATA and OMB Guidance, subawardee DUNS number, and relevant executive compensation data, as applicable.
 1. Data about your organization will be provided to USASpending.gov by the WMD. System for Award Management (SAM) is a government wide registration system for organizations that do business with the Federal Government. SAM stores information about awardees including financial account information for payment purposes and a link to D&B for maintaining current DUNS information, <http://www.sam.gov>. WMD requires SAM registration and annual renewal by your organization to minimize unnecessary data entry and re-entry required by both WMD and your organization. It will also reduce the potential of inconsistent or inaccurate data entry.
 2. Your organization must have a Data Universal Numbering System (DUNS) number obtained from the firm Dun and Bradstreet (D&B) (<http://www.dnb.com>). A DUNS number provides a method to verify data about your organization. D&B is responsible for maintaining unique identifiers and organizational linkages on behalf of the Federal Government for organizations receiving Federal assistance.

E. The WMD, as the prime awardee, is required by FFATA to report names and total compensation of the five (5) most highly compensated officers of your organization (as the subawardee) if:

1. Your organization (the subawardee), in the preceding fiscal year, received 80 percent or more of its annual gross revenues from Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards; and
2. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

"Total compensation" for purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock, stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.

F. If (1) in the preceding fiscal year your organization received 80 percent or more of its annual gross revenues from Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards, and (2) the public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986, insert the names and total compensation for the five most highly compensated officers of your organization in the table below.

WORKSHEET

Subrecipient Agency: <u>City of Kent - OEM</u>			
Grant and Year: <u>EMPG 2013</u>		Agreement Number: <u>E14-088</u>	
Completed by: <u>Jennifer Keizer</u> Name		<u>E.M. Specialist</u> Title	
		<u>253-256-4342</u> Telephone	
Date Completed:			
STEP 1			
Is your grant agreement less than \$25,000?	YES ☐	STOP, no further analysis needed, GO to Step 6	NO ☒ GO to Step 2
STEP 2			
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES ☐	GO to STEP 3	NO ☒ STOP, no further analysis needed, GO to Step 6
STEP 3			
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES ☐	GO to STEP 4	NO ☐ STOP, no further analysis needed, GO to Step 6
STEP 4			
Does the public have access to information about the total compensation* of senior executives in your organization?	YES ☐	STOP, no further analysis needed, GO to step 6	NO ☐ GO to STEP 5
STEP 5			
Executive #1	Name: _____ Total Compensation amount: \$ _____		
Executive #2	Name: _____ Total Compensation amount: \$ _____		
Executive #3	Name: _____ Total Compensation amount: \$ _____		
Executive #4	Name: _____ Total Compensation amount: \$ _____		
Executive #5	Name: _____ Total Compensation amount: \$ _____		
STEP 6			
If your organization does not meet these criteria, specifically identify below <u>each</u> criteria that is not met for your organization: <u>For Example: "Our organization received less than \$25,000."</u>			

Signature: Jimmy Kevin

Date: 9/30/13

* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

Additional Resources:

<http://www.whitehouse.gov/omb/open>

<http://www.hrsa.gov/grants/ffata.html>

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>

<http://www.grants.gov/>

OMB Circular A-133 Audit Certification Form

Audits of States, Local Governments, and Non-Profit Organizations

Contact Information	
Subrecipient (Sub-Grantee) Name (Agency, Local Government, or Organization):	City of Kent
Authorized Financial Official:	R.J. Nachlinger
Address:	220 4th Ave. S. Kent, WA 98032
Email:	rnachlinger@KentWA.gov
Phone #:	253-856-5260

Purpose: As a pass-through agency of federal grant funds, the Washington Military Department/Emergency Management Division (WMD/EMD) is required by Office of Management and Budget (OMB) Circular A-133 to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and ensure that subrecipients expending \$500,000 or more in federal awards during their fiscal year have met the OMB Circular A-133 Audit Requirements. Your entity is a subrecipient subject to such monitoring by MIL/EMD because it is a non-federal entity that expends federal grant funds received from MIL/EMD as a pass-through entity to carry out a federal program. OMB Circular A-133 can be found at http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf, and it should be consulted when completing this form.

Directions: As required by OMB Circular A-133, non-federal entities that expend \$500,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity is not subject to A-133 requirements, you must complete Section A of this Form. If your entity is required to complete an A-133 Audit, you must complete Section B of this form. When completed, you must sign, date, and return this form with your grant agreement contract and every fiscal year thereafter until the grant agreement contract is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

SECTION A: Entities NOT subject to the audit requirements of OMB Circular A-133

Our entity is not subject to the requirements of OMB Circular A-133 because (check all that apply)

- ☐ We did not expend \$500,000 or more of total federal awards during the fiscal year.
- ☐ We are a for-profit agency.
- ☐ We are exempt for other reasons (describe).

However, by signing below, I agree that we are still subject to the audit requirements, laws and regulations governing the program(s) in which we participate, that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees, and that WMD/EMD may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

SECTION B: Entities that ARE subject to the requirements of OMB Circular A-133

(Complete the information below and check the appropriate box)

- ☒ We completed our last A-133 Audit on [enter date] for Fiscal Year ending [enter date]. There were no findings related to federal awards from WMD/EMD. No follow-up action is required by WMD/EMD as the pass-through entity.

A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either enclosed or available online at:

<http://www.sac.wa.gov/auditreports/auditreportfiles/ar1010592>.

- ☐ We completed our last A-133 Audit on [enter date] for Fiscal Year ending [enter date]. There were findings related to federal awards.

A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either enclosed or available online at:

<http://www.>

- ☐ Our completed A-133 Audit will be available on [enter date] for Fiscal Year ending [enter date]. We will forward a copy of the audit report to you at that time unless it will be available online at:

<http://www.>

I hereby certify that I am an individual authorized by the above identified entity to complete this form. Further, I certify that the above information is true and correct and all relevant material findings contained in audit report/statement have been disclosed. Additionally, I understand this Form is to be submitted every fiscal year for which this entity is a subrecipient of federal grant funds from MIL/EMD until the grant agreement contract is closed.

Signature of Authorized Financial Official: 

Date: 10/1/13

Print Name & Title: R.J. NACHLINGER, FINANCE DIRECTOR

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

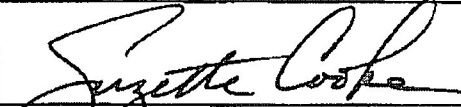
Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION City of Kent - OEM	DATE SUBMITTED
PROJECT DESCRIPTION Emergency Management Performance Grant	CONTRACT NUMBER E14-088

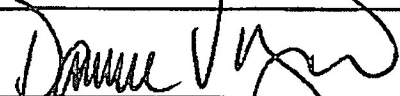
1. AUTHORIZING AUTHORITY

SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Suzette Cooke	Mayor
	Jim Schneider	Fire Chief

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

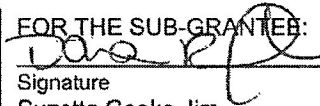
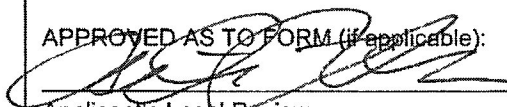
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Suzette Cooke	Mayor
	Jim Schneider	Fire Chief

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Jennifer Keizer	EM Specialist
	Dominic Marzano	Division Chief

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**Washington State Military Department
AMENDMENT**

1. SUB-GRANTEE NAME/ADDRESS: City of Kent - OEM 24611 116th Avenue SE Kent, WA 98030-4939		2. GRANT AGREEMENT NUMBER: E14-088	3. AMENDMENT NUMBER: A
4. SUB-GRANTEE CONTACT, PHONE/EMAIL: Jennifer Keizer, 253-856-4342 jdkeizer@kentwa.gov		5. DEPARTMENT CONTACT, PHONE/EMAIL: Gary Stumph, 253-512-7483 Gary.Stumph@mil.wa.gov	
6. TIN or SSN: 991-6001254	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #: 97.042 EMPG	8. FUNDING SOURCE NAME/AGREEMENT #: EMW-2013-EP-00050-S01	
9. FUNDING AUTHORITY: Washington State Military Department (Department) and Department of Homeland Security (DHS)			
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT: The Sub-grantee requests modifications to the Work Plan, Budget, and Timeline due to the addition of Activity #35, Communications Equipment. Cost savings were realized in exercise, training, and organization and are being reallocated to purchase the equipment for Activity #35. There is no impact to the other approved activities. The Budget has been modified to support the changes. The agreement end date is extended to allow time for the completion of the additional project.			
11. AMENDMENT TERMS AND CONDITIONS: 1. Change the overall agreement end date from August 31, 2014 to September 30, 2014. 2. The overall grant agreement amount of \$108,112 remains unchanged . 3. Replace the original Work Plan, Exhibit C with the Revised Work Plan, Exhibit C, attached. 4. Replace original Timeline, Exhibit D with the Revised Timeline, Exhibit D, attached. 5. Replace the original Budget, Exhibit E with the Revised Budget, Exhibit E, attached.			
This Amendment is incorporated in and made a part of the Grant Agreement. Except as amended herein, all other terms and conditions of the Grant Agreement remain in full force and effect. Any reference in the original Grant Agreement or an Amendment to the "Grant Agreement" shall mean "Grant Agreement as amended". The Department and Sub-grantee acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.			
IN WITNESS WHEREOF, the parties have executed this Amendment:			
FOR THE DEPARTMENT: _____ Signature Date Richard A. Woodruff, Contracts Administrator Washington State Military Department BOILERPLATE APPROVED AS TO FORM Brian E. Buchholz (signature on file) 9/16/2013 Assistant Attorney General		FOR THE SUB-GRANTEE:  Signature Suzette Cooke Mayor 8/27/14 Date  Signature Jim Schneider Fire Chief 8/29/14 Date APPROVED AS TO FORM (if applicable):  Applicant's Legal Review 8/27/14 Date	

Form Date: 10/27/10w/jg

FFY13 Emergency Management Performance Grant
REVISED WORK PLAN

Emergency Management Agency	City of Kent
Required Activities for EMPG eligibility The purpose of EMPG is to assist with the enhancement, sustainment and improvement of state, local, and tribal emergency management programs. Activities conducted using EMPG funding should relate directly to the five elements of emergency management: prevention; protection; response; recovery, and mitigation. Washington State does not require a specific number of activities to receive EMPG funding. However, there are required capabilities that must be conducted in order to remain eligible for EMPG funding, including but not limited to the ability to communicate and warn, educate the public, train and exercise, plan and be NIMS compliant.	

ACTIVITY

#

1	Emergency Management Activity: Participate in NAWAS tests and exercises
	Core Capability Operational Communications Public Information and Warning
	General Plan for 13EMPG: Participate in all scheduled National Warning System (NAWAS) tests and exercises, whether a Primary NAWAS Warning Point, a Secondary Warning Point, or a Tertiary Warning Point. This is the on-going test of the statewide warning fan-out as outlined in the State CEMP and warning annex. All emergency management jurisdictions must be a part of this fan-out.
2	Emergency Management Activity: Participation in scheduled testing between Kent OEM and the State EOC
	Core Capability Operational Communications
	General Plan for 13EMPG: Work with EMD to ensure Comprehensive Emergency Management Network (CEMNET) capability is maintained and participate in scheduled testing between local Emergency Operations Center (EOC) or similar facility and the state EOC.
3	Emergency Management Activity: Update and test ARES & RACES plans
	Core Capability Operational Communications Community Resilience
	General Plan for 13EMPG: Develop and/or update local plans and equipment for use of amateur radio (HAM bands) through the Amateur Radio Emergency Services (ARES) & Radio Amateur Civil Emergency Service (RACES) program and the state RACES / ARES plan.
4	Emergency Management Activity: Notification to State in the event of activation
	Core Capability Operational Communications Intelligence and Information Sharing
	General Plan for 13EMPG: Notify the state EOC immediately upon activation of the Kent ECC. Provide Situation Reports (SITREPS) as needed.

5	Emergency Management Activity: Communications and Warning
	Core Capability Operational Communications Public Information and Warning
	General Plan for 13EMPG: Where possible, work with the Local Area Emergency Alert System (EAS) Committee (LAECC) to complete an EAS plan and the Local Relay Network (LRN) per existing guidance from the FCC, FEMA, and the State Emergency Communications Committee with assistance from the State EMD Telecommunications staff.
6	Emergency Management Activity: NIMS requirements
	Core Capability Planning Operational Coordination
	General Plan for 13EMPG: Be fully compliant with Federal National Incident Management System (NIMS) compliance requirements.
7	Emergency Management Activity: Exercises
	Core Capability Risk Management for Protection Programs & Activities Operational Coordination
	General Plan for 13EMPG: Participate in the design, conduct, and evaluate at least one exercise during the performance period.
8	Emergency Management Activity: CEMP
	Core Capability Planning Threat and Hazard Identification
	General Plan for 13EMPG: Review the Comprehensive Emergency Management Plan (CEMP) and supporting Emergency Support Functions (ESFs). The CEMP to be compliant with both the National Response Framework and National Incident Management System.
9	Emergency Management Activity: Public Education and Training
	Core Capability Community Resilience Public Information and Warning
	General Plan for 13EMPG: Conduct public disaster / emergency preparedness education programs for the citizens and businesses in the community and schools.
10	Emergency Management Activity: City Wide Radios
	Core Capability Operational Communications Situational Assessment
	General Plan for 13EMPG: Conduct a monthly Citywide radio drill on the Kent Citywide Radio System 800MHz radios between the ECC and all designated Department Operating Centers (DOCs)

11	Emergency Management Activity: County Regional Radio Test
	Core Capability Operational Communications Situational Assessment
	General Plan for 13EMPG: Participate in the King County 800MHz radio test monthly.
12	Emergency Management Activity: Public Education and Training
	Core Capability Community Resilience Public and Private Services and Resources
	General Plan for 13EMPG: Conduct a minimum of 2 CERT academies; teach the full 8 week long FEMA Course using the approved curriculum. Accommodate students from the general citizenry in Kent and Fire District 37, the business community in the greater Kent area, and employees from the City of Kent, Covington and Kent Fire Department and Kent/Covington Schools. To include continuing education classes for past CERT graduates. To improve and refresh the skills of CERT graduates, keeping their skills current improve their ability to respond to support their community and first responders at time of a disaster.
13	Emergency Management Activity: Web and Social Media
	Core Capability Public Information and Warning Community Resilience
	General Plan for 13EMPG: Utilize the city webpage as a resource for outreach and information to the local, regional, and business communities. Work with Kent RFA Administration to manage the website for Kent Fire - RFA / and Kent OEM. Utilize existing social media channels to communicate with the community.
14	Emergency Management Activity: Community Event Participation
	Core Capability Community Resilience Risk Management for Protection Programs & Activities
	General Plan for 13EMPG: Set up and staff visual public display booths for large citywide events including Cornucopia Days, Covington Days and National Night Out. Distribute preparedness information and flyers.
15	Emergency Management Activity: LEPC
	Core Capability Planning Public and Private Services and Resources
	General Plan for 13EMPG: Continue activities as the Kent Local Emergency Planning Committee (LEPC). Act as LEPC representative to the King County EMAC.
16	Emergency Management Activity: Citizen Corps Council
	Core Capability Planning Community Resilience

	General Plan for 13EMPG: Continue participation in the Region 6 Homeland Security Council and the King County Citizen Corps Council. Continue implementing the Region 6 Homeland Security Strategic Plan and funding distribution plans.
17	Emergency Management Activity: HAZMAT
	Core Capability Planning Operational Coordination
	General Plan for 13EMPG: Continue participation in the King County Region Hazmat Providers Group.
18	Emergency Management Activity: Mass Care
	Core Capability Mass Care Services Planning
	General Plan for 13EMPG: Continue participation in the KC Mass Care Workgroup bi-monthly meetings and participation in seminars and exercises.
19	Emergency Management Activity: Catastrophic Planning
	Core Capability Planning
	General Plan for 13EMPG: Continue participation in the Regional Catastrophic Planning Group meetings.
20	Emergency Management Activity: Kent EPC
	Core Capability Planning Operational Coordination
	General Plan for 13EMPG: Conduct City Emergency Planning Committee (EPC) meetings to address all five phases of emergency management within the City of Kent and Kent Fire Dept. Members are representatives of individual departments and the meeting activities incorporate training, ECC/DOC interface, and planning elements.
21	Emergency Management Activity: COOP Plans
	Core Capability Planning Risk Management for Protection Programs & Activities
	General Plan for 13EMPG: Continue to coordinate COOP plan development for all city departments, review draft plans and assist with standardization for essential functions
22	Emergency Management Activity: Zone Coordination
	Core Capability Planning Operational Coordination
	General Plan for 13EMPG:

	Meet with South King County geographic Zone 3 Emergency Management Directors to collaborate on common interest issues involving emergency management in Zone 3 and regional coordination with King County, Zone 1 and Zone 5.
23	Emergency Management Activity: CRS Review
	Core Capability Threat and Hazard Identification Risk and Disaster Resilience Assessment
	General Plan for 13EMPG: Review the requirements for the FEMA Community Rating System (CRS) including any impact analysis reports and CRS activities. Coordinate activities with Public Works to determine activities necessary and achievable to reduce insurance premiums.
24	Emergency Management Activity: ECC Enhancements
	Core Capability Planning Operational Coordination
	General Plan for 13EMPG: Continue to identify enhancements for Kent OEM ECC functionality and capability.
25	Emergency Management Activity: ECC Testing
	Core Capability Operational Coordination Operational Communications
	General Plan for 13EMPG: Continue to conduct monthly ECC in service days to test systems on a rotating basis. All systems such as electronics, displays, forms, and other material required for activation are checked and tested.
26	Emergency Management Activity: Professional Development
	Core Capability Planning Operational Coordination
	General Plan for 13EMPG: Research and send staff to available training activities, conferences, or professional development courses or meetings to enhance personnel professionalism in emergency management.
27	Emergency Management Activity: Amateur Radio Team Support
	Core Capability Operational Communications Operational Coordination
	General Plan for 13EMPG: Kent Communication Support Team (KCST) to hold drills on each 5th Saturday and participate in other trainings as needed.
28	Emergency Management Activity: Community Warning System
	Core Capability Public Information and Warning Community Resilience
	General Plan for 13EMPG: Maintain and update the reverse 911 community alert systems (CodeRed) for Kent.

29	Emergency Management Activity: Tier II Reporting
	Core Capability Threat and Hazard Identification Planning
	General Plan for 13EMPG: Receive, Review, and Document Tier II's from HazMat facilities.
30	Emergency Management Activity: Volunteer Management
	Core Capability Community Resilience Public and Private Services and Resources
	General Plan for 13EMPG: Develop and train a volunteer team to support multiple functions within the ECC and/or Disaster Preparedness/Recovery.
31	Emergency Management Activity: Annual Statewide Exercise
	Core Capability Community Resilience Planning
	General Plan for 13EMPG: Participate in the Great ShakeOut 2013 Exercise.
32	Emergency Management Activity: Windshield Survey
	Core Capability Situational Assessment Operational Coordination
	General Plan for 13EMPG: Ongoing development and enhancement of the Citywide All Discipline windshield survey program.
33	Emergency Management Activity: Credentialing
	Core Capability Access Control On-scene Security and Protection
	General Plan for 13EMPG: Enhance existing credentialing program.
34	Emergency Management Activity: Regional Hazard Mitigation Plan
	Core Capability Long-term Vulnerability Reduction Planning
	General Plan for 13EMPG: Participate in the King County Regional Hazard Mitigation planning.
35	Emergency Management Activity: Kent Communication Support Team Emergency Communications equipment
	Core Capability Operational Communications Critical Transportation
	General Plan for 13EMPG:

Equipment for Kent Communication Support team such as Radio's, Antennas, and Kits as well as equipment for cargo van for Kent Communication Support Team. Equipment will be used for emergency communications and will serve as a mobile cache of emergency communications gear. The portable kits will be used to deploy radio antennas as needed during communications outages

MILESTONE TIMELINE**FFY13 Emergency Management Performance Grant Program**

MILESTONE	TASK
June 1, 2013	Start of Grant Agreement performance period.
January 31, 2014	Submit reimbursement request #1 (June 1 – December 31, 2013)
April 30, 2014	Submit reimbursement request #2 (January 1 – March 31, 2014)
September 30, 2014	End of grant performance period.
October 15, 2014	Submit final reimbursement request (April 1 – August 31, 2014), additional reports, and/or deliverables.

REVISED BUDGET SHEET
FFY13 Emergency Management Performance Grant Program

13EMPG GRANT AWARD AMOUNT \$ 108,112.00

Additional Funds

Amended 13EMPG GRANT AWARD AMOUNT \$ 108,112.00

SOLUTION AREA	BUDGET CATEGORY	Original Amount	Modification	Amended Amount	Narrative
PLANNING	Goods & Services	\$ 6,000	\$ (4,000)	\$ 2,000	Planning, printing, software for Hazmat, COOP and LEPC planning.
	Travel/Per Diem	\$ -	\$ -	\$ -	
	Indirect	\$ -	\$ -	\$ -	
	Subtotal	\$ 6,000	\$ (4,000)	\$ 2,000	
ORG	Goods & Services	\$ 36,500.00	\$ (22,888)	\$ 13,612	EM Office Supplies, materials, support for day to day operations, IT, copier lease, phones, uniforms
	Subtotal	\$ 36,500	\$ (22,888)	\$ 13,612	
EQUIP	Equipment	\$ 36,000.00	\$ 50,000	\$ 86,000	Tools / Minor Equipment & Furniture for OEM Office, ECC, DOC's & Amateur Radio Group radios/antennas/for vehicle and office
	Indirect	\$ -	\$ -	\$ -	
	Subtotal	\$ 36,000	\$ 50,000	\$ 86,000	
TRAINING	Consultants/Contractors	\$ -	\$ -	\$ -	
	Goods & Services	\$ 4,000	\$ (3,500)	\$ 500	Supplies, Materials, Instructional Support for OEM Trainings
	Travel/Per Diem	\$ 20,000	\$ (14,000)	\$ 6,000	Travel/Conferences/Registration/Per Diem/Training. Examples are WSEMA, IAEM, EMI, PIEP, & LEPC
	Indirect	\$ -	\$ -	\$ -	
	Subtotal	\$ 24,000	\$ (17,500)	\$ 6,500	
EXERCISE	Salaries & Benefits	\$ -	\$ -	\$ -	
	Goods & Services	\$ 5,612	\$ (5,612)	\$ -	Supplies, Materials, Instructional Support for OEM exercises.
	Travel/Per Diem	\$ -	\$ -	\$ -	
	Indirect	\$ -	\$ -	\$ -	
	Subtotal	\$ 5,612	\$ (5,612)	\$ -	
TOTAL Grant Agreement Contract					
AMOUNT:		\$ 108,112	\$ -	\$ 108,112	

- City of Kent will provide a match of \$96,967 50% of the total project cost (local/tribal budget plus EMPG award), of non-federal origin.
- Cumulative changes to budget categories in excess of 10% of the grant agreement award will not be reimbursed without prior written authorization from the Department.
- This award will not be used to supplant the local/tribal funds.
- The Department's Reimbursement Spreadsheet will accompany each reimbursement request submitted.
- The Sub-grantee agrees to make all records available to Military Department staff, upon request.

Funding Source: U.S. Department of Homeland Security - PI# 733PT – EMPG

EXHIBIT B

INTERLOCAL AGREEMENT

**Grant Agreement
EMPG Grant Agreement Number E15-135**

**Washington State Military Department
HOMELAND SECURITY GRANT AGREEMENT FACE SHEET**

1. Sub-grantee Name and Address: City of Kent - OEM 24811 118th Avenue SE Kent, WA 98030-4939		2. Grant Agreement Amount: \$93,625		3. Grant Agreement Number: E15-135	
4. Sub-grantee Contact, phone/email: Jennifer Kelzer, 253-856-4342 JDKelzer@ci.kent.wa.us		5. Grant Agreement Start Date: June 1, 2014		6. Grant Agreement End Date: August 31, 2015	
7. Department Program Manager, phone/email: Kristin Ramos, (253) 612-7083 kristin.ramos@ml.mil.wa.gov		8. Data Universal Numbering System (DUNS): 020253613		9. UBI # (state revenue): 173-000-002	
10. Funding Authority: Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS)					
11. Funding Source Agreement #: EMW-2014-EP-00033-S01		12. Program Index # & OBJ/SUB-OJ 743PT NZ		13. CFDA# & Title: 97.042 EMPG (14)	
14. TIN: 91-6001254		15. Service Districts: (BY LEGISLATIVE DISTRICT): 33, 47 (BY CONGRESSIONAL DISTRICT): 8, 9, 11			
16. Service Area by County(ies): King		17. Women/Minority-Owned, State Certified?: ☒ YES ☐ NO ☐ YES, OMWBE # _____			
18. Agreement Classification ☐ Personal Services ☐ Client Services ☒ Public/Local Gov't ☐ Collaborative Research ☐ AVE ☐ Other _____		19. Contract Type (check all that apply): ☐ Contract ☒ Grant ☒ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency			
20. Sub-Grantee Selection Process: ☒ "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW. ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐ NO		21. Sub-Grantee Type (check all that apply): ☐ Private Organization/Individual ☐ For-Profit ☒ Public Organization/Jurisdiction ☐ Non-Profit ☐ VENDOR ☒ SUBRECIPIENT ☐ OTHER			
22. PURPOSE: Provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Emergency Management Performance Grant (EMPG) funds to local jurisdictions and tribes with emergency management programs to sustain and enhance those programs as described in the Work Plan.					
IN WITNESS WHEREOF, the Department and Sub-Grantee acknowledge and accept the terms of this Grant Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Grant Agreement as of the date and year written below. This Grant Agreement Face Sheet, Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Work Plan (Exhibit C); Milestone Timeline (Exhibit D); Budget (Exhibit E); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Grant Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.					
In the event of an inconsistency in this Grant Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1. Applicable Federal and State Statutes and Regulations 2. Work Plan 3. Special Terms and Conditions 4. General Terms and Conditions, and, 5. Other provisions of the grant agreement incorporated by reference.					
WHEREAS, the parties hereto have executed this Grant Agreement on the day and year last specified below.					
FOR THE DEPARTMENT: Signature _____ Richard A. Woodruff, Contracts Administrator Washington State Military Department			FOR THE APPLICANT: Signature _____ Suzette Cooke, Mayor Date 11/19/2014 Signature _____ Jim Schneider, Fire Chief Date 11/19/2014		
BOILERPLATE APPROVED AS TO FORM: Brian E. Buchholz (signature on file) 8-27-2014 Assistant Attorney General					
APPROVED AS TO FORM (if applicable): Applicant's Legal Review _____ Date _____					

Form 10/27/00 kdb

SPECIAL TERMS AND CONDITIONS**ARTICLE I. KEY PERSONNEL**

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

SUB-GRANTEE		MILITARY DEPARTMENT	
Name	Jim Schneider	Name	Gary Stumph
Title	Fire Chief	Title	Program Coordinator
E-Mail	jschneider@kentwa.gov	E-Mail	gary.stumph@mil.wa.gov
Phone	253-856-4311	Phone	253-512-7483
Name	Jennifer Keizer	Name	Kristin Ramos
Title	EM Specialist	Title	Program Manager
E-Mail	JDKeizer@ci.kent.wa.us	E-Mail	kristin.ramos@mil.wa.gov
Phone	253-856-4342	Phone	253-512-7083
Name	Dominic Marzano	Name	Dalton.gamboa@mil.wa.gov
Title	Division Chief	Title	Program Assistant
E-Mail	dmarzano@kentwa.gov	E-Mail	Dalton.gamboa@mil.wa.gov
Phone	253-856-4316	Phone	253-512-7044

ARTICLE II. ADMINISTRATIVE, FINANCIAL, AND PROGRAMMATIC REQUIREMENTS

The Sub-grantee shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by FEMA applicable to the FY 2014 EMPG Program, including, but not limited to, all criteria, restrictions and requirements of the "Department of Homeland Security Funding Opportunity Announcement FY 2014 Emergency Management Performance Grant" document published by FEMA, the DHS Award Announcement Letter for Grant No. EMW-2014-00033, and the federal regulations commonly applicable to DHS/FEMA grants, which are incorporated herein by reference.

The Sub-grantee acknowledges that since this Agreement involves federal funding, the period of performance described herein will likely begin prior to the availability of appropriated federal funds. The Sub-grantee agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds.

The Sub-grantee agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement or any type of payment if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:

The following requirements, which must be met prior to reimbursement, apply to all DHS/FEMA Preparedness Grants administered by the Department.

1. REIMBURSEMENT & BUDGET REQUIREMENTS

- a. This is a fixed price, reimbursement Grant Agreement. Within the total Agreement amount, travel, sub-contracts, salaries and wages, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.

- b. Any travel or subsistence reimbursement allowed under the Agreement shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, but shall not exceed federal maximum rates set forth at <http://www.gsa.gov> without prior written approval by Department key personnel.
- c. Receipts and/or backup documentation for any approved budget line items that are authorized under this Agreement must be maintained by the Sub-grantee and be made available upon request by the Department, and local, state, or federal auditors.
- d. The Sub-grantee will submit reimbursement requests to the Department by submitting a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to HLS.Reimbursements@mil.wa.gov no later than the due dates listed within the Milestone Timeline (Exhibit D), but not more frequently than monthly.
- e. Any request for extension of a due date will be treated as a request for Amendment of the Agreement and must be submitted to the Department's Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration, and can be granted or denied within the Department's sole discretion.
- f. All work under this Agreement must end on or before the Agreement End Date, and the final reimbursement request must be submitted to the Department within 45 days after the Agreement End Date, except as otherwise authorized by written amendment of the Agreement unless written approval is issued from the Department as permitted by amendment.
- g. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Agreement Amount.
- h. No equipment or supply costs will be reimbursed until the related equipment/supplies have been received by the Sub-grantee and invoiced by the vendor.
- i. Requests for reimbursement of equipment purchases must include a copy of the vendor's invoice and packing slip or a statement signed and dated by the Sub-grantee's authorized representative that states "all items invoiced have been received in good working order, are operational, and have been inventoried according to contract and local procurement requirements".
- j. Failure to timely submit complete reports and reimbursement requests as required by this Agreement (including but not limited to those reports in the Milestone Timeline) will prohibit the Sub-grantee from being reimbursed until such complete reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment if the Sub-grantee is not current with all reporting requirements contained in this Agreement.
- l. Cumulative changes to budget categories in excess of 10% of the Agreement amount will not be reimbursed without prior written

authorization from the Department. In no case shall the total budget amount exceed the Agreement amount. Budget categories are as specified or defined on the Budget Sheet Exhibit E of the Agreement. Any changes to budget categories other than in compliance with this paragraph will not be reimbursed.

- m. The Sub-grantee is to ensure that Federal funds received under this Agreement do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. The EMPG Program prohibits supplanting, and the Sub-grantee may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

2. REPORTING REQUIREMENTS

- a. The Sub-grantee shall submit with each reimbursement request a report describing completed Work Plan activities for which reimbursement is sought in the format provided by the Department.
- b. In conjunction with the next annual grant cycle application process, the Sub-grantee shall submit to the Department's Key Personnel a final report describing all completed activities under this Agreement and new activities for which grant funding will be sought in the upcoming grant cycle's Work Plan. If a Sub-grantee will not be applying for grant funding during the next annual grant cycle application process, the Sub-grantee will submit a final report with its final reimbursement request to the Department detailing progress on all activities listed in the Work Plan.
- c. In conjunction with the final report, the Sub-grantee shall submit a separate report detailing how the EMPG Exercise and Training requirements were met for all personnel funded in any part through any source of funding under this Agreement.
- d. The Sub-grantee shall also comply with the **Federal Funding Accountability and Transparency Act (FFATA)** and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department Attachment #1 attached to and made a part of this Agreement.
- e. The Sub-grantee shall participate in the State's annual capabilities assessment for the State Preparedness Report.

3. EQUIPMENT MANAGEMENT

All equipment purchased under this Agreement, by the Sub-grantee or a contractor, will be recorded and maintained in the Sub-grantee's equipment inventory system.

- a. Allowable equipment categories for the FY 2014 EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) located at the DHS Lessons Learned Information Sharing Responder Knowledge Base Home Page sponsored by FEMA at <http://www.llis.dhs.gov/knowledgebase>. Reimbursement will only be provided for purchases of the following equipment: (1) equipment identified on the AEL as applicable to the EMPG program for which the Sub-grantee has received written approval from the Department Key Personnel prior to purchase and, (2) equipment not identified on the AEL as allowable under the EMPG Program for which the Sub-grantee has

received written approval from FEMA through the Department Key Personnel prior to purchase. Sub-grantees must contact the Department Key Personnel for assistance in seeking FEMA approval for purchase of equipment not on the AEL. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or FEMA adopted standards to be eligible for purchase using EMPG Program funds. No reimbursement will be provided unless the appropriate prior written approval has been provided.

- b. Upon successful completion of the terms of this Agreement, all equipment purchased through this Agreement will be owned by the Sub-grantee, or a recognized sub-recipient for which a contract, sub-Grant Agreement, or other means of legal transfer of ownership is in place.
- c. The Sub-grantee, or a recognized sub-recipient/sub-contractor, shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment including all questions of liability. The Sub-grantee shall develop appropriate maintenance schedules and procedures to ensure the equipment is well maintained and kept in good operating condition.
- d. The Sub-grantee shall maintain equipment records that include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Catalogue of Federal Domestic Assistance (CFDA) number; who holds the title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.
- e. Records for equipment shall be retained by the Sub-grantee for a period of six years **from the date of the disposition, replacement, or transfer**. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the Sub-grantee until all litigation, claims, or audit findings involving the records have been resolved.
- f. The Sub-grantee shall take a physical inventory of the equipment and reconcile the results with the property records **at least once every two years**. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Sub-grantee to determine the cause of the difference. The Sub-grantee shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- g. The Sub-grantee shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated and a report generated and sent to the Department.
- h. If the Sub-grantee is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return.
- i. When original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

- i. Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the Sub-grantee with no further obligation to the awarding agency.
- ii. Items of equipment with a current per-unit fair market value of more than \$5,000 may be retained or sold and the Sub-grantee shall compensate the Federal-sponsoring agency for its share.
- j. As a recipient of federal funds, the Sub-grantee must pass on equipment management requirements that meet or exceed the requirements outlined above for all sub-contractors, consultants, and sub-recipients who receive pass-through funding from this Agreement.
- k. The Sub-grantee must obtain and maintain all necessary certifications and licenses for the equipment. Sub-grantees are solely responsible for ensuring equipment eligibility.

4. ENVIRONMENTAL AND HISTORICAL PRESERVATION

The Sub-grantee shall ensure full compliance with FEMA's Environmental Planning and Historic Preservation (EHP) Program.

- a. Sub-grantees proposing projects that have the potential to impact the environment, **including but not limited to** construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, **must** participate in the FEMA EHP review process.
- b. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- c. The Sub-grantee agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed before** funds are released to carry out the proposed project.

5. PROCUREMENT

The Sub-grantee shall comply with all procurement requirements of 44 CFR Part 13.36, Procurement and as specified in the General Terms and Conditions, Exhibit B, A.28. All sole source contracts expected to exceed \$100,000 must be submitted to the Department for review and approval prior to the Sub-grantee's award and execution of a contract. This requirement must be passed on to all of the Sub-grantee's sub-contractors, at which point the Sub-grantee will be responsible for reviewing and approving their sub-contractors' sole source justifications.

6. SUB-GRANTEE MONITORING

- a. The Department will monitor the activities of the Sub-grantee from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
- b. To document compliance with OMB Circular A-133 requirements, the Sub-grantee shall complete and return to the Department Attachment #2 "OMB Circular A-133 Audit Certification Form" with the signed Agreement

and each fiscal year thereafter until the Agreement is closed, upon which the completed form is incorporated in and made a part of this Agreement.

- c. Monitoring activities may include, but are not limited to:
 - i. review of performance reports;
 - ii. monitoring and documenting the completion of Agreement deliverables;
 - iii. documentation of phone calls, meetings, e-mails and correspondence;
 - iv. review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget and federal requirements;
 - v. observation and documentation of Agreement related activities, such as exercises, training, funded events and equipment demonstrations;
 - vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Sub-grantee is required to meet or exceed the monitoring activities, as outlined above, for all sub-contractors, consultants, and sub-recipients who receive pass-through funding from this Agreement.

7. NIMS COMPLIANCE

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain and deliver the core capabilities needed to achieve a secure and resilient nation.
- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive (PPD)-8, to guide activities within the public and private sector and describes the planning, organizing, equipping, training and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. The Sub-grantee agrees that in order to receive Federal Fiscal Year 2014 (FFY14) federal preparedness funding, to include EMPG, NIMS compliance requirements for 2014 must be met.

B. EMPG PROGRAM SPECIFIC REQUIREMENTS

- 1. The Department receives EMPG Program funding from the DHS/FEMA, which is provided to assist state, local and tribal governments enhance and sustain all-hazards emergency management capabilities as authorized by Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121 et seq.) and Section 662 of the Post Katrina Emergency Management Act (6 U.S.C. § 762).
- 2. The Sub-grantee shall comply with all applicable federal laws, regulations and guidance referenced in the "Department of Homeland Security Funding Opportunity Announcement FY 2014 Emergency Management Performance Grant" document published by FEMA, which can be found at <http://www.fema.gov/preparedness-non-disaster-grants> and are hereby incorporated in and made a part of this Agreement.
- 3. A portion of the FFY14 EMPG grant was identified by the state to be passed through to local jurisdictions and tribes with emergency management programs

to supplement their local/tribal operating budgets to help sustain and enhance emergency management capabilities under WAC 118-09.

4. The Sub-grantee shall use the EMPG funds authorized under this Agreement only to perform tasks as described in the Work Plan of the Sub-grantee's application for funding, as approved by the Department and incorporated into this Agreement. Funding may not be used to replace or supplant existing local or tribal government funding of emergency management programs.
5. The Sub-grantee shall provide a fifty percent match of **\$93,525** of non-federal origin. To meet matching requirements, the Sub-grantee cash matching contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations, including but not limited to 2 CFR Part 225, 2 CFR Part 215.23, and 44 CFR Part 13.24. An appropriate mechanism must be in place to capture, track, and document match.
6. Exercises that are implemented with EMPG Program funds under this Agreement must meet the requirements of the FFY14 EMPG Program. All personnel funded in any part through any source of funding under this Agreement shall participate in no less than three exercises in a 12-month period.
7. All personnel funded in any part through any source of funding under this Agreement shall complete the following training requirements and record proof of completion: NIMS Training IS 100, IS 200, IS 700, and IS 800 and the FEMA Professional Development Series IS 120, IS 230, IS 235, IS 240, IS 241, IS 242, and IS 244.

C. DHS FFY14 EMPG TERMS AND CONDITIONS

As a recipient of EMPG Program funding, the Sub-grantee shall comply with all applicable DHS terms and conditions of the FFY14 EMPG Award Letter documents for DHS Grant No. EMW-2014-EP-00033, which are incorporated herein by reference, including but not limited to the following:

1. *Administrative Requirements* – The administrative requirements that apply to DHS award recipients originate from two sources:
 - a. Office of Management and Budget (OMB) Circular A-102, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* (also known as the "A-102 Common Rule"). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.
 - b. *OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.*
2. *Cost Principles* – The cost principles that apply to DHS award recipients originate from one of the following sources:
 - a. OMB Circular A-21, *Cost Principles for Educational Institutions*, relocated to 2 CFR Part 220.
 - b. OMB Circular A-87, *Cost Principles for State, Local, and Indian Tribal Governments*, relocated to 2 CFR Part 225.
 - c. OMB Circular A-122, *Cost Principles for Non-Profit Organizations*, relocated to 2 CFR Part 230.
3. *Audit Requirements* – The audit requirements for State, Local and Tribal recipients of DHS awards originate from OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*.
4. *Acknowledgement of Federal Funding from DHS* -- The Sub-grantee must acknowledge its use of Federal funding when issuing statements, press releases,

- requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
5. *Activities Conducted Abroad* -- The Sub-grantee must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
 6. *Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.)* – The Sub-grantee must comply with the Act, which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
 7. *Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101-12213)* – The Sub-grantee must comply with the requirements of Titles I, II, and III of the Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
 8. *Best Practices for Collection and Use of Personally Identifiable Information (PII)* – If a Sub-grantee collects PII, it is required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. The *DHS Privacy Impact Assessments* is available as a resource on this requirement at: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.
 9. *Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7* – The Sub-grantee must comply with the requirements of the Act, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 10. *Civil Rights Act of 1968* – The Sub-grantee must comply with the Act, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).
 11. *Copyright* – The Sub-grantee must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).
 12. *Debarment and Suspension* – The Sub-grantee must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

13. *Drug-Free Workplace Regulations* – The Sub-grantee must comply with the *Drug-Free Workplace Act of 1988* (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.
14. *Duplication of Benefits* – The Sub-grantee must comply with 2 CFR Part 225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.
15. *False Claims Act and Program Fraud Civil Remedies* – The Sub-grantee must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.
16. *Federal Debt Status* – The Sub-grantee is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.
17. *Fly America Act of 1974* – The Sub-grantee must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.
18. *Hotel and Motel Fire Safety Act of 1990* – In accordance with Section 6 of the Act (15 U.S.C. § 2225(a)), the Sub-grantee must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, 15 U.S.C. § 2225.
19. *Limited English Proficiency (Civil Rights Act of 1964, Title VI)* – The Sub-grantee must comply with the Act's prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS

Recipient Guidance <http://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

20. *Lobbying Prohibitions* – The Sub-grantee must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.
21. *Non-supplanting Requirement* – The Sub-grantee must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.
22. *SAFECOM* – If the Sub-grantee is awarded funds to provide emergency communication equipment and related activities, the Sub-grantee must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications (http://www.safecomprogram.gov/ecg/2014.safecom_guidance_final.pdf).
23. *Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)* – The Sub-grantee must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.
24. *Trafficking Victims Protection Act of 2000* – The Sub-grantee must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, the Agreement shall be terminated, without penalty, if the Sub-grantee:

 - a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procures a commercial sex act during the period of time that the award is in effect; or
 - c. Uses forced labor in the performance of the award or subawards under the award.
25. *Rehabilitation Act of 1973* – The Sub-grantee must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

26. *USA Patriot Act of 2001* – The Sub-grantee must comply with the requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.
27. *Use of DHS Seal, Logo, and Flags* – The Sub-grantee must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
28. *DHS Specific Acknowledgements and Assurances* – The Sub-grantee acknowledges and agrees, and will require any sub-recipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff:
 - a. Cooperate with any compliance review or complaint investigation conducted by DHS.
 - b. Give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance
 - c. Submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate back-up documentation to support the reports.
 - d. Comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed program guidance.
 - e. If, during the past three years, the Sub-grantee has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
 - f. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the Sub-grantee, or the Sub-grantee settles a case or matter alleging such discrimination, the Sub-grantee must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

**Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Grant Agreement, the following terms will have the meaning set forth below:

- a. **"Department"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department.
- b. **"Sub-grantee"** means the government or other eligible legal entity to which a sub-grant is awarded and which is accountable to the Grantee for the use of the funds provided under this Grant Agreement, and includes all employees of the Sub-grantee and any sub-contractor retained by the Sub-grantee as permitted under the terms of this Grant Agreement. The term "Sub-grantee" and "Contractor" may be used interchangeably in this Agreement.
- c. **"Sub-grantee Agent"** means the official representative and alternate designated or appointed by the Sub-grantee in writing and authorized to make decisions on behalf of the Sub-grantee.
- d. **"Grantee"** means the government to which a grant is awarded and which is accountable for the use of the funds provided. The Grantee is an entire legal entity even if only a particular component of the entity is designated in the grant award document. For the purpose of this Grant Agreement, the state of Washington is the Grantee. The Grantee and the DEPARTMENT are one and the same.
- e. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, authorities and policies.
- f. **"Investment Justification"** means grant application investment justification submitted by the sub-grantee describing the project for which federal funding is sought and provided under this Grant Agreement. Such grant application investment justification is hereby incorporated into this Grant Agreement by reference.
- g. **"PL"** – is defined and used herein to mean the Public Law.
- h. **"CFR"** – is defined and used herein to mean the Code of Federal Regulations.
- i. **"OMB"** – is defined and used herein to mean the Office of Management and Budget.
- j. **"WAC"** – is defined and used herein to mean the Washington Administrative Code.
- k. **"RCW"** – is defined and used herein to mean the Revised Code of Washington.

A.2 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities, as subrecipients of a federal award, that expend **\$500,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with the Office of Management and Budget (OMB) Circular A-133-Audits of States, Local Governments, and Non-Profit Organizations (amended June 27, 2003, effective for fiscal years ending after December 31, 2003, and further amended June 26, 2007). Non-federal entities that spend less than **\$500,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in Circular A-133. As defined in Circular A-133, the term "non-federal entity" means a State, local government, or non-profit organization, and the term "State" includes Indian tribes. Circular A-133 is available on the OMB Home Page at <http://www.omb.gov>.

SUB-GRANTEES that qualify as subrecipients required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General and the OMB Compliance

Supplement. The SUB-GRANTEE has the responsibility of notifying its auditor and requesting an audit in compliance with Circular A-133, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by Circular A-133.

The SUB-GRANTEE shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records.

The SUB-GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The SUB-GRANTEE must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the SUB-GRANTEE all disallowed costs resulting from the audit.

Once the single audit has been completed, the SUB-GRANTEE must send a full copy of the audit to the DEPARTMENT and a letter stating there were no findings, or if there were findings, the letter should provide a list of the findings. The SUB-GRANTEE must send the audit and the letter no later than nine (9) months after the end of the SUB-GRANTEE's fiscal year(s) to:

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

In addition to sending a copy of the audit, the SUB-GRANTEE must include a corrective action plan for any audit findings and a copy of the management letter if one was received.

If SUB-GRANTEE claims it is exempt from the audit requirements of Circular A-133, SUB-GRANTEE must send a letter identifying this Grant Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the SUB-GRANTEE fiscal year(s) to:

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

The DEPARTMENT retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The SUB-GRANTEE shall include the above audit requirements in any sub-contracts.

Conducting a single or program-specific audit in compliance with Circular A-133 is a material requirement of this Grant Agreement. In the absence of a valid claim of exemption from the audit requirements of Circular A-133, the SUB-GRANTEES failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with Circular A-133; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.3 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. SUB-GRANTEE shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.4 AMENDMENTS AND MODIFICATIONS

The SUB-GRANTEE or the DEPARTMENT may request, in writing, an amendment or modification of this Grant Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the DEPARTMENT and the SUB-GRANTEE. No other understandings or agreements, written or oral, shall be binding on the parties.

A.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The SUB-GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.6 ASSURANCES

DEPARTMENT and SUB-GRANTEE agree that all activity pursuant to this Grant Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Grant Agreement, the SUB-GRANTEE certifies that the SUB-GRANTEE is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Grant Agreement by any federal department or agency.

If requested by the DEPARTMENT, the SUB-GRANTEE shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the SUB-GRANTEE for this Grant Agreement shall be incorporated into this Grant Agreement by reference.

Further, the SUB-GRANTEE agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The SUB-GRANTEE certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUB-GRANTEE may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The SUB-GRANTEE also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/>). The SUB-GRANTEE also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' Debarred Vendor List (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 10 CFR Part 601, the Sub-grantee hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Sub-grantee to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Grant Agreement, grant, loan, or cooperative agreement, the Sub-grantee will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Sub-grantee will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.9 CONFLICT OF INTEREST

No officer or employee of the DEPARTMENT; no member, officer, or employee of the SUB-GRANTEE or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the SUB-GRANTEE who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Grant Agreement.

The SUB-GRANTEE shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

A.10 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The SUB-GRANTEE and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of the SUB-GRANTEE's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the DEPARTMENT may rescind, cancel, or terminate the Grant Agreement in whole or in part in its sole discretion. The SUB-GRANTEE is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order, OMB Circular or policy.

A.11 DISCLOSURE

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

A.12 DISPUTES

Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the Department, a representative appointed by the Contractor and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Grant Agreement.

To the extent allowed by law, the SUB-GRANTEE, its successors or assigns, will protect, save and hold harmless the DEPARTMENT, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the SUB-GRANTEE, its sub-contractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Grant Agreement.

To the extent allowed by law, the SUB-GRANTEE further agrees to defend the DEPARTMENT and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Grant Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the DEPARTMENT; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the DEPARTMENT, and (2) the SUB-GRANTEE, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SUB-GRANTEE, or SUB-GRANTEE's agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the DEPARTMENT's Authorized Signature and the Authorized Signature of the assigned SUB-GRANTEE Agent or Alternate for the SUB-GRANTEE Agent, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant Agreement. Any alteration, amendment, modification, or waiver

of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives.

Further, only the Authorized Signature representative or Alternate for the SUB-GRANTEE shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the DEPARTMENT may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the SUB-GRANTEE an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Grant Agreement, nor any claim arising under this Grant Agreement, shall be transferred or assigned by the SUB-GRANTEE.

A.17 NONDISCRIMINATION

The SUB-GRANTEE shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Grant Agreement.

A.18 NOTICES

The SUB-GRANTEE shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The SUB-GRANTEE represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the SUB-GRANTEE's performance under this Grant Agreement. To the extent allowed by law, the SUB-GRANTEE further agrees to indemnify and hold harmless the DEPARTMENT and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the DEPARTMENT, as a result of the failure of the SUB-GRANTEE to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Grant Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUB-GRANTEE. The SUB-GRANTEE shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and the state of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Grant Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY

The SUB-GRANTEE agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Grant Agreement wherein the DEPARTMENT's name is mentioned or language used from which the connection of the DEPARTMENT's name may, in the DEPARTMENT's judgment, be inferred or implied. The SUB-GRANTEE agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUB-GRANTEE may copyright original work it develops in the course of or under this Grant Agreement; however, pursuant to 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Grant Agreement shall include an acknowledgement of FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION

In the event the SUB-GRANTEE fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws and/or the provisions of the Grant Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Grant Agreement termination. Repayment by the SUB-GRANTEE of funds under this recapture provision shall occur within 30 days of demand. In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs thereof, including attorney fees.

A.25 RECORDS

- a. The SUB-GRANTEE agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUB-GRANTEE's contracts, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Grant Agreement (the "records").
- b. The SUB-GRANTEE's records related to this Grant Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the SUB-GRANTEE with the terms of this Grant Agreement and to determine the appropriate level of funding to be paid under the Grant Agreement.
- c. The records shall be made available by the SUB-GRANTEE for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUB-GRANTEE's normal working day.

- d. The SUB-GRANTEE shall retain and allow access to all records related to this Grant Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Grant Agreement.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the DEPARTMENT undertakes to assist the SUB-GRANTEE with the project/statement of work/work plan (project) by providing grant funds pursuant to this Grant Agreement, the project itself remains the sole responsibility of the SUB-GRANTEE. The DEPARTMENT undertakes no responsibility to the SUB-GRANTEE, or to any third party, other than as is expressly set out in this Grant Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the SUB-GRANTEE, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the SUB-GRANTEE shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The SUB-GRANTEE shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the SUB-GRANTEE in connection with the project. The SUB-GRANTEE shall not look to the DEPARTMENT, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Grant Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Grant Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Grant Agreement are declared severable.

A.28 SUB-CONTRACTING

The SUB-GRANTEE shall use a competitive procurement process in the award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, or with OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable to the SUB-GRANTEE.

Sub-Grantees must comply with the following provisions regarding procurement, and all Sub-Grantee contracts with sub-contractors or sub-recipients must contain the following provisions regarding procurement, per 44 CFR Part 13.36(i):

1. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (All contracts more than the simplified acquisition threshold).
2. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).
3. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter

- 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees).
4. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair).
 5. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and sub-grantees when required by Federal grant program legislation).
 6. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and sub-grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
 7. Notice of awarding agency requirements and regulations pertaining to reporting.
 8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
 9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
 10. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 11. Retention of all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.
 12. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (All contracts, sub-contracts, and sub-grants of amounts in excess of \$100,000).
 13. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

The DEPARTMENT reserves the right to review the Sub-Grantee procurement plans and documents, and require the Sub-Grantee to make changes to bring its plans and documents into compliance with the requirements of 44 CFR Part 13.36. The Sub-Grantee must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Sub-Grantee and DEPARTMENT to make a determination on eligibility of project costs.

All sub-contracting agreements entered into pursuant to this Grant Agreement shall incorporate this Grant Agreement by reference.

A.29 SUB-GRANTEE NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The SUB-GRANTEE, and/or employees or agents performing under this Grant Agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The SUB-GRANTEE will not be presented as nor claim to be an officer or

employee of the DEPARTMENT or of the State of Washington by reason of this Grant Agreement, nor will the SUB-GRANTEE make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Grant Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the SUB-GRANTEE is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Grant Agreement.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Grant Agreement, the SUB-GRANTEE shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the SUB-GRANTEE or its staff required by statute or regulation that are applicable to Grant Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Grant Agreement, the SUB-GRANTEE may terminate this Grant Agreement by providing written notice of such termination to the DEPARTMENTS's Key Personnel identified in the Grant Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Grant Agreement, the DEPARTMENT, in its sole discretion and in the best interests of the State of Washington, may terminate this Grant Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the SUB-GRANTEE. Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the SUB-GRANTEE from incurring additional obligations of funds. In the event of termination, the SUB-GRANTEE shall be liable for all damages as authorized by law. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR CAUSE

In the event the DEPARTMENT, in its sole discretion, determines the SUB-GRANTEE has failed to fulfill in a timely and proper manner its obligations under this Grant Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the SUB-GRANTEE unable to perform any aspect of the Grant Agreement, or has violated any of the covenants, agreements or stipulations of this Grant Agreement, the DEPARTMENT has the right to immediately suspend or terminate this Grant Agreement in whole or in part.

The DEPARTMENT may notify the SUB-GRANTEE in writing of the need to take corrective action and provide a period of time in which to cure. The DEPARTMENT is not required to allow the SUBGRANTEE an opportunity to cure if it is not feasible as determined solely within the DEPARTMENT's discretion. Any time allowed for cure shall not diminish or eliminate the SUB-GRANTEE's liability for damages or otherwise affect any other remedies available to the DEPARTMENT. If the DEPARTMENT allows the SUB-GRANTEE an opportunity to cure, the DEPARTMENT shall notify the SUB-GRANTEE in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the DEPARTMENT, or if such corrective action is deemed by the DEPARTMENT to be insufficient, the Grant Agreement may be terminated in whole or in part.

The DEPARTMENT reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the SUB-GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the SUB-GRANTEE, if allowed, or pending a decision by the DEPARTMENT to terminate the Grant Agreement in whole or in part.

In the event of termination, the SUB-GRANTEE shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the SUB-GRANTEE: (1) was not in default or material breach, or (2) failure to perform was outside of the SUB-GRANTEE's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.33 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the DEPARTMENT terminates this Grant Agreement, the SUB-GRANTEE shall follow any procedures specified in the termination notice. Upon termination of this Grant Agreement and in addition to any other rights provided in this Grant Agreement, the DEPARTMENT may require the SUB-GRANTEE to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated.

If the termination is for convenience, the DEPARTMENT shall pay to the SUB-GRANTEE the agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the DEPARTMENT prior to the effective date of Grant Agreement termination, and the amount agreed upon by the SUB-GRANTEE and the DEPARTMENT for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the DEPARTMENT, (iii) other work, services and/or equipment or supplies which are accepted by the DEPARTMENT, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. If the termination is for cause, the DEPARTMENT shall determine the extent of the liability of the DEPARTMENT. The DEPARTMENT shall have no other obligation to the SUB-GRANTEE for termination. The DEPARTMENT may withhold from any amounts due the SUB-GRANTEE such sum as the DEPARTMENT determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this Grant Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the DEPARTMENT in writing, the SUB-GRANTEE shall:

- a. Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Grant Agreement except as may be necessary for completion of such portion of the work under the Grant Agreement as is not terminated;
- c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUB-GRANTEE under the orders and sub-contracts so terminated, in which case the DEPARTMENT

has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;

- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the DEPARTMENT any property which, if the Grant Agreement had been completed, would have been required to be furnished to the DEPARTMENT;
- f. Complete performance of such part of the work as shall not have been terminated by the DEPARTMENT in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the DEPARTMENT may require, for the protection and preservation of the property related to this Grant Agreement which is in the possession of the SUB-GRANTEE and in which the DEPARTMENT has or may acquire an interest.

A.34 TRAVEL AND SUBSISTENCE REIMBURSEMENT

Unless the Grant Agreement specifically provides for different rates, any travel or subsistence reimbursement allowed under the Agreement shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The SUB-GRANTEE may be required to provide to the Department copies of receipts for any travel related expenses other than meals and mileage (example: parking) that are authorized under this Agreement.

A.35 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The SUB-GRANTEE is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Grant Agreement. The SUB-GRANTEE may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.36 WAIVERS

No conditions or provisions of this Grant Agreement can be waived unless approved in advance by the DEPARTMENT in writing. The DEPARTMENT's failure to insist upon strict performance of any provision of the Grant Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Grant Agreement.

A.37 VENUE

This Grant Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Grant Agreement shall be the Superior Court of Thurston County, Washington. The SUB-GRANTEE, by execution of this Grant Agreement acknowledges the jurisdiction of the courts of the State of Washington.

14EMPG WORK PLAN

Emergency Management Organization: City of Kent – Office of Emergency Management

The purpose of EMPG is to assist with the enhancement, sustainment and improvement of state, local, and tribal emergency management programs. Activities conducted using EMPG funding should relate directly to the five elements of emergency management: prevention; protection; response; recovery, and mitigation. Washington State does not require a specific number of activities to receive EMPG funding. However, there are required capabilities that must be conducted in order to remain eligible for EMPG funding, including but not limited to the ability to communicate and warn, educate the public, train and exercise, plan and be NIMS compliant. The Work Plan delineates the EMO's emergency management program planning and priority focus for this grant cycle (to include 14EMPG grant and local funds).

Program Area #1		Public Education / Community Training	
To educate the citizens of the types of disasters and threats that could happen in this region and to help them understand ways they can prevent, assist and help in the during the different phases of a disaster. By having more citizens trained and/or having a greater understanding of what to do in a disaster it will help in the rebuilding of our community by having fewer injuries and less strain on emergency personnel.			
Emergency Management Function:		Crisis Communications, Public Education and Information	
# Activity			Sustainment or Enhancement
ACTIVITIES	1	Community Emergency Response Team (CERT)	
		Description:	Teach two iterations of the full 8 week long FEMA CERT course using the approved curriculum. Accommodate students from the general citizenry in Kent and Fire District 37, the business community in the greater Kent area, and employees from the City of Kent, City of Covington, Kent Fire Department, and Kent/Covington Schools
	2	Business/Neighborhood/School Trainings	
		Description:	Conduct public disaster / emergency preparedness education programs for the citizens, schools, and businesses in the community.
	3	CERT Continuing Education	
		Description:	Conduct continuing education classes for past CERT graduates, to improve and refresh skills, and to enhance ability to respond in the community.

Program Area #2	Kent Communication Support Team (KCST)
KCST's primary role is providing communications for the ECC and staffing RFA station emergency communications, and meets and trains regularly to maintain a roster of competent communications volunteers. KCST conducts weekly drills and periodic regional/statewide exercises such as field day, the great shakeout and on 5th Saturdays. The emphasis is on filling communications gaps identified in the communication plan. Gaps were related to sufficient trained staff, a mobile communications cache, and communications interoperability with dispatching agencies and neighboring jurisdictions.	
Emergency Management Function:	Crisis Communications, Public Education and Information

# Activity			Sustainment or Enhancement
ACTIVITIES	1	Field Day	sustainment
		<i>Description:</i> KCST participates in the annual "Field Day" nation-wide exercise which emphasizes emergency communications. This two-day exercise is conducted in the field and relies on emergency power, and provides a chance to test the gasoline generators and our disaster communications center kits, as well as coordination with local CERT teams.	
	2	5th Saturday Drill	enhancement
		<i>Description:</i> Kent Communications Support Team (KCST) holds a drill on each 5th Saturday in 2014/2015. In addition to taking part in the emergency scenario designed by the state EMD, KCST conducts its own exercise to achieve local objectives. The drill includes communicating with King County, regional EOC, and with the state EMD in a variety of redundant communications, such as phone, fax, amateur radio, and email.	
	3	Weekly NETS / Regular meetings	sustainment
		<i>Description:</i> Weekly nets are radio-based "meetings" requiring members to use radio equipment to check-in, pass formal or informal messages, and verify the proper operation of their equipment. The "net control" role is rotated through the membership to give each practice in this important skill. In addition, the KCST team meets monthly to conduct business and offer short training sessions on technical and preparedness topics.	
	4	Developing mobile communications capability	enhancement
		<i>Description:</i> The KCST continues to enhance its mobile/portable communications capability by re-activating a portable "disaster communications center" for the City. In addition, some older equipment is being re-purposed to serve as a part of a radio cache to be distributed as needed in an emergency situation. Along with the positioning of equipment, procedures and trainings are in development to make more volunteers competent in system use.	
	5	Participate in development of regional communication plan	enhancement
		<i>Description:</i> Team members participate in the development of a regional communications plan by documenting equipment, procedures, and systems currently used in the Kent ECC. Based on identified capabilities and gaps, recommendations are made to resolve the problems and implement best practices.	

Program Area #3	Community Events
To discuss with the community the importance of disaster preparedness and make them aware of the disasters / threats in our community. Also to teach our younger community the importance of preparedness through activities geared towards kids of all ages.	
Emergency Management Function:	Crisis Communications, Public Education and Information

# Activity		Sustainment or Enhancement
ACTIVITIES	1	Cornucopia / Covington Days
		sustainment
	2	<i>Description:</i> Set up and staff visual public display emergency preparation booths for (2) large citywide events (Kent Cornucopia Days and Covington Days); and distribute preparedness information and flyers.
		National Night Out
	3	<i>Description:</i> National Night Out (NNO) is a neighborhood crime prevention and preparedness event held every August. Kent OEM visits with multiple neighborhoods to hand out disaster preparedness information and talk to the community about personal/neighborhood disaster preparedness and the CERT Class.
		Kid Safety Day
	4	<i>Description:</i> King County Fire & Life Safety Association host's the Annual Kid's Safety Day at the museum of flight every July. Fire/Police/Emergency Management Departments from the region get together to talk to kids about safety. Kent OEM has a tent for kids to participate in a preparedness activity and also hands out flyers and information to parents to include disaster preparedness and CERT training opportunities.
		You , Me, We Event
	5	<i>Description:</i> A free annual event in Kent every August to celebrate kids in the community, with a preparedness activity booth for kids, as well as handing out important disaster preparedness information to children and adults.
		School Events

Program Area #4		Operational Communication
Ensure communication is maintained and personnel are well trained; participate in multiple radio drills; develop a backup radio system plan to ensure redundant communications in a disaster.		
Emergency Management Function:		Crisis Communications, Public Education and Information
# Activity		Sustainment or Enhancement
ACTIVITIES	1	CEMNET
		sustainment
	2	<i>Description:</i> Work with EMD to ensure Comprehensive Emergency Management Network (CEMNET) capability is maintained and participate in scheduled testing between local Emergency Operations Center (EOC) or similar facility and the state EOC.
		Citywide Radios
	3	<i>Description:</i> Conduct a monthly Citywide radio drill on the 800 MHz radio Kent Citywide Radio System between the Kent ECC and all designated Department Operating Centers (DOC's).
		County 800 MHz
	4	<i>Description:</i> Participate in the King County 800 MHz radio test monthly.
		VHF
	5	sustainment
		sustainment

	<i>Description:</i>	Working with City Radio shop to develop a backup radio system and communications plan.
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Program Area #5		Exercises / Testing / Training
Continue to enhance capabilities through testing, exercises and training.		
Emergency Management Function:		Exercises, Evaluations and Corrective Actions
#	Activity	Sustainment or Enhancement
ACTIVITIES	1 School Exercises / trainings	enhancement
	<i>Description:</i>	To participate in the design, conduct, and evaluation of at least one exercise during the performance period.
	2 Great Washington Shakeout	enhancement
	<i>Description:</i>	To participate in the Great Washington Shakeout 2014 Exercise.
	3 ECC Setup / Drills / Trainings	enhancement
	<i>Description:</i>	Continue to conduct monthly ECC in service days to test systems on a rotating basis. All systems such as electronics, displays, forms, and other material required for activation are checked and tested.
	4 Collaborative training with NGO's, FBO's and other regional partners	enhancement
	<i>Description:</i>	To participate in the design, conduct and evaluation of drills/exercise /trainings with area Non-Governmental Organizations (NGOs), Faith Based Organizations (FBOs), and other regional partners.

Program Area #6		Professional Development
Continue to enhance professional development of staff through attendance to conferences, trainings, and classes.		
Emergency Management Function:		Training
#	Activity	Sustainment or Enhancement
ACTIVITIES	1 Conferences	sustainment
	<i>Description:</i>	Send staff to approved conferences, such as but not limited to, Partners in Preparedness and WSEMA to enhance personnel professionalism in emergency management.
	2 Trainings / Classes	sustainment
	<i>Description:</i>	Send staff to approved available trainings / classes to enhance professional development in emergency management.
	3 EMI	sustainment
	<i>Description:</i>	Send staff to approved available FEMA EMI (Emergency Management Institute) classes to enhance professional development in emergency management.
	4 WSEMA, Partners, IAEM, Zone 3 EM, EMAC	sustainment
	<i>Description:</i>	Participate in local emergency management organization meetings.

Program Area #7		Planning
Continue to review, coordinate, and participate in required and other planning that supports Kent Emergency Management.		
Emergency Management Function:		Operational Planning
#	Activity	Sustainment or Enhancement
ACTIVITIES	CEMP	sustainment
	1 <i>Description:</i>	To review the Comprehensive Emergency Management Plan (CEMP) and supporting Emergency Support Functions (ESFs) for compliance with both the National Response Framework and National Incident Management System. Update plan based on gaps identified during exercises and incident response.
	COOP	sustainment
	2 <i>Description:</i>	To continue to coordinate COOP plan development for all city departments, review draft plans and assist with standardizations for essential functions.
	Sara Title 3 - Tier II	sustainment
	3 <i>Description:</i>	To Receive, Review and Document Tier IIs from Hazmat facilities in Kent, updating to close gaps identified during exercises and incident response.
	NIMS	sustainment
	4 <i>Description:</i>	To be fully compliant with Federal National Incident Management System (NIMS) training requirements, and track personnel training completion.
	Workgroups (Citizen Corp, Mass Care, LEPC, EPC, RCPG)	sustainment
	5 <i>Description:</i>	To continue participation in and/or conduct local emergency management workgroups/meetings, including LEPC (Local Emergency Planning Group), EPC (Kent Emergency Planning Committee), RCPG (Regional Catastrophic Planning Group), Mass Care and Citizen Corp.

Program Area #8		Upgrades / Improvements
Expand the capabilities and effectiveness of the Kent ECC, DOC's, Volunteer Management and KCST.		
Emergency Management Function:		Operations and Procedures
#	Activity	Sustainment or Enhancement
ACTIVITIES	ECC	enhancement
	1 <i>Description:</i>	Identify enhancement opportunities of the Kent OEM ECC and plan for upgrades and updates.
	DOC	enhancement
	2 <i>Description:</i>	Identify enhancement opportunities of Kent DOC's (Department Operating Centers) functionalities and capabilities and plan for upgrades and updates.
	Volunteer Management	enhancement
	3 <i>Description:</i>	Develop and train a volunteer team to support multiple functions within the ECC and/or Disaster Preparedness/Recovery as per WAC 118.04
	KCST	enhancement
	4 <i>Description:</i>	Acquire and deploy approved mobile radio equipment to provide emergency backup communications service for all responder sites, to include training of operators and assembling of mobile kits, which are self contained and

		supports both voice and data communications, independent of commercial communications infrastructure. Obtain a cache of emergency communications equipment.
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Program Area #9		Public Information and Warning	
Continue to communicate with the public via multiple ways in order to relay emergency information, preparedness info, class/trainings schedules or any other important information that the public may need.			
Emergency Management Function:		Communications and Warning	
#	Activity	Sustainment or Enhancement	
ACTIVITIES	1	Code Red	sustainment
		Description: To maintain and update the reverse 911 community alert system (CodeRed) for Kent.	
	2	Social Media (Face Book, Twitter)	sustainment
		Description: To utilize the city and fire dept. social media channels to communicate with the community.	
	3	Website	sustainment
		Description: To utilize the city and fire dept. WebPages as a resource for outreach and information to the local, regional, and business communities.	
	4	Emergency Alert System (EAS)	sustainment
		Description: Work with the local Area Emergency Alert System (EAS) Committee to complete a EAS plan and the Local Relay Network (LRN) per existing guidance from the FCC, FEMA, and the State Emergency Communications Committee with assistance from the State EMD Telecommunications staff.	
	5	Community Rating System (CRS) / Storm Ready	sustainment
		Description: Review the requirements for the FEMA Community Rating System including any impact analysis reports and CRS activities. Coordinate activities with Public works to determine activities necessary and achievable to reduce insurance premiums; participate and renew Storm Ready Communities within Kent.	

Program Area #10		Hazard Mitigation		
Work to mitigate known hazards to the area and research current and new threats. Develop programs and procedures when necessary to address hazards.				
Emergency Management Function:		Hazard Mitigation		
# Activity			Sustainment or Enhancement	
ACTIVITIES	1	Research and mitigation plan development for different hazards in the Kent area. (Landslides, oil/coal trains, etc)		sustainment
		Description:	Continue public awareness level for current and future hazards and threats to the region. Incorporate into existing plans and procedures.	
	2	Pipeline awareness and plan development		sustainment
		Description:	Continue an awareness of hazards associated with pipelines. Attend local and regional meetings / training to address issues.	
	3	Cyber security		sustainment

	<i>Description:</i>	Continue an awareness of cyber security issues and how they relate to emergency management. Coordinate work with information technology department to enhance security. Attend local and regional meetings & trainings to address issues.
	Plan Maintenance for Hazard Mitigation Plan	
4	<i>Description:</i>	Review and update hazard mitigation plan in coordination with King County OEM.

Program Area #11			Marketing and Information Support	
To expand our services to <i>non</i> -English speaking or hard of hearing/deaf community and to increase marketing through multiple channels to include vehicle graphics, marketing documents, flyers, and to increase ability document development to enhance the emergency management program.				
Emergency Management Function:			Administration and Finance	
# Activity			Sustainment or Enhancement	
ACTIVITIES	1	Interpretation and Translation services		enhancement
		Description:	To utilize interpreters or translation services when needed in trainings/exercises in order to communicate effectively with the public.	
	2	Vehicle Graphics		enhancement
		Description:	To enhance vehicles with graphics that supports the emergency management mission and the KCST team.	
	3	Document and manual printing		enhancement
		Description:	Printing of Emergency Management documents and manuals for public education distribution.	
	4	Document development		enhancement
		Description:	Creation of documents for our ECC, DOC, KCST, etc. to enhance functional ability	
	5	Technology development		enhancement
		Description:	Research and update approved software and other related technology, and develop or research systems that serve the community more efficiently.	
Program Area #12			OEM Vehicles	
Purchase 2 cargo vans: 1 cargo van for Kent Communications Support Team (KCST) and 1 cargo van for Kent Office of Emergency Management. There is no plan to replace current vehicles from local funding.				
Emergency Management Function:			Crisis Communications, Public Education and Information	
# Activity			Sustainment or Enhancement	

ACTIVITIES	1	Purchase Vehicles	enhancement
		<i>Description:</i> Purchasing of two approved cargo vans.	
	2	Equip Vans	sustainment
		<i>Description:</i> Equip vans with the necessary equipment such as radios, antennas, computers, etc., to achieve operational objectives	
Program Area #13		LEPC	
Continue to support the growth of regional hazmat response and facility coordination through trainings and drills. Coordinate and conduct analysis of crude oil movement through the valley and its impacts. Continue database support for Tier II sites/integrate into response access. Ensure EPCRA mandates are met.			
Emergency Management Function:		Hazard Identification, Risk Assessment, and Consequence Analysis	
# Activity			Sustainment or Enhancement
ACTIVITIES	1	Drills / Exercises	sustainment
		<i>Description:</i> Coordinate with Zone 3 hazmat teams to conduct drills and exercises in existing facilities or through simulation to test plans, personnel, and equipment capabilities. Continue to coordinate with Zone 1 & Zone 5 hazmat teams regarding collaboration of functionality.	
	2	Hazmat Mitigation Emergency Response Plan (HMERP)	sustainment
		<i>Description:</i> Update the Kent HMERP to include recent changes and data inputs regarding Tier II sites, response areas, and overall mission guidance.	
	3	Local / Regional Meetings	sustainment
		<i>Description:</i> Represent the LEPC on the King County Emergency Management Advisory Committee at the monthly meetings. Participate with the King County LEPC. Conduct Kent LEPC meetings as needed and support website accuracy on current events related to hazardous materials.	
	4	Database Management	sustainment
		<i>Description:</i> Expand the Tier II database created by Kent LEPC for use by external partners such as King County and Zone 3 hazmat partners and affiliates.	

MILESTONE TIMELINE**FFY14 Emergency Management Performance Grant Program**

MILESTONE	TASK
June 1, 2014	Start of Grant Agreement performance period.
January 31, 2015	Submit reimbursement request
June 30, 2015	Submit reimbursement request
August 31, 2015	End of grant performance period.
October 15, 2015	Submit final reimbursement request, additional reports, and/or deliverables.

Budget Sheet

FFY14 Emergency Management Performance Grant Program

SOLUTION AREA	BUDGET CATEGORY	AMOUNT	NARRATIVE
PLANNING	Goods & Services	\$ 1,250	Planning, printing, software, COOP and LEPC planning materials
	Indirect	\$ -	
	Subtotal	\$ 1,250	
ORG	Consultants/Contractors	\$ 19,175	For ECC upgrades
	Goods & Services	\$ 1,300	EM Office Supplies, materials, Instructional support for day to day operations, IT, copier usage, phones and uniforms
	Indirect	\$ -	
	Subtotal	\$ 20,475	
EQUIP	Equipment	\$ 64,000	Tools / Equipment - 2 vehicle purchases for Kent OEM and Kent Communication Support Team (KCST), Tools / Equipment - for OEM, ECC, DOC's
	Indirect	\$ -	
	Subtotal	\$ 64,000	
TRAINING	Goods & Services	\$ 1,000	Supplies, Materials, Instructional Support for OEM trainings
	Travel/Per Diem	\$ 6,000	Travel/Conferences/Registration/Per Diem/Training. Examples are WSEMA, EMI, IAEM, PIEP, LEPC.
	Indirect	\$ -	
	Subtotal	\$ 7,000	
EXERCISE	Goods & Services	\$ 800	Supplies, Materials, Instructional Support for OEM exercises
	Indirect	\$ -	
	Subtotal	\$ 800	
TOTAL Grant Agreement Contract			
AMOUNT: \$		93,525	

- City of Kent - Office of Emergency Management (OEM) will provide a match of \$93,525, 50% of the total project cost (local/tribal budget plus EMPG award), of non-federal origin.
- Cumulative changes to budget categories in excess of 10% of the grant agreement award will not be reimbursed without prior written authorization from the Department.
- This award will not be used to supplant the local/tribal funds.
- The Department's Reimbursement Spreadsheet must accompany each reimbursement request submitted.
- The Sub-grantee agrees to make all records available to Department staff, upon request.

Funding Source: U.S. Department of Homeland Security - PI# 743PT – EMPG

ADDITIONAL AGREEMENT PROVISIONS AND WORKSHEET
For Compliance With The
Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website. Federal awards include grants, subgrants, loans, awards, cooperative agreements, and other forms of financial assistance as well as contracts, subcontracts, purchase orders, task orders, and delivery orders. The legislation does not require inclusion of individual transactions below \$25,000 or credit card transactions before October 1, 2008. However, if an award is initially below this amount yet later increased, the act is triggered. Due to this variability in compliance Subrecipients are required by the Military Department to be familiar with the FFATA requirements and complete this Worksheet for *each contract* for the State's submission in to the FFATA portal.

ADDITIONAL PROVISIONS

- A. This grant agreement contract (subaward) is supported by federal funds, requiring compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act) and Office of Management and Budget Guidance (OMB). Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note). By entering into this grant agreement contract, the sub-grantee agrees to provide all applicable reporting information to the Washington Military Department (WMD) required by FFATA and OMB Guidance.
- B. The FFATA requires the OMB to establish a publicly available online database (USASpending.gov) containing information about entities that are awarded Federal grants, loans, and contracts. As required by FFATA and OMB Guidance, certain information on the first-tier subawards related to Federal contracts and grants, and the executive compensation of awardees, must be made publicly available.
- C. For new Federal grants beginning October 1, 2010, if the initial subaward is equal to or greater than \$25,000, reporting of the subaward and executive compensation information is required. If the initial subaward is below \$25,000 but subsequent grant modifications result in a total subaward equal to or over \$25,000, the subaward will be subject to the reporting requirements as of the date the subaward exceeds \$25,000. If the initial subaward equals or exceeds \$25,000 but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the subaward continues to be subject to the reporting requirements of the Transparency Act and OMB Guidance.
- D. As a Federal grant subawardee under this grant agreement contract, your organization is required by FFATA, OMB Guidance and this grant agreement contract to provide the WMD, as the prime grant awardee, all information required for FFATA compliant reporting by WMD. This includes all applicable subawardee entity information required by FFATA and OMB Guidance, subawardee DUNS number, and relevant executive compensation data, as applicable.
 1. Data about your organization will be provided to USASpending.gov by the WMD. System for Award Management (SAM) is a government wide registration system for organizations that do business with the Federal Government. SAM stores information about awardees including financial account information for payment purposes and a link to D&B for maintaining current DUNS information, <http://www.sam.gov>. WMD requires SAM registration and annual renewal by your organization to minimize unnecessary data entry and re-entry required by both WMD and your organization. It will also reduce the potential of inconsistent or inaccurate data entry.
 2. Your organization must have a Data Universal Numbering System (DUNS) number obtained from the firm Dun and Bradstreet (D&B) (<http://www.dnb.com>). A DUNS number provides a method to verify data about your organization. D&B is responsible for maintaining unique identifiers and organizational linkages on behalf of the Federal Government for organizations receiving Federal assistance.

E. The WMD, as the prime awardee, is required by FFATA to report names and total compensation of the five (5) most highly compensated officers of your organization (as the subawardee) if:

1. Your organization (the subawardee), in the preceding fiscal year, received 80 percent or more of its annual gross revenues from Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards; and
2. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

"Total compensation" for purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock, stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.

F. If (1) in the preceding fiscal year your organization received 80 percent or more of its annual gross revenues from Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards, and (2) the public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986, insert the names and total compensation for the five most highly compensated officers of your organization in the table below.

WORKSHEET

Subrecipient Agency: <u>City of Kent-OEM</u>				
Grant and Year: <u>EMPG 2014</u>		Agreement Number: <u>E15-135</u>		
Completed by: <u>Name: Jennifer Keizer Title: Em Specialist Telephone: 253-856-4342</u>				
Date Completed:				
STEP 1				
Is your grant agreement less than \$25,000?	YES ☐	STOP, no further analysis needed, GO to Step 6	NO ☒	GO to Step 2.
STEP 2				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES ☐	GO to STEP 3	NO ☒	STOP, no further analysis needed, GO to Step 6
STEP 3				
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES ☐	GO to STEP 4	NO ☐	STOP, no further analysis needed, GO to Step 6
STEP 4				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES ☐	STOP, no further analysis needed, GO to step 6	NO ☐	GO to STEP 5
STEP 5				
Executive #1	Name: _____ Total Compensation amount: \$ _____			
Executive #2	Name: _____ Total Compensation amount: \$ _____			
Executive #3	Name: _____ Total Compensation amount: \$ _____			
Executive #4	Name: _____ Total Compensation amount: \$ _____			
Executive #5	Name: _____ Total Compensation amount: \$ _____			
STEP 6				
If your organization does not meet these criteria, specifically identify below <u>each</u> criteria that is not met for your organization: <u>For Example: "Our organization received less than \$25,000."</u>				

Signature: Jennifer Keizer

Date: 11/19/14

* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

Additional Resources:

<http://www.whitehouse.gov/omb/open>

<http://www.hrsa.gov/grants/ffata.html>

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>

<http://www.grants.gov/>

OMB Circular A-133 Audit Certification Form
Audits of States, Local Governments, and Non-Profit Organizations

A. Contact Information	
Subrecipient (Sub-Grantee) Name (Agency, Local Government, or Organization):	CITY OF KENT, WA
Authorized Chief Financial Officer (Central Accounting Office):	AARON BENMILLER
Address:	220 FOURTH AVENUE SOUTH KENT, WA 98032
Email:	abemiller@kentwa.gov
Phone #:	253.856.5260

Purpose: As a pass-through agency of federal grant funds, the Washington Military Department/Emergency Management Division (WMD/EMD) is required by Office of Management and Budget (OMB) Circular A-133 to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and ensure that subrecipients expending \$500,000 or more in federal awards during their fiscal year have met the OMB Circular A-133 Audit Requirements. Your entity is a subrecipient subject to such monitoring by MIL/EMD because it is a non-federal entity that expends federal grant funds received from MIL/EMD as a pass-through entity to carry out a federal program. OMB Circular A-133 can be found at http://www.whitehouse.gov/sites/default/files/omb/asset/e133/e133_revised_2007.pdf, and it should be consulted when completing this form.

Directions: As required by OMB Circular A-133, non-federal entities that expend \$500,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity is not subject to A-133 requirements, you must complete Section A of this Form. If your entity is required to complete an A-133 Audit, you must complete Section B of this form. When completed, you must sign, date, and return this form with your grant agreement contract and every fiscal year thereafter until the grant agreement contract is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

SECTION A: Entities NOT subject to the audit requirements of OMB Circular A-133

Our entity is not subject to the requirements of OMB Circular A-133 because (check all that apply):

- ☐ We did not expend \$500,000 or more of total federal awards during the fiscal year.
- ☐ We are a for-profit agency.
- ☐ We are exempt for other reasons (describe):

However, by signing below, I agree that we are still subject to the audit requirements, laws and regulations governing the program(s) in which we participate, that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees, and that WMD/EMD may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

SECTION B: Entities that ARE subject to the requirements of OMB Circular A-133

(Complete the information below and check the appropriate box)

- ☐ We completed our last A-133 Audit on [enter date] _____ for Fiscal Year ending [enter date] _____. There were no findings related to federal awards from WMD/EMD. No follow-up action is required by WMD/EMD as the pass-through entity.

A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to contracts.office@mll.wa.gov or provide the state auditor report number: _____

- ☒ We completed our last A-133 Audit on [enter date] 9/30/14 for Fiscal Year ending [enter date] 12/31/13. There were findings related to federal awards.

A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to contracts.office@mll.wa.gov or provide the state auditor report number: 1012755

- ☐ Our completed A-133 Audit will be available on _____ [enter date] for Fiscal Year ending _____ [enter date]. We will provide electronic copy of the audit report to contracts.office@mll.wa.gov at that time or provide the state auditor report number: _____

I hereby certify that I am an individual authorized by the above identified entity to complete this form. Further, I certify that the above information is true and correct and all relevant material findings contained in audit report/statement have been disclosed. Additionally, I understand this Form is to be submitted every fiscal year for which this entity is a subrecipient of federal grant funds from MIL/EMD until the grant agreement contract is closed.

Signature of Authorized Chief Financial Officer: AARON BENMILLER Date: 11/19/14
Print Name & Title: AARON BENMILLER, FINANCE DIRECTOR

WMD Form 1009-13, 8/18/2013



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5132

Date:

February 11, 2015

Department:

Public Works

Attachments:

[Res 5132](#)

[Exhibit A](#)

[Exhibit B](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5132

Background Summary:

Resolution No. 5132 authorizes the Mayor to execute local agency agreements between the City and WSDOT relating to City project Nos. CP1118, CP1119, and CP1218 (Auburn Way South Corridor Improvement Projects). WSDOT is responsible for repairing and maintaining the pavement on the stretch of Auburn Way South that these City projects are improving (MIT Plaza to Hemlock Street SE). These agreements provide that the City will design and construct the pavement repair and maintenance work (patch and overlay) and WSDOT will reimburse the City for the associated costs. Having the City complete the pavement repair and maintenance work as part of the City's planned construction projects has mutual benefit to the City and WSDOT as it reduces overall construction impacts and costs.

Reviewed by Council Committees:**Councilmember:****Staff:**

Snyder

Meeting Date: February 17, 2015

Item Number: RES.D

RESOLUTION NO. 5 1 3 2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE INTERAGENCY AGREEMENTS BETWEEN THE CITY OF AUBURN (THE CITY) AND THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) RELATING TO PROJECT NOS. CP1118, CP1119, CP1218 (AUBURN WAY SOUTH CORRIDOR IMPROVEMENTS PROJECTS)

WHEREAS, the City is the lead agency and is responsible for the planning, review, design, permitting, right-of-way acquisition and construction of the Auburn Way South Corridor Improvements Projects (Projects); and

WHEREAS, the Projects will improve Auburn Way South from the Muckleshoot Plaza to Hemlock Street SE; and

WHEREAS, this segment of Auburn Way South is classified as State Route 164 (SR164); and

WHEREAS, WSDOT is responsible for pavement repair and maintenance on SR164; and

WHEREAS, there is a mutual benefit to the City and WSDOT in having the City perform the work needed to repair and maintain the pavement during construction of the Auburn Way South Corridor Improvements; and

WHEREAS, WSDOT is willing to compensate the City for its costs to design and construct the pavement repair and maintenance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, HEREBY RESOLVES as follows:

Resolution No. 5132
February 10, 2015
Page 1

Section 1. The Mayor is hereby authorized to execute Interagency Agreements with WSDOT for the purpose of constructing the pavement repair and maintenance on SR164 from the Muckleshoot Plaza to Hemlock Street SE as part of the Auburn Way South Corridor Improvements Projects, in substantial conformity with the agreements attached hereto, marked as Exhibits "A" and "B" and incorporated herein by this reference.

Section 2. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 3. That this Resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and Signed this _____ day of _____, 2015.

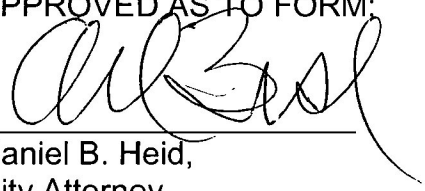
CITY OF AUBURN

ATTEST:

NANCY BACKUS
MAYOR

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney

Resolution No. 5132
February 10, 2015
Page 2

**SR 164 FUNDING AGREEMENT BETWEEN THE STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION AND THE CITY OF AUBURN – STATE FUNDS**

GCB 1912- SR 164 / Dogwood Street SE to Hemlock Street - Paving

This Agreement is entered into by and between the WASHINGTON STATE Department of Transportation (STATE) and the CITY OF AUBURN, a Washington municipal corporation having its principal place of business at 25 West Main Street Auburn WA, 98001 (CITY).

WHEREAS, the CITY is planning the construction of a roadway improvement project, entitled, "Auburn Way South Corridor Safety Improvements" located at SR 164 (Auburn Way South), Dogwood Street SE to Hemlock Street, M.P. 2.28 to M.P. 2.55, hereby referred to as the "CITY PROJECT," and

WHEREAS, the CITY PROJECT proposes to design and reconstruct a portion of SR 164 with Bus Pullouts, U-Turn Areas and pedestrian enhancements, and

WHEREAS, the STATE is developing a roadway preservation project titled, "SR 164/Muckleshoot Plaza to SE 408th Street Paving," M.P. 1.91 to M.P. 8.07, hereinafter the "STATE PROJECT," which requires the performance of certain road work within the physical boundaries of the CITY PROJECT, and

WHEREAS, the STATE has agreed to allow the CITY to perform Hot Mix Asphalt ("HMA") resurfacing and other associated work directly related to the resurfacing within the pavement overlay limits of SR 164, from Dogwood Street SE to Hemlock Street, M.P. 2.28 to M.P. 2.55, collectively the "Work", as shown on Exhibits A and B, such work shall comply with the Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction (Standard Specifications),

NOW, THEREFORE, pursuant to RCW 47.28.140, RCW 47.24.020, and RCW 47.08.070, the above recitals and attached Exhibits A and B that are incorporated herein as if fully set forth below, and in consideration of the provisions, terms, conditions, and performances contained herein and the attached Exhibits A and B which are attached hereto and incorporated herein,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GENERAL

1.1 The STATE shall contribute a maximum amount of Two Hundred Twenty Three Thousand Seven Hundred Eighty Eight Dollars and Seventy Eight Cents (\$223,788.78) toward the Work shown on Exhibit A, to be performed by the CITY as part of the CITY PROJECT. The CITY agrees to construct an overlay of HMA ½ Inch PG 64-22, and other associated work on SR 164, Dogwood Street SE to Hemlock Street, M.P. 2.28 to M.P. 2.55 as provided for in Exhibits A and B. Should bids come in higher than the anticipated estimate to complete the Work, including contingency, exceeding the amount identified in Exhibit B and upon the CITY's determination of a responsive and responsible bid, the STATE shall indicate if it intends to provide the additional funds required to complete the Work based on the actual bid amounts and estimated costs for

construction engineering. Should the STATE choose not to fund the additional costs, the CITY shall remove this Work from the contract, and the STATE will be responsible for completing the Work in its sole discretion, but at no cost to the CITY. Should the STATE choose to fund the additional costs, an amendment to this Agreement shall be executed prior to the start of the Work identified in this Agreement. Any changes requested by the STATE to the Work that result in additional costs to the CITY shall be provided for in an amendment to this Agreement.

1.2 The Parties agree that the CITY shall submit to the STATE for review and approval only those documents pertaining to the Work to be performed under this Agreement.

The Parties acknowledge that this Agreement does not contain funding for the STATE's actual direct and related indirect costs for qualified asphalt testing. If the CITY elects to use the STATE to perform qualified asphalt testing, it is the intent of the Parties that they will enter into a separate agreement for payment of such costs incurred by the STATE.

2. PAYMENT

2.1 The STATE agrees to reimburse the CITY the actual direct and related indirect costs associated with performance of the Work in an amount not to exceed Two Hundred Twenty Three Thousand Seven Hundred Eighty Eight Dollars Seventy Eight Cents (\$223,788.78). The cost estimate breakdown of the Work is attached as Exhibit B.

2.2 The CITY understands and agrees that Two Hundred Twenty Three Thousand Seven Hundred Eighty Eight Dollars Seventy Eight Cents (\$223,788.78) is State funded and is the maximum amount that the STATE will reimburse for the Work to be performed by the CITY. The CITY shall be solely responsible for all Work costs that exceed this amount, unless the Parties implement Sections 1.1 or 4.2.

2.3 Upon completion of the Work, the CITY shall submit one inclusive first and final itemized invoice to the STATE's **representative, Chris Damitio, P.E., 460 Stuart Street, Bellingham, WA 98226**, for the actual direct and related indirect costs associated with performance of the Work not to exceed Two Hundred Twenty Three Thousand Seven Hundred Eighty Eight Dollars Seventy Eight Cents (\$223,788.78.), unless otherwise modified pursuant to Section 1.1. The STATE shall provide payment in full within thirty (30) calendar days upon receipt of the itemized invoice. The invoice shall be clearly labeled "First and Final." If the STATE objects to all or any portion of the invoice, the STATE shall notify the CITY within twenty (20) calendar days after receipt of the CITY invoice. If only a portion of the invoice is disputed, the STATE agrees to pay the undisputed portion of the invoice. The Parties shall immediately make every effort to settle the disputed portion of the invoice.

2.4 The CITY understands and agrees that the itemized invoice shall be delivered to the STATE no later than on or before January 1, 2016.

3. MAINTENANCE AND OPERATIONS

3.1 The CITY agrees that it shall be solely responsible for all maintenance and operations for the roadway surface within that portion of SR 164, Dogwood Street SE to Hemlock Street, M.P.

2.28 to M.P. 2.55, that is used for state highway purposes, from the date of execution of this Agreement until the STATE accepts the Work, as provided in Section 10.

4. CITY DEFAULT

4.1 Should the CITY default on the terms of this Agreement, the STATE may, but is not obligated to, assume responsibility for and perform the Work.

4.2 In the event it is determined that the CITY does not have sufficient funds to complete the Work as required by Section 2.2, the STATE and the CITY shall negotiate to determine the future of the Work. If it is determined that the Work cannot proceed, the Work shall be brought to a level that is safe for public use and the Parties will terminate this Agreement. In the event the Work is terminated, Section 5 shall apply to that portion of the Work completed up to the time of termination that has been accepted by the STATE in accordance with Section 10. The CITY agrees to and shall pay all costs associated with termination, of or negotiation of change orders affecting the Work affecting the CITY's construction contract with its contractor, including contractor claims.

4.3 The CITY agrees to reimburse the STATE for any default by the CITY and/or its contractor that results in the STATE having to correct the Work for any reason. The CITY agrees to reimburse the STATE for all direct and related indirect costs associated with said corrective Work within thirty (30) calendar days from receipt of detailed invoice.

5. TERMINATION

5.1 This Agreement shall terminate, except as otherwise provided herein, when the Work is completed, the Work has been accepted by the STATE, and payment is received. Neither the STATE nor the CITY may request termination of this Agreement without the concurrence of the other Party. Termination shall be in writing and signed by both Parties.

6. NOTICE

6.1 All communications regarding this Agreement shall be sent to the Parties at the addresses listed below, or at such other address as given pursuant to this Section, and shall be effective three days after the date of the communication.

City of Auburn
Attention: Jacob Sweeting, P. E.
City Project Engineer
25 West Main Street
Auburn WA, 98001

Washington State Department of Transportation
Attention: Chris Damitio, P.E.
Project Engineer
460 Stuart Road
Bellingham, WA 98226

360.788.7403
DAMITIC@wsdot.wa.gov

7. TERM OF AGREEMENT

7.1 This Agreement shall begin on the date this Agreement is entered into and terminate upon completion of all obligations by the Parties pursuant to the provisions of this Agreement. Termination, pursuant to Section 5, shall not relieve the Parties of their respective obligations up to the date of termination.

8. AUDIT and RECORDS

8.1 During construction of the CITY Work and for a period of not less than six (6) years from the date of final payment by the STATE, the records and accounts pertaining to the Work shall be maintained and made available by the CITY for inspection and audit by the STATE and federal government and for use in the event of any litigation, claim or other necessary purpose.

9. INDEMNIFICATION

9.1 The CITY shall protect, defend, indemnify, and hold harmless the STATE, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from the CITY's construction, operation and/or maintenance of the CITY PROJECT and the Work to be performed pursuant to the provisions of this Agreement. The CITY will not be required to indemnify, defend or save harmless the STATE if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the STATE. Where such claims, suits, or actions result from the concurrent negligence of both Parties, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

9.2 The indemnification shall survive the termination of this Agreement.

10. WORK ACCEPTANCE

10.1 Prior to STATE's acceptance of the Work, the CITY and the STATE will perform a joint final inspection of the Work performed by the CITY. The STATE agrees, upon satisfactory completion of the Work, and a receipt of a Notice of Physical Completion of the Work, as determined by the CITY to deliver a letter of acceptance to the CITY for the Work performed by the CITY. The letter of acceptance shall not waive any potential claims against the CITY and its contractor for defective work or materials. The STATE reserves the right to require the CITY to remedy any and all Work deficiencies related to defective Work or materials brought within one year of the CITY's acceptance of the CITY PROJECT.

10.2 The STATE may reasonably withhold acceptance of the Work by submitting written notification to the CITY within sixty (60) calendar days following final inspection of the Work. This notification shall include specific reason(s) for withholding the acceptance.

10.3 If a letter of acceptance is not received by the CITY within sixty (60) calendar days following the joint final inspection, the Work shall be considered accepted by the STATE, but such acceptance shall not act to release the CITY from or waive any right or claim of the STATE for defective work or materials brought within one year of the CITY's acceptance of the CITY PROJECT.

11. AMENDMENT

11.1 This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

12. ASSIGNMENT

12.1 Neither Party to this Agreement shall transfer or assign any right or obligation hereunder without the prior written consent of the other Party.

13. DISPUTE RESOLUTION

13.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: The CITY and the STATE shall each appoint a member to a disputes resolution board (Board). These two members shall then select a mutually agreeable third member, not affiliated with either Party to be part of the Board. The Board shall review all pertinent facts, data, contentions, and so forth to make a non-binding determination within thirty (30) calendar days of such referral. The Parties shall be responsible for their own costs, including attorney fees, and shall share equally the costs of the third Board member.

14. SEVERABILITY

14.1 Should any part, term or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected, and the same shall continue in full force and effect.

15. VENUE

15.1 This Agreement shall be interpreted in accordance with the laws of the state of Washington. In the event either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the STATE and the CITY agree that the Superior Court of Thurston County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement. Further, the Parties agree that each will be solely responsible for payment of its own attorney fees, witness fees, and costs.

16. WAIVER

16.1 A waiver of any breach by either Party shall not constitute a waiver of any subsequent breach. All waivers must be in written form.

17. AUTHORIZED SIGNATURES

17.1 By their signatures below each Party represents that they have taken all necessary steps and are fully authorized to sign for and on behalf of the named principal above.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the Party's date last signed below.

CITY OF AUBURN

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

Nancy Backus
Mayor

Todd Harrison, P.E.
Assistant Regional Administrator

Date

Date

6/16/15

APPROVED AS TO FORM:

APPROVED AS TO FORM:

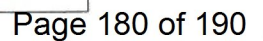
City Attorney

Ann E. Salay, Senior Assistant Attorney General

Date

Date





SR164 Muckleshoot Plaza to 408th St - Paver (Transfer to COA)
MP 1.91 to 2.55 - Including ADA at Dogwood
Developed By: Jonathan Seagrave
Checked By: Jason Koreski
Updated: 10/27/14

Item No.	Std. No.	Work Item	Unit Price	Unit	Qty	Amount	% of Total
Preparation							
1	0100	Removing Cement Conc. Sidewalk	\$25	SY	60	\$1,500.00	0.43%
2	0108	Removing Cement Conc. Curb and Gutter	\$20	LF	90	\$1,800.00	0.52%
3	0208	Removing Raised Pavement Marker	\$100	HD	9	\$900	0.26%
Grading							
4	332	Pavement Repair Excavation Incl. Haul	\$30	SY	90	\$2,700	0.78%
Structure							
5	4025	Gravel Backfill for Wall	\$20	CY	4	\$80.00	0.02%
Surfacing							
6	5100	Crushed Surfacing Base Course	\$50	TON	4	\$200.00	0.06%
Liquid Asphalt							
7	5334	Anti-Stripping Additive	\$1	EST	2,130	\$2,130	0.62%
Hot Mix Asphalt							
8	5711	Planing Bituminous Pavement	\$6	SY	4,500	\$27,000	7.80%
9	5767	HMA Cl. 1/2 IN. PG 64-22	\$80	Ton	2,130	\$170,400	49.23%
10	5739	HMA for Pavement Repair CL. 1/2 IN. PG 64-22	\$100	Ton	28	\$2,800	0.81%
11	5830	Job Mix Compliance	\$1	Calc.	5,112	\$5,112	1.48%
12	5835	Compaction Price Adjustment	\$1	Calc.	3,070	\$3,070	0.89%
13	5837	Asphalt Cost Price Adjustment	\$1	Calc.	2,556	\$2,556	0.74%
Erosion Control							
14	6403	ESC Lead	\$100	DAY	5	\$500	0.14%
15	6471	Inlet Protection	\$50	EACH	14	\$700	0.20%
16	6490	Erosion / Water Pollution Control	\$2,000	DOL	1	\$2,000	0.58%
Traffic							
17	6809	Profiled Plastic Line	\$1	LF	12,305	\$12,305	3.56%
18	6833	Plastic Traffic Arrow	\$160	EA	29	\$4,640	1.34%
19	6857	Plastic Crosswalk Line	\$10	SF	1,280	\$12,800	3.70%
20	6859	Plastic Stop Line	\$10	LF	156	\$1,560	0.45%
21	6871	Plastic Traffic Letter	\$80	EA	40	\$3,200	0.92%
22	6884	Raised Pavement Marker Type 2	\$500	HD	9	\$4,500	1.30%
23	6888	Temporary Pavement Marking	\$1	LF	12,305	\$12,305	3.56%
24	6971	Project Temporary Traffic Control	\$17,200	LS	1	\$17,200	4.97%
Other							
25	3080	Adjust Manhole	\$500	EACH	11	\$5,500.00	1.59%
26	3100	Adjust Catch Basin	\$500	EACH	14	\$7,000.00	2.02%
27	6243	Adjust Valve Box	\$275	EACH	13	\$3,575.00	1.03%
28	xxxx	Traffic Loop Replacement	\$800	EACH	18	\$14,400.00	4.16%
29	7006	Structure Ex. Incl. Haul	\$50	CY	9	\$450.00	0.13%
30	7055	Cement Conc. Sidewalk	\$25	SY	10	\$250.00	0.07%
31	7058	Cement Conc. Curb Ramp Type ____	\$2,575	EACH	5	\$12,875.00	3.72%
32	7164	Gravity Block Wall	\$90	SF	90	\$8,100.00	2.34%
33	7736	SPCC Plan	\$2,000	ls	1	\$2,000.00	0.58%

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CP1119 (MP 2.41-2.55)	22%	\$116,038.63
		\$530,462.29

**SR 164 FUNDING AGREEMENT BETWEEN THE STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION AND THE CITY OF AUBURN – FEDERAL
FUNDS**

GCB 1913- SR 164 / Muckleshoot Plaza to Dogwood Street SE - Paving

This Agreement is entered into by and between the WASHINGTON STATE, Department of Transportation (STATE) and the CITY OF AUBURN, a Washington municipal corporation having its principal place of business at 25 W Main Street Auburn WA, 98001 (CITY).

WHEREAS, the CITY is planning the construction of a roadway improvement project, entitled "Auburn Way South Corridor Safety Improvements" located at SR 164 (Auburn Way South), Muckleshoot Plaza to Dogwood Street SE, M.P. 1.91 to M.P. 2.28, , hereby referred to as the "CITY PROJECT," and

WHEREAS, the CITY PROJECT proposes to design and reconstruct a portion of SR 164 with Bus Pullouts, U-Turn Areas and pedestrian enhancements, and

WHEREAS, the STATE is developing a roadway preservation project titled, "SR 164/Muckleshoot Plaza to SE 408th Street - Paving," M.P. 1.91 to M.P. 8.07, hereinafter the "STATE PROJECT," which requires the performance of certain road work within the physical boundaries of the CITY PROJECT, and

WHEREAS, the STATE has agreed to allow the CITY to perform Hot Mix Asphalt ("HMA") resurfacing and other associated work directly related to the resurfacing within the pavement overlay limits of SR 164, from Muckleshoot Plaza to Dogwood," M.P. 1.91 to M.P. 2.28, collectively the "Work," as shown on Exhibits A and B; such work shall comply with the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction (Standard Specifications),

NOW, THEREFORE, pursuant to RCW 47.28.140, RCW 47.24.020, and RCW 47.08.070, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the provisions, terms, conditions, and performances contained herein and Exhibits A and B which are attached hereto and incorporated herein,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GENERAL

1.1 The STATE shall contribute a maximum amount of Three Hundred Six Thousand Six Hundred Seventy Three Dollars and Fifty One Cents (\$306,673.51) toward the Work, as shown on Exhibit A, to be performed by the CITY as part of the CITY PROJECT. The CITY agrees to construct an overlay of HMA ½ Inch PG 64-22, and other associated work on SR 164, Muckleshoot Plaza to SE Dogwood Street SE, M.P. 1.91 to M.P.2.28, as provided for in Exhibits A and B. Should bids come in higher than the anticipated estimate to complete the Work, including contingency, exceeding the amount identified in Exhibit B, and upon the CITY's determination of a responsive and responsible bid, the STATE shall indicate if it intends to provide the additional

funds required to complete the Work, based on the actual bid amounts and estimated costs for construction engineering. Should the STATE choose not to fund the additional costs, the CITY shall remove this Work from the contract, and the STATE will be responsible for completing the Work in its sole discretion, but at no cost to the CITY. Should the STATE choose to fund the additional costs, an amendment to this Agreement shall be executed prior to the start of the Work identified in this Agreement. Any changes requested by the STATE to the Work that result in additional costs to the CITY shall be provided for in an amendment to this Agreement.

1.2 The Parties agree that the CITY shall submit to the STATE for review and approval only those documents pertaining to the Work to be performed under this Agreement and that the STATE's review and approval of those documents shall be governed by the processes provided for in the STATE's Local Agency Guidelines (LAG) Manual (M36-63), which is incorporated herein as if attached.

1.3 The CITY agrees that it shall comply with Federal regulations for asphalt testing and administer the CITY Work in accordance with the STATE's LAG Manual.

The Parties acknowledge that this Agreement does not contain funding for the STATE's actual direct and related indirect costs for qualified asphalt testing. If the CITY elects to use the STATE to perform qualified asphalt testing, it is the intent of the Parties that they will enter into a separate agreement for payment of such costs incurred by the STATE.

2. PAYMENT

2.1 The STATE agrees to reimburse the CITY the actual direct and related indirect costs associated with performance of the Work in an amount not to exceed Three Hundred Six Thousand Six Hundred Seventy Three Dollars and Fifty One Cents (\$306,673.51). The cost estimate breakdown of the Work is in Exhibit B.

2.2 The CITY understands and agrees that Three Hundred Six Thousand Six Hundred Seventy Three Dollars and Fifty One Cents (\$306,673.51) is federally-funded and is the maximum amount that the STATE will reimburse for the Work to be performed by the CITY. The CITY shall be solely responsible for all Work costs that exceed this amount, unless the Parties implement Sections 1.1 or 4.2.

2.3 Upon completion of the Work, the CITY shall submit one inclusive first and final itemized invoice to the STATE's representative, **Chris Damitio, PE, 460 Stuart Road, Burlington WA 98226**, for the actual direct and related indirect costs associated with performance of the Work not to exceed Three Hundred Six Thousand Six Hundred Seventy Three Dollars and Fifty One Cents (\$306,673.51), unless otherwise modified pursuant to Section 1.1. The STATE shall provide payment in full within thirty (30) calendar days upon receipt of the itemized invoice. The invoice shall be clearly labeled "First and Final." If the STATE objects to all or any portion of the invoice, the STATE shall notify the CITY within twenty (20) calendar days after receipt of the CITY invoice. If only a portion of the invoice is disputed, the STATE agrees to pay the undisputed portion of the invoice. The Parties shall immediately make every effort to settle the disputed portion of the invoice.

2.4 The CITY understands and agrees that the itemized invoice shall be delivered to the STATE no later than on or before January 1, 2016. 7

3. MAINTENANCE AND OPERATIONS

3.1 The CITY agrees that it shall be solely responsible for all maintenance and operations for the roadway surface within that portion of SR 164, Muckleshoot Plaza to Dogwood Street SE" M.P. 1.91 to M.P.2.28 that is used for state highway purposes, from the date of execution of this Agreement until the STATE accepts the CITY Work, as provided in Section 10.

4. CITY DEFAULT

4.1 Should the CITY default on the terms of this Agreement, the STATE may, but is not obligated to, assume responsibility for and perform the Work.

4.2 In the event it is determined that the CITY does not have sufficient funds to complete the Work as required by Section 2.2, the STATE and the CITY shall negotiate to determine the future of the Work. If it is determined that the Work cannot proceed, the Work shall be brought to a level that is safe for public use and the Parties will terminate this Agreement. In the event the Work is terminated, Section 5 shall apply to that portion of the Work completed up to the time of termination that has been accepted by the STATE in accordance with Section 10. The CITY agrees to and shall pay all costs associated with termination of or negotiation of change orders affecting the Work affecting the CITY's construction contract with its contractor, including contractor claims.

4.3 The CITY agrees to reimburse the STATE for any default by the CITY and/or its contractor that results in the STATE having to correct the Work for any reason. The CITY agrees to reimburse the STATE for all direct and related indirect costs associated with said corrective Work within thirty (30) calendar days from receipt of detailed invoice.

5. TERMINATION

5.1 This Agreement shall terminate, except as otherwise provided herein, when the Work is completed, the Work has been accepted by the STATE, and payment is received. Neither the STATE nor the CITY may request termination of this Agreement without the concurrence of the other Party. Termination shall be in writing and signed by both Parties.

6. NOTICE

6.1 All communications regarding this Agreement shall be sent to the Parties at the addresses listed below, or at such other address as given pursuant to this Section, and shall be effective three days after the date of the communication.

City of Auburn
Attention: Jacob Sweeting, P. E.
City Project Engineer
25 West Main Street
Auburn WA, 98001

Washington State Department of Transportation
Attention: Chris Damitio, P.E.
Project Engineer
460 Stuart Road
Bellingham, WA 98226
360.788.7403
DAMITIC@wsdot.wa.gov

7. TERM OF AGREEMENT

7.1 This Agreement shall begin on the date this Agreement is entered into and terminate upon completion of all obligations by the Parties pursuant to the provisions of this Agreement. Termination, pursuant to Section 5, shall not relieve the Parties of their respective obligations up to the date of termination.

8. AUDIT and RECORDS

8.1 During construction of the CITY Work and for a period of not less than six (6) years from the date of final payment by the STATE, the records and accounts pertaining to the Work shall be maintained and made available by the CITY for inspection and audit by the STATE and federal government and for use in the event of any litigation, claim or other necessary purpose.

9. INDEMNIFICATION

9.1 The CITY shall protect, defend, indemnify, and hold harmless the STATE, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from the CITY's construction, operation and/or maintenance of the CITY PROJECT and the Work to be performed pursuant to the provisions of this Agreement. The CITY will not be required to indemnify, defend or save harmless the STATE if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the STATE. Where such claims, suits, or actions result from the concurrent negligence of both Parties, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

9.2 The indemnification shall survive the termination of this Agreement.

10. WORK ACCEPTANCE

10.1 Prior to STATE's acceptance of the CITY PROJECT, the CITY and the STATE will perform a joint final inspection of the Work performed by the CITY. The STATE agrees, upon satisfactory completion of the Work and a receipt of a Notice of Physical Completion of the Work, as determined by the CITY, to deliver a letter of acceptance to the CITY for the Work performed by the CITY. The letter of acceptance shall not waive any potential claims against the CITY and its contractor for defective work or materials. The STATE reserves the right to require the CITY to

remedy any and all Work deficiencies related to defective Work or materials brought within one year of the CITY's acceptance of the CITY PROJECT.

10.2 The STATE may reasonably withhold acceptance of the Work by submitting written notification to the CITY within sixty (60) calendar days following final inspection of the Work. This notification shall include specific reason(s) for withholding the acceptance.

10.3 If a letter of acceptance is not received by the CITY within sixty (60) calendar days following the joint final inspection, the Work shall be considered accepted by the STATE, but such acceptance shall not act to release the CITY from or waive any right or claim of the STATE for defective work or materials brought within one year of the CITY's acceptance of the CITY PROJECT.

11. AMENDMENT

11.1 This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

12. ASSIGNMENT

12.1 Neither Party to this Agreement shall transfer or assign any right or obligation hereunder without the prior written consent of the other Party.

13. DISPUTE RESOLUTION

13.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: The CITY and the STATE shall each appoint a member to a disputes resolution board (Board). These two members shall then select a mutually agreeable third member, not affiliated with either Party to be part of the Board. The Board shall review all pertinent facts, data, contentions, and so forth to make a non-binding determination within thirty (30) calendar days of such referral. The Parties shall be responsible for their own costs, including attorney fees, and shall share equally the costs of the third Board member.

14. SEVERABILITY

14.1 Should any part, term or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected, and the same shall continue in full force and effect.

15. VENUE

15.1 This Agreement shall be interpreted in accordance with the laws of the state of Washington. In the event either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the STATE and the CITY agree that the Superior Court of Thurston County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement. Further, the Parties agree that each will be solely responsible for payment of its own attorney fees, witness fees, and costs.

16. WAIVER

16.1 A waiver of any breach by either Party shall not constitute a waiver of any subsequent breach. All waivers must be in written form.

17. AUTHORIZED SIGNATURES

17.1 By their signatures below each Party represents that they have taken all necessary steps and are fully authorized to sign for and on behalf of the named principal above.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the Party's date last signed below.

CITY OF Auburn

Nancy Backus
Mayor

Date

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION



Todd Harrison, P.E.
Assistant Regional Administrator

1/16/15

Date

APPROVED AS TO FORM:

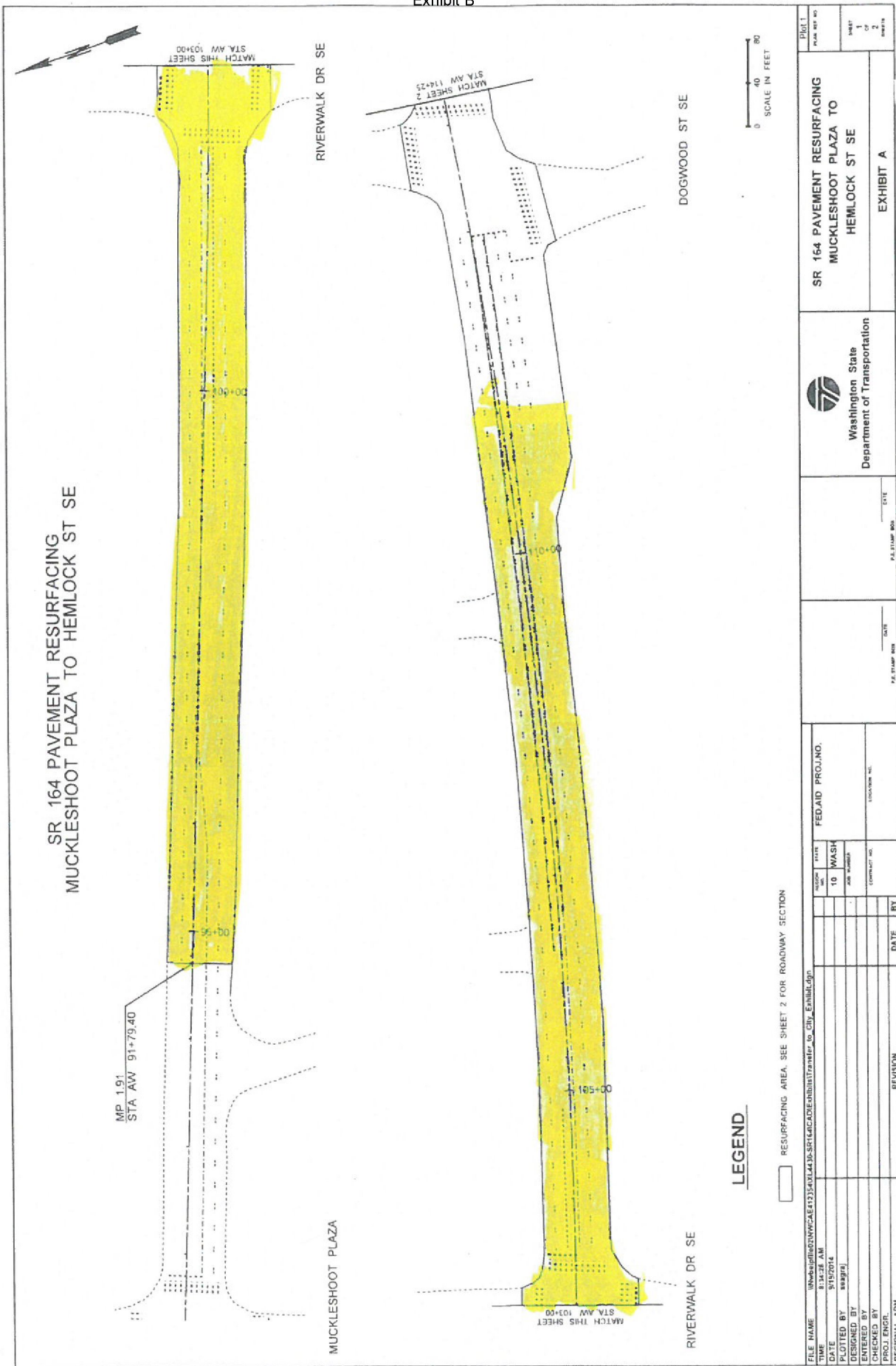
City Attorney

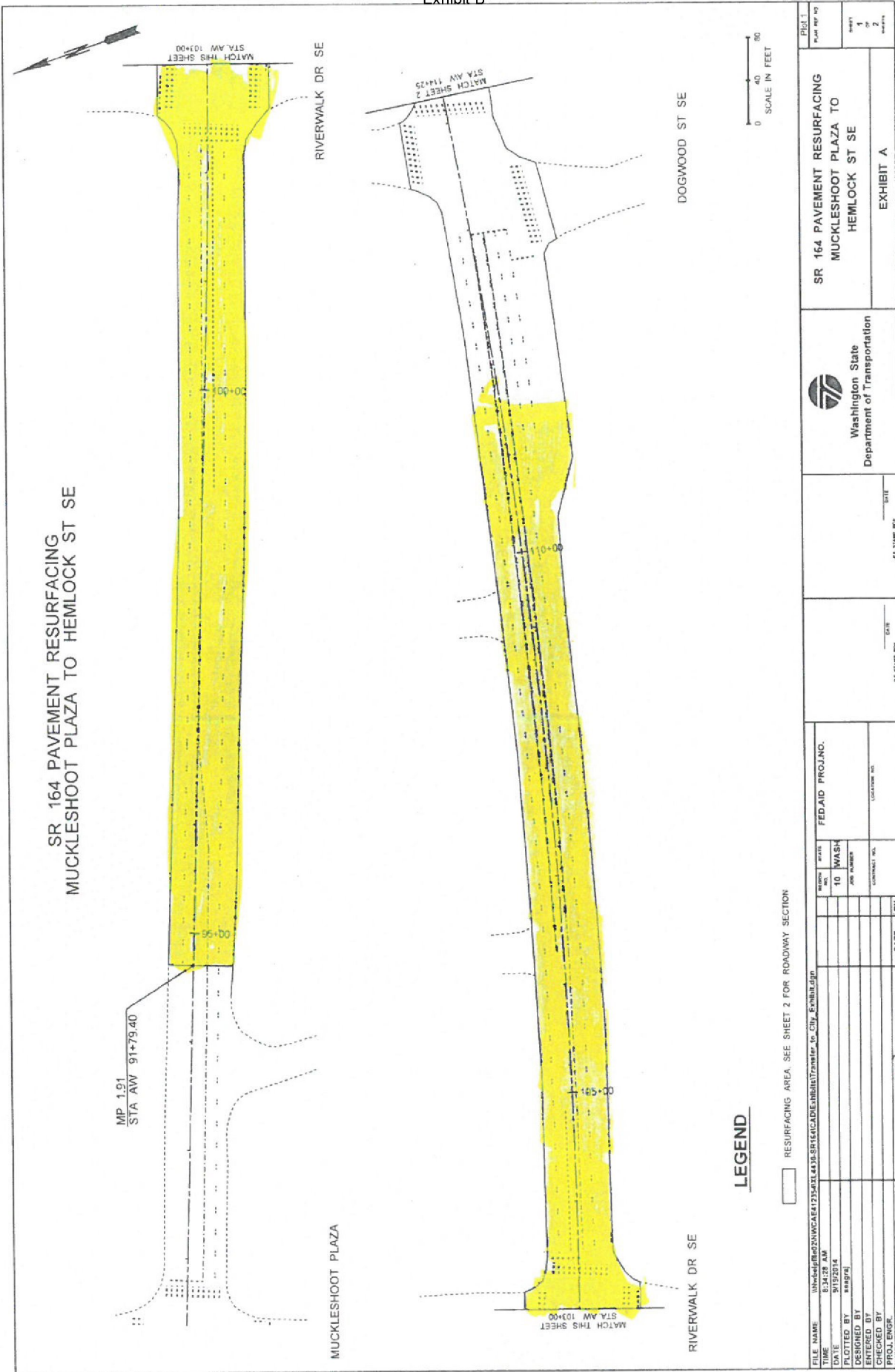
Date

APPROVED AS TO FORM:

Ann E. Salay, Assistant Attorney General

Date





SR164 Muckleshoot Plaza to 408th St - Paver (Transfer to COA)
MP 1.91 to 2.55 - Including ADA at Dogwood
Developed By: Jonathan Seagrave
Checked By: Jason Koreski
Updated: 10/27/14

Item No.	Std. No.	Work Item	Unit Price	Unit	Qty	Amount	% of Total
Preparation							
1	0100	Removing Cement Conc. Sidewalk	\$25	SY	60	\$1,500.00	0.43%
2	0108	Removing Cement Conc. Curb and Gutter	\$20	LF	90	\$1,800.00	0.52%
3	0208	Removing Raised Pavement Marker	\$100	HD	9	\$900	0.26%
Grading							
4	332	Pavement Repair Excavation Incl. Haul	\$30	SY	90	\$2,700	0.78%
Structure							
5	4025	Gravel Backfill for Wall	\$20	CY	4	\$80.00	0.02%
Surfacing							
6	5100	Crushed Surfacing Base Course	\$50	TON	4	\$200.00	0.06%
Liquid Asphalt							
7	5334	Anti-Stripping Additive	\$1	EST	2,130	\$2,130	0.62%
Hot Mix Asphalt							
8	5711	Planing Bituminous Pavement	\$6	SY	4,500	\$27,000	7.80%
9	5767	HMA Cl. 1/2 IN. PG 64-22	\$80	Ton	2,130	\$170,400	49.23%
10	5739	HMA for Pavement Repair CL. 1/2 IN. PG 64-22	\$100	Ton	28	\$2,800	0.81%
11	5830	Job Mix Compliance	\$1	Calc.	5,112	\$5,112	1.48%
12	5835	Compaction Price Adjustment	\$1	Calc.	3,070	\$3,070	0.89%
13	5837	Asphalt Cost Price Adjustment	\$1	Calc.	2,556	\$2,556	0.74%
Erosion Control							
14	6403	ESC Lead	\$100	DAY	5	\$500	0.14%
15	6471	Inlet Protection	\$50	EACH	14	\$700	0.20%
16	6490	Erosion / Water Pollution Control	\$2,000	DOL	1	\$2,000	0.58%
Traffic							
17	6809	Profiled Plastic Line	\$1	LF	12,305	\$12,305	3.56%
18	6833	Plastic Traffic Arrow	\$160	EA	29	\$4,640	1.34%
19	6857	Plastic Crosswalk Line	\$10	SF	1,280	\$12,800	3.70%
20	6859	Plastic Stop Line	\$10	LF	156	\$1,560	0.45%
21	6871	Plastic Traffic Letter	\$80	EA	40	\$3,200	0.92%
22	6884	Raised Pavement Marker Type 2	\$500	HD	9	\$4,500	1.30%
23	6888	Temporary Pavement Marking	\$1	LF	12,305	\$12,305	3.56%
24	6971	Project Temporary Traffic Control	\$17,200	LS	1	\$17,200	4.97%
Other							
25	3080	Adjust Manhole	\$500	EACH	11	\$5,500.00	1.59%
26	3100	Adjust Catch Basin	\$500	EACH	14	\$7,000.00	2.02%
27	6243	Adjust Valve Box	\$275	EACH	13	\$3,575.00	1.03%
28	xxxx	Traffic Loop Replacement	\$800	EACH	18	\$14,400.00	4.16%
29	7006	Structure Ex. Incl. Haul	\$50	CY	9	\$450.00	0.13%
30	7055	Cement Conc. Sidewalk	\$25	SY	10	\$250.00	0.07%
31	7058	Cement Conc. Curb Ramp Type ____	\$2,575	EACH	5	\$12,875.00	3.72%
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