City Clerk's Office
Records Management

CONTRACTS & AGREEMENTS
ECM INDEX DATA

INTRLOC_00 — File Location

WA ST MILITARY DEPT — Vendor Name

WA ST MILITARY DEPT
9/15/2011

Document Type:	Interlocal New
Vendor Name:	WA ST MILITARY DEPT
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Effect Date:	9/1/2008
Term Date:	9/15/2011
CR#:	43773
Related CR#:	
Ordinance:	
Resolution:	7830
Leg Date:	12/1/2008
Vendor #:	74109
Description:	UASI (URBAN AREA SECURITY INITIATIVE) GRANT FUNDS FOR NORCOM/UASI GRANT COORDINATOR/COMMUNITY PREPAREDNESS & MANAGEMENT/ADMINISTRATION

INTRLOC_00
INTERLOCAL AGREEMENTS
12/31/2099

Notes:

Jul 15, 2011 FSU: M JDE: N/A SI: M ECM: M

CR# 43773 01·29·09 09·089
Res 7830

Washington State Military Department
CONTRACT FACE SHEET

1. Contractor Name and Address: **City of Bellevue** **Post Office Box 90012** **Bellevue, Washington 98009**	2. Contract Amount: **$1,764,344**	3. Contract Number **E09-126**
4. Contractor's Contact Person, phone number: **Rebecca Clark (425) 452-4109**	5. Contract Start Date: **September 1, 2008**	6. Contract End Date: **July 31, 2011**
7. MD Program Manager/phone number: **Sheryl Jardine (253) 512-7469**	8. State Business License #: **NA**	9. UBI # (state revenue): **179-016-746**

10. Funding Authority:
Washington State Military Department (Department) and the **U.S. Department of Homeland Security** (DHS)

11. *Funding Source Agreement #:* **2008-GE-T8-0038**	12. *Program Index # & OBJ/SUB-OJ* **783UA, 783UP, 783UQ, 783UT, 783UX**	13. *CFDA # & Title:* **97.067**	14. *TIN or SSN:* **91-6007020**

15. *Service Districts:* (BY LEG DIST) **41** (BY CONG DIST): **8**	16. *Service Area by County(ies):* **King County**	17. Women/Minority-Owned, State Certified?: X N/A ☐ NO ☐ YES, OMWBE #_____

18. Contract Classification:
☐ Personal Services ☐ Client Services X Public/Local Gov't
☐ Collaborative Research ☐ A/E ☐ Other_____

19. Contract Type (check all that apply):
X Contract ☐ Grant ☐ Agreement
☐ Intergovernmental (RCW 39.34) ☐ Interagency

20. Contractor Selection Process:
X *"To all who apply & qualify"* ☐ *Competitive Bidding*
☐ Sole Source ☐ A/E RCW ☐ N/A
☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐NO _____

21. Contractor Type (check all that apply)
☐ *Private Organization/Individual* ☐ For-Profit
X Public Organization/Jurisdiction X Non-Profit
☐ VENDOR X SUBRECIPIENT ☐ OTHER

22. BRIEF DESCRIPTION:
The U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) is providing funds to the state and the specified urban area of the City of Seattle, City of Bellevue, King County, Snohomish County, and Pierce County to enhance their capacity to prevent terrorist attacks involving CBRNE devices and to meet the unique needs of high urban threat areas through the FFY 08 Urban Area Security Initiative Program (UASI).

IN WITNESS WHEREOF, the Department and Contractor acknowledge and accept the terms of this contract and attachments hereto and have executed this contract as of the date and year written below. This Contract Face Sheet, Special Terms and Conditions, General Terms and Conditions, Statement of Work, and Budget govern the rights and obligations of both parties to this contract.

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

(a) **Applicable Federal and State Statutes and Regulations**
(b) ***Statement of Work***
(c) **Special Terms and Conditions**
(d) **General Terms and Conditions, and if attached,**
(e) **any other provisions of the contract incorporated by reference.**

This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

WHEREAS, the parties hereto have executed this contract on the day and year last specified below.

FOR THE DEPARTMENT:	FOR THE CONTRACTOR:
James M. Mullen 12-15-08 Signature Date James M. Mullen, Director Emergency Management Division Washington State Military Department	Brad Miyake 12/10/08 Signature Date Brad Miyake, Deputy City Manager for City of Bellevue
APPROVED AS TO FORM: Sara J. Finlay (signature on file) 9/12/2007 Assistant Attorney General	

Form 10/27/00 kdb

SPECIAL TERMS AND CONDITIONS

ARTICLE I -- COMPENSATION SCHEDULE:

This is a fixed price, reimbursement contract. Within the total contract amount, travel, subcontracts, 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 contract. Any travel or subsistence reimbursement allowed under the contract shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended and in agreement with federal rates. Receipts and/or backup documentation for any approved budget line items including travel related expenses that are authorized under this contract must be maintained by the Contractor and be made available upon request by the Military Department.

Cumulative changes to budget categories in excess of 10% of the contract award will not be reimbursed without the prior written authorization from the Department. Budget categories are as specified or defined in the budget sheet of the contract.

ARTICLE II -- REPORTS:

In addition to the reports as may be required elsewhere in this contract, the Contractor shall prepare and submit the following reports to the Department's Key Personnel:

Financial	#/Copies	Due Date
Invoices	1	**Within 30 days after the end of the period in which the work was performed**

Invoices must be submitted no more often than monthly, but at least quarterly. Failure to submit invoices in a timely manner will cause the Department to hold all requests for equipment approval until invoices are submitted.

Final Invoice (shall not exceed overall contract amount)	**1**	**No later than 45 day following the contract end date**

Technical	#/Copies	Due Date
Bi-Annual Progress Report	**Electronic**	**January 15 and July 15** of each year of the contract performance period
Close Out Report	**Electronic**	**No later than 45 day following the contract end date**
NIMS Compliance Progress Reports	**Electronic**	**September 30** of each year of the contract performance period

Failure to meet all of the reporting and invoicing deadlines will prohibit the Contractor from being reimbursed and will prevent vetting of equipment requests while contract requirements are outstanding.

All contract work must end on the contract end date, including receipt of supplies and equipment, however the Contractor has up to **45** days after the contract end date to submit all final reports, invoices, and/or deliverables.

ARTICLE III -- KEY PERSONNEL:

The individuals listed below shall be considered key personnel. Any substitution must be made by written notification to the Military Department.

CONTRACTOR:	MILITARY DEPARTMENT:
Chief Warren Merritt	**Sheryl Jardine**

ARTICLE IV -- ADMINISTRATIVE REQUIREMENTS:

The Contractor shall comply with all financial and procurement guidance, including competitive processes and other procurement requirements, to include but not limited to: Office of Management and Budget (OMB) Circulars, A-87 (Cost Principles for State, local and Indian Tribal Governments), A-102 (Grants and Cooperative Agreements with State and Local Governments), A-122 (Cost Principles for Non-Profit Organizations), A-133 (Audits of States, Local Governments, and Non-Profit Organizations), The Federal Emergency Management Agency's codified regulations, 44 Code of Federal Regulations (CFR), and the U.S. Department of Homeland Security's Financial Management Guide. Local and state procurement and contracting regulations take precedence over these requirements when local and state regulations are more stringent.

ARTICLE V -- ADDITIONAL SPECIAL CONDITIONS AND MODIFICATION TO GENERAL CONDITIONS:

1. Funds are provided by the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) solely for the purpose of enhancing the capability of state and local units of government to prepare for, prevent, deter, respond to, and recover from catastrophic incidents resulting from man-made and natural events. The Contractor shall use the funds to perform tasks as described in the Statement of Work and Budget portions of this contract.
2. Grant funds may not be used to replace or supplant existing funding.
3. The Contractor will provide a match of **$0** of non-federal origin.
4. The Contractor acknowledges that since this contract involves federal funding, the period of performance described herein will likely begin prior to the availability of appropriated federal funds. The Contractor 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 contract prior to distribution of appropriated federal funds.

   The Contractor 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.*
5. The Contractor agrees that to receive any federal preparedness funding, all National Incident Management System (NIMS) compliance requirements outlined in applicable grant guidance must be met.

ARTICLE VI – PROCUREMENT AND FINANCIAL MANAGEMENT:

1. All sole source contracts over $100,000 must be reviewed and approved by the Department prior to execution of a contract. This requirement must be passed on to all of the Contractor's subcontractors, at which point the Contractor will be responsible for reviewing and approving their subcontractors' sole source justifications.
2. All contracts with individual consultants that are not competitively bid, and where the consultant will be charging an excess of $450 per day (excluding travel and subsistence) must be approved by the Department before the contract is executed. This requirement must be passed on to all of the Contractor's subcontractors, at which point the Contractor will be responsible for reviewing and approving their subcontractors' contract.
3. No costs will be reimbursed in advance of their being incurred by the Contractor.
4. *No costs will be reimbursed until the items have been received by the Contractor and invoiced by the* vendor.
5. Each A-19 will be accompanied by a spreadsheet detailing the expenditures. Related financial documents and invoices must be kept on file by the Contractor and be made available upon request to the Department, and local, state, or federal auditors.
6. Requests for reimbursement of equipment purchases will include a copy of the vendor's invoice and packing slip or a statement **signed and dated** by the Contractor'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. No travel or subsistence costs, including lodging and meals, reimbursed with federal funds may exceed federal maximum rates which can be found at http://www.gsa.gov.

ARTICLE VII – EQUIPMENT MANAGEMENT:

1. The Contractor or a Subcontractor shall submit all proposed equipment purchases to the Committee on Homeland Security, Subcommittee on Equipment to ensure that the requested equipment is on the Authorized Equipment List, is aligned with the statewide equipment purchasing strategy, and meets all statewide interoperability and standardization requirements. No reimbursement for equipment costs will occur until the appropriate approvals have been obtained.
2. The Contractor or Subcontractor shall ensure full compliance with FEMA's Environmental and Historic Preservation (EHP) Program requirements as outlined in the applicable grant guidance
3. All equipment purchased under this contract, by the Contractor or a subcontractor, will be recorded and maintained in the Contractor's equipment inventory system, unless specific de-obligated funds are contracted directly between a county, or other entity, and the State, in which case the contracted county maintains the equipment records.
4. Upon successful completion of the terms of this contract, all equipment purchased through this contract will be owned by the Contractor, or a recognized subcontractor/subgrantee for which a contract, subgrant agreement, or other means of legal transfer of ownership is in place.
5. The Contractor, or a recognized subcontractor/subgrantee, shall be responsible for any and all operation and maintenance expenses and for the safe operation of their equipment including all questions of liability.
6. The Contractor shall maintain equipment records that include: a description of the equipment; 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 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 equipment.
7. Records for equipment shall be retained by the Contractor 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 Contractor until all litigations, claims, or audit findings involving the records have been resolved.
8. For the purpose of inventory and disposal of equipment purchased under this contract the 44 CFR Section 13.3 definition of equipment will be used. It defines equipment as a tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. This definition will be used for equipment purchased with contract funds, unless local or state regulations are more restrictive.
9. The Contractor shall take a physical inventory of the equipment and reconcile the results with the equipment 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 Contractor to determine the cause of the difference. The Contractor shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
10. The Contractor shall develop a control system to ensure adequate safeguards to prevent loss, damage, unauthorized use and theft of equipment, to include small and attractive items. Any loss, damage or theft shall be investigated and a report generated.
11. The Contractor will develop adequate maintenance procedures to keep the equipment in good condition.
12. If the Contractor is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return.
13. 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 Contractor 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 Contractor shall compensate the Federal-sponsoring agency for its share.

14. As subgrantees of federal funds, the Contractor must pass on equipment management requirements that meet or exceed the requirements outlined above for all subcontractors, consultants, and subgrantees who receive pass-through funding from this contract.

ARTICLE VIII – SUBRECIPIENT MONITORING

The Department will monitor the activities and equipment acquisition of the Contractor from award to closeout and for the life of equipment purchased under this contract. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations.

Monitoring activities may include:

- review of performance reports and documentation of contract deliverables completion;
- documentation of phone calls, meetings, e-mails and correspondence;
- review of reimbursement requests to ensure allowability and consistency with contract budget and contract deliverables;
- observation and documentation of contract related activities, such as planning, exercises, training, funded events and equipment demonstrations;
- 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.

As a subgrantee of federal funds, the Contractor is required to meet or exceed the monitoring activities, as outlined above, for all subcontractors, consultants, and subgrantees who receive pass-through funding from this contract.

Washington Military Department
GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS**

As used throughout this contract, the following terms shall have the meaning set forth below:

a. "**Department**" shall mean the Washington 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. "**Contractor**" shall mean that firm, organization, group, individual, or other entity performing services under this contract, and shall include all employees of the Contractor. It shall include any subcontractor retained by the prime Contractor as permitted under the terms of this contract. "Contractor" shall be further defined as one or the other of the following and so indicated on face sheet of the contract.

1) "***Subrecipient***" shall mean a contractor that operates a federal or state assistance program for which it receives federal funds and which has the authority to determine both the services rendered and disposition of program funds.

2) "***Vendor***" shall mean a contractor that agrees to provide the amount and kind of service or activity requested by the Department and that agrees to provide goods or services to be utilized by the Department.

c. "**Subcontractor**" shall mean one, not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

d. "**Recipient**"– a nonfederal entity that expends federal awards received directly from a federal awarding agency to carry out a federal program.

e. "**Pass-Through Entity**" means the Washington State Military Department as it is applied to this contract. As found in SAAM 50.30.30 – "A nonfederal entity that provides a federal award to a subrecipient to carry out a federal program."

f. **"Nonfederal Entity"** is defined as a state local government or nonprofit organization (as defined in federal Circular A-133).

g. "**Cognizant State Agency**" shall mean a state agency that has assumed the responsibility of implementing single audit requirements and coordinating audit follow-up for a particular grantee by virtue of providing the majority of federal assistance. If funds are received from more than one state agency, the cognizant state agency shall be the agency who contributes the largest portion of federal financial assistance to the subrecipient unless the designation has been reassigned to a different state agency by mutual agreement.

h. **"Federal Financial Assistance"** – Assistance that nonfederal entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations or other assistance. It does not include amounts received for provision of vendor services to federal agencies or reimbursement for services rendered directly to individuals.

i. "**Grant**" - For the purposes herein, the term "grant" may be used to mean "contracts" or "grants" or "agreements".

j. "**CFDA Number**" – The five-digit number assigned to a federal assistance program in the federal Catalog of Federal Domestic Assistance (CFDA) or, in the absence of a catalog defined number, the number defined by instructions from the federal audit clearinghouse.

k. "**CFR**" – Code of Federal Regulations

l. "**OMB**" – Office of Management and Budget

m. "**RCW**" - Revised Code of Washington

n "**WAC**" - Washington Administrative Code.

2. **SUBRECIPIENT MONITORING**

a. The Department, as a Recipient and/or Pass-Through Entity, receives federal financial assistance under federal programs and is charged with maintaining compliance with federal and state laws and regulations regarding the monitoring, documentation, and monitoring of subrecipient grant activities using federal financial assistance. Management and implementation guidelines for the federal programs ensure compliance with statutes, grant guidelines, the sub-award agreement, Office of Management and Budget (OMB) circulars (including OMB Circular A-133), subrecipient audits, and other guidance found in the Federal Register. The Department shall adhere to its Subrecipient Monitoring Policy (Finance Policy 02-006-06) and the Subrecipient Monitoring Procedures (Finance Procedure 02-006-06).

b. The Contractor shall perform under the terms of the contract and the Department has responsibility for reasonable and necessary monitoring of the Contractor's performance. The Department shall conduct contract monitoring activities on a regular basis. Monitoring is defined as any planned, ongoing, or periodic activity that measures and reasonable assurance of contractor compliance with the terms, conditions, and requirements of a contract.

Monitoring involves prudent collection of information about Contractor operations and is not limited to site visits or the completion of formal reviews. Monitoring may include periodic contractor reporting to the Department, Department review of audit reports, invoice reviews, onsite reviews and observations, and surveys. Adequate documentation is essential for effective contract monitoring and will include copies of letters, meeting notes, and records of phone conversations as evidence that conscientious monitoring has occurred during the period of the contract. Subrecipient monitoring will occur throughout the year rather than relying solely on a once-a-year audit. The Contractor agrees to cooperate with all monitoring activities and to comply with reporting requirements.

The Department as the Recipient and/or Pass-Through Entity will conduct on-site visits as appropriate and required by contract for "for-profit" subrecipients, since the A-133 Single Audit does not apply to "for-profit" organizations.

3. **RECORDS, MONITORING AND AUDIT ACCESS**

a. The Contractor shall cooperate with and fully participate in all monitoring or evaluation activities that are pertinent to this contract.

b. Access to public records-The Contractor acknowledges that the Department is subject to the Public Records Act, Chapter 42.56 RCW, and that records prepared, owned, used or retained by the Department relating to the conduct of government or the performance of any governmental or proprietary function are available for public inspection and copying, except as exempt under RCW 42.56 or other statute which exempts or prohibits disclosure of specific information or records.

c. The Contractor shall maintain all books, records, documents, data, and other evidence relating to this contract and the provision of any materials, supplies, services and/or equipment under this contract herein, including, but not limited to, records of accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review and audit by personnel duly authorized by the Department, the Washington State Auditor's Office, and federal officials so authorized by law, rule, regulation, or contract. The Contractor will retain all books, records, documents, and other materials relevant to this contract and make them available for inspection, review or audit for six (6) years from the end date of this contract, date of final payment or conclusion of services performed under this contractor, whichever is later. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

d. Contractor shall provide right of access to its facilities and records to the Department and any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

4. **SINGLE AUDIT ACT REQUIREMENTS (INCLUDING ALL AMENDMENTS)**

Non-federal entities as subrecipients 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 (revised June 27, 2003, effective for fiscal years ending after December 31, 2003). 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 No. A-133. Circular A-133 is available on the OMB Home Page at http://www.omb.gov and then select "Grants Management" followed by "Circulars".

Contractors required to have an audit must ensure the audit is performed in accordance with Generally Accepted Auditing Standards (GAAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General and the OMB Compliance Supplement. The Contractor has the responsibility of notifying the Washington State Auditor's Office and requesting an audit. Costs of the audit may be an allowable grant expenditure.

The Contractor shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor 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 Contractor all disallowed costs resulting from the audit.

Once the single audit has been completed, the Contractor 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 Contractor must send the audit and the letter no later than nine (9) months after the end of the Contractor's fiscal year(s) to:

Accounting Manager
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032

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

The Contractor shall include the above audit requirements in any subcontracts.

5. **RECAPTURE PROVISIONS**

In the event that the Contractor fails to expend funds under this contract in accordance with applicable state and federal laws and/or the provisions of this contract, the Department reserves the right to recapture funds in an amount equivalent to the extent of the noncompliance in addition to any other remedies available at law or in equity.

Such right of recapture shall exist for a period not to exceed six (6) years following contract termination or audit resolution, whichever is later. Repayment by the Contractor of funds under this recapture provision shall occur within 30 days of demand. The Department is required to institute legal proceedings to enforce the recapture provision.

6. **COMPLIANCE WITH APPLICABLE LAW**

The Contractor and all subcontractors shall comply with all applicable federal, state, tribal government, and local laws, regulations, and policies.

This obligation includes, but is not limited to, compliance with Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 C.F.R. § 52.203-5); Public Records Act (RCW 42.56); Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq. and 15 C.F.R. Part 29); Lobbying Restrictions (31 U.S.C. § 1352 and 15 C.F.R. Part 28); and safety and health regulations. The Department is not responsible for advising the Contractor about, or determining the Contractor's compliance with, applicable laws, regulations and policies.

In the event of the Contractor's or a subcontractor's noncompliance or refusal to comply with any applicable law, regulation or policy, the Department may rescind, cancel, or terminate the contract in whole or in part. The Contractor is responsible for any and all costs or liability arising from the Contractor's failure to comply with applicable law, regulation or policy.

7. **NONDISCRIMINATION**
During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

a. Nondiscrimination in Employment: The Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

b. Nondiscrimination laws and policies (such as RCW 49.60, Washington's Law Against Discrimination, and Title VII of the Civil Rights Act).

8. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336**, 42 U.S.C. § 12101 et seq. and 28 C.F.R Part 35 and other implementing regulations. The Contractor 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.

9. **UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)**
The Contractor is encouraged to utilize firms that are certified by the Washington State Office of Minority and Women's Business Enterprises as minority-owned and/or women-owned in carrying out the purposes of this contract.

10. **PUBLICITY**
The Contractor agrees to submit to the Department all advertising and publicity relating to this contract 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 Contractor agrees not to publish or use such advertising and publicity without the prior written consent of the Department.

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 Contractor's responsibilities with respect to services provided under this contract is prohibited except by prior written consent of the Department.

12. **CERTIFICATION REGARDING DEBARMENT SUSPENSION OR INELIGIBILITY**
If federal funds are the basis for this contract, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency. If requested by the Department, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

Further, the Contractor agrees not to enter into any arrangements or contracts related to this grant with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at www.epls.gov.

13. **LIMITATION OF AUTHORITY -- "Authorized Signature"**
The signatories to this contract represent that they have the authority to bind their respective organizations to this contract. Only the assigned Authorized Signature for each party, or the assigned delegate by writing prior to action, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Signature(s).

14. **CONTRACTOR NOT EMPLOYEE – INDEPENDENT STATUS OF CONTRACTOR**
The parties intend that an independent contractor relationship will be created by this contract. The Contractor and/or employees or agents performing under this contract are not employees or agents of the Department in any manner whatsoever, and will not be presented as nor claim to be officers or employees of the Department or of the State of Washington by reason hereof, nor will the Contractor and/or employees or agents performing under this contract make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or of the State of Washington, including, but not limited to, Worker'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 Contractor 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.

If the Contractor is an individual currently employed by a Washington State agency, the Department shall obtain proper approval from the employing agency or institution. A statement of "no conflict of interest" shall be submitted to the Department.

15. **NONASSIGNABILITY**
This contract, the work to be provided under this contract, and any claim arising thereunder, are not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

16. **SUBCONTRACTING**
Neither the Contractor nor any subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the Department. Contractor shall use a competitive process in award of any contracts with subcontractors that are entered into after original contract award. All subcontracts entered into pursuant to this contract shall incorporate this contract in full by reference. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the Department for any breach in the performance of the Contractor's duties. The Military Department may request a copy of any and/or all subcontracts for work being completed under this contract.

17. **CONTRACT MODIFICATIONS**
The Department and the Contractor may, from time to time, request changes to the contract or grant. Any such changes that are mutually agreed upon by the Department and the Contractor shall be incorporated herein by written amendment to this contract. It is mutually agreed and understood that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

18. **SEVERABILITY**
In the event any term or condition of this contract, any provision of any document incorporated by reference, or application of this contract to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this contract which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this contract are declared severable.

19. **ADVANCE PAYMENTS PROHIBITED**
The Department shall make no payments in advance or in anticipation of goods or services to be provided under this contract. Contractor shall not invoice the Department in advance of delivery of such goods or services.

20. **TAXES, FEES AND LICENSES**
Unless otherwise provided in this contract, the Contractor shall pay for and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Contractor or its staff required by statute or regulation that are necessary for contract performance.

21. **TRAVEL AND SUBSISTENCE REIMBURSEMENT**
Unless the contract specifically provides for different rates, any travel or subsistence reimbursement allowed under the contract 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 Contractor may be required to provide to the Department copies of receipts for any travel related expenses other than meals and mileage (example: parking lots that do not provide receipts) that are authorized under this contract.

22. **GOVERNING LAW AND VENUE**
This contract shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this contract shall be the Superior Court of Thurston County, Washington.

23. **HOLD HARMLESS AND INDEMNIFICATION**
Each party to this contract shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, agents, officers, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

24. **WAIVER OF DEFAULT**
Waiver of any default or breach shall not be deemed to be a waiver of any other or subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing signed by The Adjutant General or the Authorized Signature for the Department and attached to the original contract.

25. **DISPUTES**
The parties shall make every effort to resolve disputes arising out of or relating to this contract through discussion and negotiation. Should discussion and negotiation fail to resolve a dispute arising under this contract, the parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by each party and a third representative mutually agreed upon by both parties. The team shall attempt, by majority vote, to resolve the dispute.

Both parties agree that this disputes process shall precede any action in a judicial or quasi-judicial tribunal. Nothing in this section shall preclude the parties from mutually agreeing to a different dispute resolution method in lieu of the procedure outlined above.

26. **ATTORNEY'S FEES**
In the event of litigation or other action brought to enforce contract terms, or alternative dispute resolution process, each party agrees to bear its own attorney's fees and costs.

27. **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 contract and prior to normal completion, the Department may reduce its scope of work and budget or unilaterally terminate all or part of the contract as a "Termination for Cause", without providing the Contractor an opportunity to cure. Alternatively, the parties may renegotiate the terms of this contract under "Contract Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

28. **TERMINATION OR SUSPENSION FOR CAUSE**

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

The Department may notify the Contractor 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 Contractor 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 Contractor's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Contractor an opportunity to cure, the Department shall notify the Contractor 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 contract may be terminated in whole or in part.

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

In the event of termination, the Contractor shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, 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 Contractor: (1) was not in default or material breach, or (2) failure to perform was outside of the Contractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

29. **TERMINATION FOR CONVENIENCE**

Notwithstanding any provisions of this contract, the Contractor may terminate this contract by providing written notice of such termination to the Department's Key Personnel identified in the contract, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this contract, the Department, in its sole discretion and in the best interests of the State of Washington, may terminate this contract in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the Contractor. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds. In the event of termination, the Contractor 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.

30. **TERMINATION PROCEDURES**

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

If the termination is for convenience, the Department shall pay to the Contractor 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 contract termination, and the amount agreed upon by the Contractor 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 contract. 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 Contractor for termination. The Department may withhold from any amounts due the Contractor 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 contract 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 Contractor shall:

a. Stop work under the contract on the date, and to the extent specified, in the notice;

b. Place no further orders or subcontracts for materials, services, supplies, equipment and/or facilities in relation to this contract except as may be necessary for completion of such portion of the work under the contract 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 Contractor under the orders and subcontracts 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 subcontracts;

d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, 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 contract 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 contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.

AAG Approved 9/12/2007

Statement of Work
FFY 2008 Urban Area Security Initiative Program

The Washington State Military Department Emergency Management Division's (EMD) Homeland Security Section is responsible for programs designed to prepare and improve the State's ability to respond to a Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) attack. Through the FFY08 UASI Grant Program the Department is providing funds to enhance the capability of state and local units of government to prevent, deter, respond to, and recover from incidents of terrorism. The FFY08 grant guidance also provides funding for planning, training, and exercise activities related to catastrophic events, when the benefit to terrorism preparedness can be justified.

Through the FFY08 UASI Grant Program the Office for Domestic Preparedness (ODP) is providing funds to meet the unique equipment, exercise, training, planning, and administration needs of the ODP defined urban area, the City of Seattle, the City of Bellevue, Pierce, King, and Snohomish counties.

The **City of Bellevue** (herein known as the Contractor) agrees to the following tasks.

GENERAL PROGRAM REQUIREMENTS:

1. Work closely with the identified Urban Area Work Group (UAWG) to update and refine a strategy and subsequent budget for the use of these funds. The implementation of the projects or activities associated with these funds will be coordinated with the identified urban area, cities, and tribal governments located within the established urban area as determined by the Urban Area Security Homeland Security Assessment and Strategy.
2. Coordinate all planning activities and funding decisions through the established Seattle UASI Core Group. The Core Group will make all final recommendations to the State Administrating Agency.
3. Activities under this contract must have a clear correlation to the goals, objectives, and priorities identified in the Washington State Strategic Plan, the Urban Area Strategy, and corresponding Investment Justifications submitted in the FFY08 grant application.
4. Plan and implement planning, training, exercise, equipment, and management & administration activities in accordance with the FFY08 Homeland Security Grant Program Guidance, which can be found at http://www.ojp.usdoj.gov/odp/grants_programs.htm, as well as all subsequent policy changes.
5. Ensure that all subcontractors and subgrantees are in compliance with the FFY08 Homeland Security Grant Program Guidance through monitoring of expenditures and periodic reviews of activities.
6. Submit a Bi-Annual Strategy Implementation Report (BSIR), via the web-based Grant Reporting Tool at https://www.reporting.odp.dhs.gov as required in the contract Milestones.
7. Submit a Bi-Annual Progress Report to the e-mail address hls.reporting@emd.wa.gov as required in the contract Milestones.
8. Submit at a maximum monthly and a minimum quarterly, signed and approved, invoice vouchers (State Form A-19) and a Reimbursement Spreadsheet to the Department for costs incurred.
9. The Contractor will not be reimbursed for personnel costs related to planning, training, exercise and/or equipment activities that exceed $114,455.
10. The Contractor will not be reimbursed for Management and Administrative costs that exceed $52,930 of the total contract award.

CONTRACTOR TASKS:

1. In coordination with other urban area partners continue development of a public awareness program to address public understanding of how to prepare for and respond to a natural or man-made disaster.
2. Develop an integrated regional computer-aided dispatch, records management, and mobile data system, to include response planning, development of protocols, and purchase of allowable related equipment.

3. Manage and administer the FFY07 UASI Grant Program, as well as act as a project lead for assigned projects.
4. If necessary, hire a Subcontractor to assist in accomplishing the contract tasks.

THE MILITARY DEPARTMENT AGREES TO:

1. Provide technical assistance, expertise, and state coordination with FEMA where necessary.
2. Reimburse the Contractor within 45 days of receipt and approval of requests for reimbursement which includes all documentation of expenditures as required.

MILESTONES
FFY 2008 Urban Area Security Initiative

MILESTONE	TASK
September 1, 2008	Start of contract performance period.
October 2008	Contract Execution.
January 15, 2009	Submission of Bi-annual Progress Report & BISR.
July 15, 2009	Submission of Bi-annual Progress Report & BISR.
January 15, 2010	Submission of Bi-annual Progress Report & BISR.
July 15, 2010	Submission of Bi-annual Progress Report & BISR.
January 15, 2011	Submission of Bi-annual Progress Report & BISR.
July 15, 2011	Submission of Bi-annual Progress Report & BISR.
July 31, 2011	End of contract performance period.
September 15, 2011	Submit all final reports, requests for reimbursement and/or deliverables.

BUDGET SHEET
FFY 2008 Urban Area Security Initiative

PLANNING

Funding Source: 783UP

Sub-Category		
Salaries & Benefits	$	188,955
Consultants/Sub-Contracting	$	-
Goods & Services	$	22,000
Travel & Per Diem	$	3,500
Pass Thru	$	-
Other-Indirect	$	-
Total	$	214,455

TRAINING

Funding Source: 783UT

Sub-Category		
Salaries & Benefits	$	-
Overtime	$	-
Consultants/Sub-Contracting	$	-
Goods & Services	$	-
Travel & Per Diem	$	-
Pass Thru	$	-
Other	$	-
Total	$	-

EXERCISE

Funding Source: 783UX

Sub-Category		
Salaries & Benefits	$	-
Overtime	$	-
Consultants/Sub-Contracting	$	-
Goods & Services	$	-
Travel & Per Diem	$	-
Pass Thru	$	-
Other	$	-
Total	$	-

MANAGEMENT & ADMINISTRATION

Funding Source: 783UA

Sub-Category		
Salaries & Benefits	$	43,930
Consultants/Sub-Contracting	$	-
Goods & Services	$	500
Travel & Per Diem	$	6,959
Pass Thru	$	-
Other	$	-
Total	$	51,389

EQUIPMENT

Funding Source: 783UQ

Sub-Category		
	$	-
Other-Indirect	$	-
Equipment	$	1,498,500
Total	$	1,498,500

Total Budget	$	1,764,344

1. Cumulative changes to budget categories in excess of 10% of the contract award will not be reimbursed without prior written authorization from the Department.
2. Federal funds may be used to suppliment existing funds, and will **not replace (supplant)** funds that have been appropriated for the same purpose.
3. The Contractor will not be reimbursed for Management and Administrative costs that exceed **$52,930**
4. The Contractor will not be reimbursed for personnel costs related to planning, training, exercise and equipment activities that exceed **$144,455**

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	DATE SUBMITTED
CITY OF BELLEVUE	DECEMBER 2, 2008
PROJECT DESCRIPTION	**CONTRACT NUMBER**
FFY 08 UASI GRANT FUNDS	E09-126

1. AUTHORIZING AUTHORITY

SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
Brad Miyake	BRAD MIYAKE	DEPUTY CITY MANAGER

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

SIGNATURE	PRINT OR TYPE NAME	TITLE
Brad Miyake	BRAD MIYAKE	DEPUTY CITY MANAGER

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

SIGNATURE	PRINT OR TYPE NAME	TITLE
Mike Eisner	MIKE EISNER	INTERIM FIRE CHIEF
Warren Merritt	WARREN MERRITT	DEPUTY FIRE CHIEF

INSTRUCTIONS FOR SIGNATURE AUTHORIZATION FORM

This form identifies the persons who have the authority to sign contracts, amendments, and requests for reimbursement. It is required for the management of your contract with the Military Department (MD). Please complete all sections. One copy with original signatures is to be sent to MD with the signed contract, and the other should be kept with your copy of the contract.

When a request for reimbursement is received, the signature is checked to verify that it *matches the signature on file.* ***The payment can be delayed if the request is presented without the proper signature.*** It is important that the signatures in MD's files are current. Changes in staffing or responsibilities will require a new signature authorization form.

1. **Authorizing Authority.** Generally, the person(s) signing in this box heads the governing body of the organization, such as the board chair or mayor. In some cases, the chief executive officer may have been delegated this authority.

2. **Authorized to Sign Contracts/Contract Amendments.** The person(s) with this authority should sign in this space. Usually, it is the county commissioner, mayor, executive director, city clerk, etc.

3. **Authorized to Sign Requests for Reimbursement.** Often the executive director, city clerk, treasurer, or administrative assistant have this authority. It is advisable to have more than one person authorized to sign reimbursement requests. **This will help prevent delays in processing a request if one person is temporarily unavailable.**

If you have any questions regarding this form or to request new forms, please call your MD Program Manager.

Washington Military Department Contract Number:

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME		Doing business as (DBA)	
CITY OF BELLEVUE			
ADDRESS	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #: 91-6007020
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered* Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: Brad Miyake Date: 12/10/08

Print Name and Title: BRAD MIYAKE, DEPUTY CITY MANAGER

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

What is "Debarment, Suspension, Ineligibility, and Voluntary Exclusion"?
These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:

- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?
You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?
Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?
The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word "proposal" mean when referred to in this certification?
Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a "lower tier participant"?
Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?
Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

ORIGINAL

2035-RES
11/21/2008

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7830

A RESOLUTION authorizing execution of a Department of Homeland Security (DHS) Subgrant Agreement with the Washington State Military Department to accept grant funds in the amount of $1,764,344 for NORCOM equipment and planning, sustainment of the Urban Area Strategic Initiative (UASI) Grant Coordinator, and enhancing Community Preparedness.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute a Department of Homeland Security (DHS) Subgrant Agreement with the Washington State Military Department to accept grant funds in the amount of $1,764,344 for NORCOM equipment and planning, sustainment of the Urban Area Strategic Initiative (UASI) Grant Coordinator, and enhancing Community Preparedness, a copy of which Subgrant Agreement has been given Clerk's Receiving No. 43773.

Passed by the City Council this 1st day of December, 2008, and signed in authentication of its passage this 1st day of December, 2008.

(SEAL)

Grant S. Degginger, Mayor

Attest:

Myrna L. Basich, City Clerk

Resolution 7830
page 2
item 8 (e)

Agenda

p 1 of 6

City Council
Regular Session

MONDAY
December 1, 2008

8:00 – 10:00 p.m.
Council Chambers (1E-126)

			Page
1.	Call to Order		
2.	Roll Call, Flag Salute		
	(Flag Salute led by Cascade District Eagle Scouts)		
	(a) Special Recognition of Presidential Volunteer Award Recipients	CMO Shelly Shellabarger	2-1
3.	Communications: Written and Oral		
	Note: *Three-minute limit per person, or five minutes if representing the official position of a recognized community organization. Maximum of three persons are permitted to speak to each side of any one topic. Additional presentations may be heard at Agenda Item 13, including three additional persons speaking to topics heard at Agenda Item 3.*		
4.	Reports of Community Council, Boards and Commissions		
5.	Report of the City Manager		
6.	Council Business and New Initiatives		
7.	Approval of the Agenda		

City Council meetings are wheelchair accessible. American Sign language (ASL) interpretation is available upon request. Please phone 452-6805 at least 48 hours in advance. Assisted Listening Devices are also available upon request.

City of Bellevue

			Page
8.	Consent Calendar		
	(a) Minutes of November 10, 2008 Extended Study Session Minutes of November 17, 2008 Study Session Minutes of November 17, 2008 Regular Session		8a-1
	(b) Resolution No. 7827 authorizing execution of a professional services agreement with Evergreen Adjustment Service, Inc., in an amount not to exceed $125,000, to provide liability claims adjustment services.	CAO	8-1
	(c) Resolution No. 7828 authorizing execution of a professional services agreement with PricewaterhouseCoopers, LLP, in an amount not to exceed $56,825, to provide actuarial services for the Third Party Liability and Workers' Compensation Programs.	CAO	8-7
	(d) Resolution No. 7829 authorizing execution of the FlexPass agreement with King County and Sound Transit for the purchase and distribution of the annual 2009 FlexPass to City employees.	CIVIC	8-13
**	(e) Resolution No. 7830 authorizing execution of a Department of Homeland Security (DHS) Subgrant Agreement with the Washington State Military Department to accept grant funds in the amount of $1,764,344, for NORCOM equipment and planning, sustainment of the Urban Area Strategic Initiative (UASI) Grant Coordinator, and enhancing Community Preparedness.	FIRE	8-17
	(f) Resolution No. 7831 authorizing execution of a four-year General Services Agreement with SCS Engineers, Inc., in an amount not to exceed $150,960, for operation, maintenance, and monitoring of the Eastgate Property landfill gas extraction system.	PARK	8-23
	(g) Resolution No. 7832 authorizing execution of three contracts with R&R Construction, for a total contract amount not to exceed $135,938.35, for playground	PARK	8-27

			Page
	installation at Hillaire Neighborhood Park, Robinswood Community Park, and Hidden Valley Community Park (CIP Project No. P-R-11).		
(h)	Resolution No. 7833 superseding Resolution No. 7812 and authorizing execution of a five-year lease with an automatic five-year extension with Seattle SMSA Limited Partnership d/b/a Verizon Wireless at Coal Creek Natural Area.	PARK	8-35
(i)	Motion to approve an increase to the construction contract with SLM Construction Bid No. 0230, for an additional amount not to exceed $23,217.18, for services and materials furnished for hidden conditions found during the bulkhead repair project at Newcastle Beach Park (Parks CIP Project No. P-R-11).	PARK	8-41
(j)	Resolution No. 7834 authorizing execution of: 1) An agreement with King County METRO in the amount of $286,000 for the ten-month Phase II Downtown Bellevue Transportation Demand Management (TDM) Market Enhancement Project; and 2) An agreement with the Bellevue Downtown Association (BDA) in the amount of $233,500 for implementation services in support of the ten-month Phase II Downtown Bellevue TDM Market Enhancement Project.	TRAN	8-45
(k)	Motion to award Bid No. 8324, Lake Washington Boulevard Trail Repair, as part of the Major Maintenance Program to Pioneer Excavating, LLC, in the amount of $107,039.10, as lowest responsible and responsive bidder for removal and reconstruction of approximately 310-lineal feet of asphalt surface (CIP Plan No. PW-M-19).	TRAN	8-53
(l)	Resolution No. 7835 authorizing execution of a five-year lease agreement, with an automatic five-year extension, with New Cingular Wireless PCS, LLC at the Woodridge Water Reservoir Site, located at 1843 125th Avenue SE.	UTIL	8-59

			Page
(m)	Resolution No. 7836 authorizing execution of an amendment to a four-year contract with The Purple School, LLC, in the amount of $130,000, for during and after-school foreign language programs offered at Highland Community and Northwest Arts Centers Cultural Arts programs.	PARK	8-65
(n)	Resolution No. 7837 authorizing execution of all documents necessary to: 1) Approve the Acceptance of Merger between Residence East, a Washington Nonprofit Corporation and Alpha Supported Living Services (ASLS), a Washington Nonprofit Corporation organized to provide services for individuals with developmental disabilities; and, 2) To transfer the structure located at 600 124th Avenue NE, from the City to ASLS, as allowed per Section 11 of the initial agreement between the City and Residence East.	PARK	8-69

9. Public Hearings

10. Land Use

(a)	Consideration of the application of Children's Hospital to rezone three parcels at 1500 – 116th Avenue NE from Office (O) and Light Industry (LI) to Medical Institution District Development Area 3 (MIDA 3) without conditions. Applicant's intention is to construct an ambulatory health care center on two of the parcels. File No. 08-128428 LQ. *(Discussed with Council on November 17, 2008.* *This is a Process III application, in which the Hearing Examiner provides a written recommendation to Council, which is the decision-making body. Should Council deny the application, your decision would be appealable to Superior Court.* *The Hearing Examiner recommends Council approval with no conditions.)*	DEV SRVCS Carol Helland Carol Saari	10-1

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Ordinance No. 5844 approving the rezone application of Children's Hospital to rezone three parcels at 1500 116th Avenue Northeast from Office (O) and Light Industry (LI) to Medical Institution District Development Area 3 (MI DA3), without conditions.

11. Other Ordinances, Resolutions and Motions

(a) Ordinance No. 5845 adopting the Human Services Commission's 2009-2010 Human Services funding recommendations and authorizing entering into contracts with local human services agencies in accordance with the recommendations.

PARK
Patrick Foran
Emily Leslie

11-1

(Discussed with Council on October 27, 2008.)

(b) Ordinance No. 5846 regarding development services under the Bellevue City Code; updating fees for applications requiring construction, land use, fire, survey, sign, transportation, utility, and clearing & grade review and inspection services; repealing Ordinance No. 5784.

DEV SRVCS
Mike Brennan
Joe Guinasso

11-25

(Discussed with Council on November 24, 2008.)

(c) Ordinance No. 5847 establishing revised charges for water service, water consumption, and water service for fire protection; repealing Ordinance Nos. 5704 and 5786; and establishing an effective date.

UTIL
Denny Vidmar

11-61

(Discussed with Council on November 17, 2008.)

(d) Ordinance No.5848 establishing revised sewerage service charges; repealing Ordinance Nos. 5705 and 5787; and establishing an effective date.

UTIL
Denny Vidmar

11-73

(Discussed with Council on November 17, 2008.)

(e) Ordinance No. 5849 establishing revised storm and surface water drainage rates and charges for the Storm & Surface Water Utility of the City; repealing Ordinance Nos. 2429, 2577, 3080, 3688, 3980, 4198, 4309, 4456, 4616, 4722, 4947, 5115, and 5706; and

UTIL
Denny Vidmar

11-83

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establishing an effective date.

(Discussed with Council on November 17, 2008.)

(f) Ordinance No. 5850 establishing the amount of property taxes to be levied for the year 2009, the first year of the City of Bellevue's 2009-2010 fiscal biennium. Resolution No. 7838 providing for the banking of levy capacity pursuant to RCW 84.55.092.	FIN Jan Hawn	11-91
(g) Ordinance No. 5851 adopting the 2009-2010 Budget and 2009-2015 Capital Investment Program Plan; setting forth the estimated revenues and appropriations; establishing job classifications and pay ranges; and establishing an effective date.	CMO/FIN Steve Sarkozy/ Jan Hawn	11-99
(h) Issaquah School District Impact Fees Ordinance No. 5852 updating the school impact fee schedule for Issaquah School District No. 411; amending Section 22.18.100 of the Bellevue City Code; providing for severability; and establishing an effective date.	DEV SRVCS Carol Helland Catherine Drews	11-151

(Discussed with Council on November 24, 2008.)

12. Unfinished Business
13. Continued Oral Communications
14. New Business
15. Executive Session
16. Adjournment

* * Quasi-judicial matters are those in which the Councilmembers sit as "judges" to decide issues involving specifically identified property or other rights between individuals or parties. This differs from Council's usual role of acting in a legislative or policy-making capacity.

Item No. 8(e)
December 1, 2008

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT
Resolution No. 7830, authorizing execution of a Department of Homeland Security (DHS) Subgrant Agreement with the Washington State Military Department to accept grant funds in the amount of $1,764,344 for NORCOM equipment and planning, sustainment of the Urban Area Strategic Initiative (UASI) Grant Coordinator, and enhancing community preparedness.

FISCAL IMPACT
Adopting this Resolution will authorize acceptance of $1,764,344 federal DHS grant funds to be received from the State. This is a reimbursement grant from the Emergency Management Division of the Washington State Military Department. There will be no new ongoing maintenance and operations (M&O) costs associated with this expenditure and there are no matching fund requirements for this grant project. These funds will be appropriated with the 2009-2010 Biennial Budget adoption.

STAFF CONTACTS

Mike Eisner, Interim Fire Chief	452-6896
Warren Merritt, Deputy Chief	452-2016
Fire Department	

POLICY CONSIDERATION
Should the City of Bellevue sign an agreement to accept homeland security funds that would reimburse the City for expenditures to improve preparedness and response capabilities?

BACKGROUND
The availability of grant funding increased significantly following the terrorist attacks on September 11, 2001. The UASI program is at the discretion of the Secretary of Homeland Security through which the federal government allocates funds to the Urban Areas considered most at risk. Funds pass from the federal government to states that contain risk in urban areas. Each state must pass through at least 80% of the funds directly to the Urban Area for which they are designated, while spending the remaining 20% of the funds on projects that benefit the same. The UASI core group comprises of representatives from the City of Seattle, City of Bellevue, King County, Pierce County, Snohomish County, and the Washington State Military Department. By federal mandate, Bellevue received a seat on the Core Group for UASI in 2006 and is part of the decision-making process for funding priorities and allocations. The funds are designed to address the threats posed by terrorist actions, human and natural disasters. Bellevue, as a regional

provider, benefits from the improved preparedness and response capabilities supported by these funds.

Bellevue is rapidly developing a population and building density rivaling Seattle. Bellevue is located on the major Seattle earthquake fault line and it's response zone includes critical infrastructure such as the Olympic Gas Pipeline, three major Interstates/freeways, the Evergreen Point Floating Bridge, major Hospital/Medical Centers (including the only Trauma Center located on the east side of Lake Washington). The businesses and citizens need to be prepared for all types of hazards.

The City submitted three projects for consideration for the FFY08 Homeland Security Grant program. In addition to NORCOM and the UASI LTE position, funding was secured for community preparedness. Grants, such as this one, address some of our current needs and prepare the City for the future. The FFY08 Homeland Security Grant will be providing the City with funding for the following items:

NORCOM - $1,498,500: In 2009, NORCOM will consolidate the Eastside dispatch centers into a single regional communications center. The consolidation will expand regional collaboration; strengthen information sharing and build an interoperable communications system that will provide region-wide multi-discipline first responder services and communications.

UASI Grant Coordinator - $114,455: Provides funding to sustain one limited term employee (LTE) position to assist the Emergency Preparedness Division of the Fire Department in coordination and delivery of a comprehensive emergency management program for the City. The person in this position will be responsible for coordinating, implementing, and maintaining the Urban Area Security Initiative (UASI) program for the City, and for management of several other grants relating to emergency management. This person will work in all aspects of emergency management programs including mitigation, preparedness, response, and recovery. In addition, this person will perform a role during Emergency Operations Center (EOC) activations, up to and including filling the position of EOC Manager.

Community Preparedness - $100,000: The objective of the community preparedness funding is to enhance and continue to build emergency preparedness awareness in the community. This funding will help existing staff with emergency preparedness training programs (SPAN, BERT, Map Your Neighborhood, COOP); exercises; identifying and maintaining resource databases; assist with identifying vulnerable populations; and enhance preparedness messages and materials over the life of the grant. The objective of this project will be to increase preparedness and continuity awareness throughout the community; and motivate action to better prepare for an all-hazard emergency. The program will benefit the community, citizens, businesses, organizations, and the City of Bellevue.

Management and Administration - $51,389: Assistance with grant management, application requirements, compliance with reporting and data collection requirements.

EFFECTIVE DATE
If approved, this Resolution becomes effective immediately.

OPTIONS
1. Move to adopt Resolution No. 7830 authorizing execution of a Department of Homeland Security (DHS) Subgrant Agreement with the Washington State Military Department to accept grant funds in the amount of $1,764,344 for NORCOM equipment and planning, sustainment of a Urban Area Strategic Initiative (UASI) Grant Coordinator, and enhancing community preparedness.
2. Do not adopt Resolution No. 7830 and provide alternative direction to staff.

MOTION
Move to adopt Resolution No. 7830 authorizing execution of a Department of Homeland Security (DHS) Subgrant Agreement with the Washington State Military Department to accept grant funds in the amount of $1,764,344 for NORCOM equipment and planning, sustainment of a Urban Area Strategic Initiative (UASI) Grant Coordinator, and enhancing community preparedness.

ATTACHMENTS
Proposed Resolution No. 7830

AVAILABLE IN COUNCIL OFFICE
State Homeland Security Subgrant Agreement

2035-RES
11/21/2008

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO: 7830

A RESOLUTION authorizing execution of a Department of Homeland Security (DHS) Subgrant Agreement with the Washington State Military Department to accept grant funds in the amount of $1,764,344 for NORCOM equipment and planning, sustainment of the Urban Area Strategic Initiative (UASI) Grant Coordinator, and enhancing Community Preparedness.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute a Department of Homeland Security (DHS) Subgrant Agreement with the Washington State Military Department to accept grant funds in the amount of $1,764,344 for NORCOM equipment and planning, sustainment of the Urban Area Strategic Initiative (UASI) Grant Coordinator, and enhancing Community Preparedness, a copy of which Subgrant Agreement has been given Clerk's Receiving No. _____.

Passed by the City Council this _____ day of _____, 2008, and signed in authentication of its passage this _____ day of _____, 2008.

(SEAL)

_____
Grant S. Degginger, Mayor

Attest:

_____
Myrna L. Basich, City Clerk

CR #: 43773 Date: 01·29·09 Loc: 09·089 PO #: 850569.000

Res 7830

City of Bellevue
Finance - Contracting Services
425-452-7876

Grant Agreement Routing Form

Current Agreement Information

Agreement Title:
FFY 2008 Urban Area Security Initiative Program

Agreement Description:
Grant Funds for NORCOM, UASI Grant Coordinator, Community Preparedness & Management/Administration

Agreement Form:
Custom Agreement Document

Agreement Type: Grant
Document Type: Funding Agreement
Agreement Manager: Warren Merritt
Agreement Amount: $1,764,344.00
Total Aggregate Value: NaN

Project Information:

Project Name: UASI Grant Funds
Department: Fire
Project Manager: Rebecca Clark
Are matching funds required on this project? No

Granting Organization Information:

Funding Agency: Wash St Military Dept & US Dept of Homeland Security
Administrative Agency: Washington State Military Department
Administrative Agency JDE Vendor #: 74109
Funding Program Name: Urban Area Security Initiative (UASI)

Agreement Terms:

Original Effective Date: 09/01/2008 (actual date) **End Date:** 09/15/2011 (actual date)

Related Agreement Information:

Is this a renewal/amendment? No

Council Approval:

Council Award Date: 12/1/2008 **Ordinance #:** **Resolution #:** 7830

Route:

		In	Out
Contracting Services:	M Schwab	12/4/08	12/4/08
Accounting:	V Doherty	12/4/08	12/4/08
Information Technology:	Not Required		
Legal:	[illegible]	12/4/08	12/5/08
Insurance Reviewed By:	Joanne Nicolai	12/8/08	12/9/08
Department Director:	[illegible]	12/2/03	12/3/03
Contracting Services:	M Schwab (4870)	12/9/08	12/9/08
Return To:	Gale Hill		
City Clerk's Office:	Changeu	01·07·09	01·29·09

Return to

850569-000

Document Management Information:

CIP Plan #:
Budget Fund:
Funding Source:

JDE Project Number:
Explanation:

Budget Information:

There is no budget requirement for this agreement.

Year	Description	JDE Account Number	Amount
	Norcom Equipment	826640001.333970.0670	$1,498,500.00
	UASI Grant Coordinator	826640002.333970.0670	$114,455.00
	Community Preparedness	826640003.333970.0670	$100,000.00
	Management & Administration	826640002.333970.0670	$51,389.00

Additional Comments: