



INTRLOC_00 KC OFFICE OF EMERGENCY MANAGEMENT

File Location

Vendor Name

KC OFFICE EMER MGMT
5/31/2011

Document Type: Interlocal New

Vendor Name: KC OFFICE OF EMERGENCY MANAGEMENT

PO# Location: INTRLOC-000

Effect Date: 9/1/2008

Term Date: 12/31/2010

CR#: 46703

Related CR#: _____

Ordinance: 4968

Resolution: _____

Leg Date: 2/3/1997

Vendor #: 70488

Description: HOMELAND SECURITY SUB GRANT FFY08-SHSP-EQ-011
ZONE 1 CACHE STORAGE UPGRADE PO 1011000-000

Notes:

INTRLOC_00
 INTERLOCAL AGREEMENTS
 12/31/2009

 500176854

update
 Nov 09, 2010 FSU: C JDE: C SI: C ECM: C

46703 DATE 10/27/10 INT LOC-000

King County Office of Emergency Management

HOMELAND SECURITY SUBGRANT AGREEMENT FFY08

SUB GRANT AGREEMENT NUMBER: FFY08-SHSP-EQ-011

PROJECT TITLE: ZONE 1 CACHE STORAGE UPGRADE

THIS AGREEMENT is made and entered into by and between King County and the City of Bellevue Fire Department, hereinafter "Sub-grantee", for the express purposes set forth in the following provisions of this Agreement.

It is understood that funding for this Agreement has been granted to King County by the United States Department of Homeland Security (DHS) through the Washington State Military Department, Emergency Management Division (EMD). The funding source of the grant is the FFY08 State Homeland Security Grant, State Homeland Security Program, Catalog of Federal Domestic Assistance (CFDA) # 97.067, State Contract # E09-178.

Neither the DHS nor the Federal Government shall be a party to any subagreement nor to any solicitations or request for proposals. This Agreement shall be subject to the applicable grant contract between DHS and EMD and the subgrant contract between EMD and King County. The Sub-grantee agrees not to perform any act, fail to perform any act, or refuse to comply with any King County requests that would cause King County to be in violation of the DHS and EMD grant terms and conditions, a copy of which is attached hereto as Exhibit D.

NOW THEREFORE, King County and the Sub-grantee mutually agree as follows:

1. SCOPE OF WORK, BUDGET AND APPROVED EQUIPMENT LIST

The Sub-grantee will accomplish the work and tasks as set forth in this Agreement including the Scope of Work, (attached hereto as Exhibit A), Budget (Exhibit B) and Approved Equipment List (Exhibit C).

2. PERIOD OF PERFORMANCE

The period of performance under this Agreement will be from August 1, 2010, to December 30, 2010. All work must be satisfactorily completed, and all invoice reimbursement requests, reports, and deliverables must be submitted to King County Office of Emergency Management, by the end of this period of performance.

3. CONTRACT REPRESENTATIVES

King County's Project Manager on this Agreement shall be Tony Lewis - Grant Manager at King County Office of Emergency Management. The Project Manager shall be responsible for monitoring the performance of the Sub-grantee, the approval of actions by the Sub-grantee, approval for payment of billings and expenses submitted by the Sub-grantee, and the acceptance of any reports by the Sub-grantee.

The Sub-grantee's representative to this Agreement shall be Warren Merritt - Deputy Chief, for City of Bellevue Fire Department, who will be the contact person for all communications regarding the conduct of work under this Agreement and who will ensure that all terms of the Agreement are met.

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent to King County or the Sub-grantee at the addresses provided below:

If to King County:

Tony Lewis
King County Office of Emergency Management
3511 NE 2nd Street
Renton, WA 98056-4192
PH: 206.296.3830 / FAX: 206.205.4056
Tony.Lewis@kingcounty.gov

If to the Sub-grantee:

Warren Merritt
450 110th Avenue NE, Third Floor
Bellevue, WA 98004-5514
PH: 425.452.2016 / FAX: 425.452.5287
wmerritt@bellevuewa.gov

4. REIMBURSEMENT REQUESTS AND PAYMENT

This is a reimbursement Agreement and will not to exceed \$ 19,710.00 (*Nineteen thousand seven hundred ten dollars and no cents*) with compensation payable to the Sub-grantee for satisfactory performance of the work under this Agreement. Payment for satisfactory performance of the work shall not exceed this amount. The parties may amend this amount by mutual agreement.

Compensation for satisfactory work performance shall be payable upon receipt of properly completed Invoice Reimbursement Request, which is available to the Sub-grantee at.

<http://www.kingcounty.gov/safety/prepare/EmergencyManagementProfessionals/Grants/SubGrants.aspx>

Invoice Reimbursement Request forms for eligible costs may be submitted no more than monthly and no less than quarterly after expenses have been incurred. Supporting documentation is required for reimbursement of all expenses related to the Scope of Work, Budget and Approved Equipment List in Exhibits A, B and C. Supporting documentation includes, but is not limited to, paid invoices to vendors, paid expense claim forms, canceled checks, etc. The documentation must also include the date of payment by the Sub-grantee to ensure that the work was completed within the subgrant period of performance. When seeking reimbursement for equipment, the Sub-grantee must also present a Hand Receipt Form. **King County may also require the Sub-grantee to document that funding governed by this Agreement is not being used to replace or supplant existing programs, staff costs, activities and/or equipment.**

Payment shall be considered timely if mailed by King County to the Sub-grantee within thirty (30) calendar days after receipt of properly completed Invoice Reimbursement Request. Payment shall be sent to the address designated by the Sub-grantee on the Invoice Reimbursement Request form. King County may, at its sole discretion, withhold payments claimed by the Sub-grantee for services rendered if King County has determined that the Sub-grantee has failed to satisfactorily comply with any term or condition of this Agreement.

King County does not incur liability for any payment to the Sub-grantee that is subsequently disallowed by State or Federal granting agencies. King County reserves the right to withhold or

recoup payment for work or activities determined by funding agencies to be ineligible for reimbursement.

5. REPORTING REQUIREMENTS

Narrative Progress Reports are due on a quarterly basis. This report must include the Sub-grantee's progress in implementing the Scope of Work, including any problems encountered and possible cost overruns or under runs. If no progress has been made on the Agreement a report must still be provided quarterly.

6. RECORDS MAINTENANCE

The Sub-grantee shall maintain accounts and records, including personnel, financial, and programmatic records, and other such records as may be deemed necessary by King County, to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and service provided in the performance of this Agreement. These records shall be maintained for a period of six (6) years after subgrant close-out, and shall be subject to inspection, review or audit by King County, State or Federal officials as so authorized by law.

7. EQUIPMENT MANAGEMENT, ADMINISTRATIVE & GENERAL PROGRAM REQUIREMENTS

A. EQUIPMENT MANAGEMENT

All equipment purchased under this Agreement by the Sub-grantee will be recorded and maintained in an equipment inventory system.

1. The Sub-grantee shall submit all proposed equipment purchases to the appropriate committee to ensure that the requested equipment is on the Authorized Equipment List (AEL), 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 Sub-grantee shall ensure full compliance with FEMA's Environmental and Historic Preservation (EHP) Program requirements as outlined in the applicable grant guidance.
3. 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-grantee for which a contract, subgrant agreement, or other means of legal transfer of ownership is in place.
4. The Sub-grantee, or a recognized sub-grantee shall be responsible for any and all operation and maintenance expenses and for the safe operation of the equipment, including all questions of liability.
5. The Subgrantee 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 or 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 property.
6. Records for equipment shall be retained by the Sub-grantee for a period of six (6) years from the date of the disposition, replacement or transfer. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained by

the Sub-grantee until all litigations, claims, or audit findings involving the records have been resolved.

7. The Sub-grantee shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two (2) 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.
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 Sub-grantee shall develop a control system to ensure adequate safeguards to prevent loss, damage, unauthorized use and theft of the equipment to include small and attractive items. Any loss, damage or theft shall be investigated and a report generated which will be submitted to King County Office of Emergency Management.
10. The Sub-grantee will develop adequate maintenance procedures to keep the property in good condition.
11. If the Sub-grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
12. 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.

As sub-grantees of federal funds the Sub-grantee must pass on equipment management requirements that meet or exceed the requirements outlined above for all sub-grantees who receive pass-thru funding from this contract.

B. ADMINISTRATIVE REQUIREMENTS

The Sub-grantee 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, A102 Grants and Cooperative Agreements with State and Local Governments, A122 Cost Principles for Non-Profit Organizations, A133 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 precedent over these requirements when local and state regulations are more stringent.

C. General Requirements

Sub-grantee must adhere to all financial and procure guidance, including:

- Adhere to Office of Grants and Training requirements that all sole source contracts over \$100,000 be reviewed and approved by the King County prior to 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 contractor's sole source justification.
- Adhere to Office of Grants and Training requirements that 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 King County before the contract is executed. 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-contractor's contract.
- Grant funds may not be used to replace or supplant existing funding.

No travel or subsistence costs, including lodging and meals, reimbursed under this sub grant agreement may exceed federal maximum rates which can be found at www.gsa.gov.

8. COMPLIANCE WITH APPLICABLE LAWS AND GRANT REQUIREMENTS

The Sub-grantee shall be responsible for following all applicable Federal, State and local laws, ordinances, rules and regulations in the performance of work described herein. New federal laws, regulations, policies and administrative practices may be established after the date this Agreement is established and may apply to this Agreement. To achieve compliance with changing federal requirements, the Sub-grantee agrees to accept all changed requirements that apply to this Agreement and to require compliance with changed requirements in all subcontracts. Failure to comply shall constitute a material breach of this Agreement.

By entering into this Agreement the Sub-grantee agrees that to receive any federal preparedness funding, all National Incident Management System (NIMS) compliance requirements outlined in applicable grant guidance must be met.

The Sub-grantee and all its subcontractors shall comply with, and DHS is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies. This obligation includes, but is not limited to, laws, regulations and policies listed in this Agreement.

A. EQUAL EMPLOYMENT OPPORTUNITY

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

1. Nondiscrimination in Employment: The Sub-grantee 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. 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.

2. The Sub-grantee shall take affirmative action to ensure that employees are employed and treated during employment without discrimination because of their race, color, 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.

Ref: Executive Order 11246, as amended by Executive Order 11375; Title VII of the Civil Rights Act, as amended, 42 USC § 2000e; section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623; section 102 of the Americans with Disabilities Act, as amended, 42 USC §§ 12101 et seq.; 29 CFR Part 1630; 41 CFR § 60-1.4.

B. NON-DISCRIMINATION

During the performance of this Agreement, neither the Sub-grantee nor any party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of or access to services or any other benefits under this Agreement as defined by King County Code, Chapter 12.16.

During the performance of this Agreement, neither the Sub-grantee nor any party subcontracting under the authority of this Agreement shall engage in unfair employment practices as defined by King County Code, Chapter 12.17 or 12.18.

The Sub-grantee shall comply fully with all applicable Federal, State and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.

During the performance of this Agreement, the Sub-grantee, for itself, its assignees and successors-in-interest agrees as follows:

1. Nondiscrimination

The Sub-grantee, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, creed, gender, disability, age or national origin in the selection and retention of subcontractors. The Sub-grantee shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

Ref: 20 USC §§ 1681 *et seq.*, Age Discrimination Act of 1975, as amended, 42 USC §§ 6101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC §§ 12101 *et seq.*

2. Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations either by competitive proposal or negotiation made by the Sub-grantee for work to be performed under a subcontract each potential subcontractor or supplier shall be notified by the Sub-grantee of the Sub-grantee's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, creed, gender, disability, age or national origin.

3. Information and Reports

The Sub-grantee shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined to be pertinent to ascertain compliance with such regulations, orders and instructions. The Sub-grantee shall maintain all required records for at least six (6) years after King County makes final payment and all other pending matters are closed.

4. Incorporation of Provisions

The Sub-grantee shall include the provisions of paragraphs A through D of this section in every subcontract, unless exempt by the regulations or directives issued pursuant thereto. The Sub-grantee shall take such action with respect to any subcontract or procurement as King County or DHS may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event the Sub-grantee becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Sub-grantee may request King County to enter into such litigation to protect the interests of the County, and in addition, the Sub-grantee may request the Federal Government to enter into such litigation to protect the interests of the United States.

C. AMERICANS WITH DISABILITIES ACT

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

The Sub-grantee is required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101, et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; and, and the following regulations and any amendments thereto:

1. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
2. U.S. Department of Justice regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
3. U.S. General Services Administration regulations, "Construction and Alteration of Public Buildings," 41 CFR Subpart 101-19;
4. U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
5. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled", 47 CFR Part 64, Subpart F.

D. PRIVACY ACT

Should the Sub-grantee, or any of its subcontractors, or their employees administer any system of records on behalf of the Federal Government, the Privacy Act of 1974, 5 USC § 552a, imposes information restrictions on the party administering the system of records.

For purposes of the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a government function, the Sub-grantee and any subcontractors and their employees involved therein are considered to be government employees with respect to the government function. The requirements of the Act, including the civil and criminal penalties for violations of the Act, apply to those individuals involved. Failure to comply with the terms of the Act or this provision of this Agreement shall make this Agreement subject to termination. The Sub-grantee agrees to include this clause in all subcontracts awarded under this Agreement that involve the design, development, operation, or maintenance of any system of records on individuals subject to the Act.

E. INTEREST OF MEMBERS OF OR DELEGATES OF CONGRESS

Pursuant to 41 USC § 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

F. DISCLOSURE OF LOBBYING ACTIVITIES

Agreements in excess of \$100,000 require that a Certification Regarding Lobbying, and Disclosure of Lobbying Activities (if appropriate), be completed and submitted to King County as required by 49 CFR Part 20, "New Restrictions on Lobbying."

The Sub-grantee certifies that it shall not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment, 31 USC § 1352. The Sub-grantee shall disclose the name of any registrant under the Lobbying Disclosure Act of 1995, codified at 2 USC § 1601 et seq., who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant or award covered by 31 USC § 1352. Such disclosures are to be forwarded to King County.

The Sub-grantee shall include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

Ref: 49 CFR Part 20, modified as necessary by 31 USC § 1352.

G. FALSE OR FRAUDULENT STATEMENTS OR CLAIMS

The Sub-grantee acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to King County in connection with this project, the County reserves the right to pursue the procedures and impose on the recipient the penalties of 18 USC § 1001, 31 USC §§ 3729 and 3801 et seq., and/or 49 USC § 5307(n)(1), as may be appropriate.

The Sub-grantee agrees to include this clause in all subcontracts awarded under this Agreement.

H. ENERGY CONSERVATION

The Sub-grantee agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC §§ 6321 et seq., and 49 CFR Part 18.

The Sub-grantee agrees to include this clause in all subcontracts awarded under this Agreement.

I. ENVIRONMENTAL REQUIREMENTS

The Sub-grantee agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321, *et seq.*, consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 USC § 4321 note. Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 42 USC § 4321 *et seq.* and 40 CFR Part 1500, *et seq.*

J. PREFERENCE FOR RECYCLED PRODUCTS

To the extent practicable and economically feasible, the Sub-grantee agrees to provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in the United States EPA Guidelines at 40 CFR Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962, and Executive Order 12873.

K. PATENT RIGHTS

If any invention, improvement, or discovery of the Sub-grantee or any of its Subcontractors is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States or any foreign country, the Sub-grantee agrees to notify King County immediately and provide a detailed report. The rights and responsibilities of the Sub-grantee and King County with respect to such invention, improvement or discovery shall be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Sub-grantee's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, academic institution, individual), the County and the Sub-grantee agree to take the necessary actions to provide, through DHS, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

The Sub-grantee also agrees to include the requirements of this section in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by DHS.

Ref: 49 CFR Part 19, Appendix A, Section 5

L.. OMB CIRCULARS

The Sub-grantee shall comply with OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments; OMB A-102, Grants and Cooperative Agreements with State and Local Governments; OMB A-122, Cost Principles for Non-Profit Organizations; and A-133, Audits of States, Local Governments, and Non-Profit Organizations.

M. SINGLE AUDIT ACT

Non-federal entities receiving financial assistance of \$500,000 or more in Federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with the U.S. 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.

Entities required to have an audit must ensure the audit is performed in accordance with Generally Accepted Auditing Standards (GAAS), 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 the State Auditor's Office and requesting an audit, if required.

The Sub-grantee shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subrecipients or subcontractors also maintain auditable records.

The Sub-grantee must send a letter stating there has been a single audit completed and there were no findings or if there were findings, the letter should provide a list of the findings. The Sub-grantee 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 Sub-grantee must respond to King County Office of Emergency Management requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. King County Office of Emergency Management reserves the right to recover from the Sub-grantee all disallowed costs resulting from the audit. 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.

The Sub-grantee must send this letter to King County no later than nine (9) months after the end of the Sub-grantee's fiscal year(s).

The Sub-grantee shall include the above audit requirements in any subcontracts.

N. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

If Federal funds are the basis for this contract, the Sub-grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any Federal department or agency.

By signing and submitting this Agreement, the Sub-grantee is providing the signed certification set out below. 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 Sub-grantee knowingly rendered an erroneous certification, the Federal Government and County may pursue available remedies, including suspension and/or debarment.

The Sub-grantee shall provide immediate written notice to King County if at any time the Sub-grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "principal," "proposal," and "voluntarily excluded," as

used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29].

The Sub-grantee agrees by signing this Agreement that it shall not knowingly enter into any covered transaction with a person or subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by King County.

The Sub-grantee shall include the requirement in this section in any subcontracts.

9. AMENDMENTS

This Agreement may be amended only by written concurrence of both parties. Amendments to Scope of Work (Exhibit A), Budget (Exhibit B) and Approved Equipment List (Exhibit C) will only be approved if the proposed amendment is consistent with State and Federal granting agency rules. Except for changes in Equipment and Salaries & Benefits on the Budget (Exhibit B), up to ten percent (10%) of the total award amount may be shifted between the other approved budget categories and sub categories. For Equipment, Salaries & Benefits or amounts over ten percent (10%), the Sub-grantee must submit a written budget amendment request for approval. Such requests will only be approved if the proposed change(s) is (are) consistent with and/or achieve(s) the goals stated in the Scope of Work (Exhibit A) and falls within the grant requirements.

10. TERMINATION

This Agreement may be terminated by King County, in whole or in part, for convenience without cause prior to the end of the Period of Performance, upon thirty (30) calendar days advance written notice.

This Agreement may be terminated by either party, in whole or in part, for cause prior to the end of the Period of Performance, upon thirty (30) calendar days advance written notice. Reasons for termination for cause may include but not be limited to: material issues of nonperformance misuse of funds, and/or failure to provide grant-related invoices, reports, or any requested documentation.

If the Agreement is terminated as provided above, King County will be liable only for payment in accordance with the terms of this Agreement for satisfactory work completed prior to the effective date of termination. The Sub-grantee shall be released from any obligation to provide further services pursuant to this Agreement.

Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other party.

Funding under this Agreement beyond the current appropriation year is conditional upon appropriation of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, this Agreement will terminate at the close of the current appropriation year.

11. HOLD HARMLESS AND INDEMNIFICATION

The Sub-grantee shall protect, indemnify and hold harmless King County, its officers, officials, agents, and employees from and against any and all claims, costs, and/or issues whatsoever occurring from any and all actions by the Sub-grantee and/or its subcontractors pursuant to this Agreement. The Sub-grantee shall defend at its own expense any and all claims, demands,

suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against King County arising out of or incident to the Sub-grantee's execution of, performance of or failure to perform this Agreement. Claims shall include but not be limited to assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of the paragraph above, such attorney fees and costs shall be recoverable from the Sub-grantee. In addition King County shall be entitled to recover from the Sub-grantee its attorney fees, and costs incurred to enforce the provisions of this section.

12. INSURANCE

Sub-grantee shall provide and maintain and shall cause its subcontractors to provide and maintain Commercial General Liability in the minimum amount of \$1,000,000 per occurrence and \$ 2,000,000 in the aggregate. King County, its officers, officials, agents and employees shall be named as additional insureds.

If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be submitted to King County Office of Emergency Management and shall constitute compliance with this section.

13. SCHEDULE OF EXPENDITURES OF FINANCIAL ASSISTANCE

King County Government Sub-grantees should not include expenditures incurred by your agency and reimbursed by DHS through King County Office of Emergency Management on your annual Schedule of Expenditures of Financial Assistance. King County Office of Emergency Management, the lead agency for this federal award, is responsible for including these expenditures on their Schedule of Expenditures of Financial Assistance.

14. ENTIRE CONTRACT/WAIVER OF DEFAULT

This Agreement is the complete expression of the agreement of King County and the Sub-grantee hereto, and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be an amendment of the terms of this Agreement unless stated to be such through written approval by both parties and shall be attached to the original Agreement.

15. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Agreement.

16. APPROVAL

This Agreement shall be subject to the written approval of King County's authorized representative and shall not be binding until so approved.

THIS AGREEMENT, consisting of 13 pages and 4 attachments, is executed by the persons signing below who warrant and represent that they have the authority to execute the Agreement.

IN WITNESS WHEREOF this Agreement has been executed by each party on the date set forth below:

**CITY OF BELLEVUE FIRE
DEPARTMENT**

KING COUNTY

Wan A. Meert,
Name & Title Deputy Chief
10-7-10
Date

BY Hillman Mitchell
Hillman Mitchell, Director
10/20/10
Date

Approved as to form:

Vanica B..., Asst. City Attorney
Name & Title
10/13/10
Date

Exhibit A: SCOPE OF WORK

A-1 GENERAL INFORMATION:

Project Title: Zone 1 Cache Storage Upgrade
Sub Grantee's Name: Bellevue Fire Department
Contact Person: Warren A. Merritt
Job Title: Deputy Chief
Complete Address: 450 110th Avenue NE, Third Floor
Bellevue, WA. 98004
Phone: (425) 452-2016
Fax: (425) 452-5287
E-Mail: wmerritt@bellevuewa.gov

A-2 INVESTMENT JUSTIFICATION:

Check ONE Investment Justification from the grant that will fund your project that best describes it.

SHSP & LETPP Projects:

- Protect Critical Infrastructure, Key Resources and Other Critical Assets
- Medical Surge and Mass Prophylaxis
- Strengthen Plans, Protocols, Training and Exercises to Enhance Preparedness Planning
- Interoperable Communications
- Strengthen Regional CBRNE Detection, Response and Decontamination Capabilities
- Strengthen Regional Public Awareness and Community Preparedness Planning
- Law Enforcement Operations and IED Detection, Deterrence and Response
- Intelligence Production and Analysis - Washington Joint analytical Center and Regional Intelligence Groups

UASI Projects:

- Preparedness Planning
- Enhance CBRNE Response Operations
- Enhance Medical Surge
- Urban Wide Interoperable Communications
- Law Enforcement Operations
- Citizen Preparedness

A-3 GOAL & OBJECTIVE

SHSP & LETPP Projects:

Identify ONE Goal and ONE Objective in the Washington Statewide Homeland Security Strategic Plan that best represents the project:

GOAL #: 5.4

GOAL DESCRIPTION: Strengthen Regional Response Capabilities

OBJECTIVE #: 5.4.5

OBJECTIVE DESCRIPTION: Establish and sustain a regional Hazardous Materials (HAZMAT) and Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) response capability.

Identify ONE Strategic Category, ONE Target Capability and ONE Element in the Region 6 Homeland Security Strategic Plan that best represents the project:

STRATEGIC CATEGORY 1

STRATEGIC CATEGORY DESCRIPTION: Control Coordination

TARGET CAPABILITY #: 30

TARGET CAPABILITY DESCRIPTION: Responder Safety & Health

ELEMENT #:

ELEMENT DEFINITION:

UASI Projects:

Identify ONE Goal and ONE Objective in the UASI Seattle-King County Urban Area Strategy that best represents the project:

GOAL #:

GOAL DESCRIPTION:

OBJECTIVE #:

OBJECTIVE DESCRIPTION:

A-4 PROJECT DESCRIPTION:

Describe your project using a maximum of two pages by answering ALL of the following questions separately:

1. Provide a description of your project (who / what / where / when / why / how):

This project will enhance the environmental controls to the storage trailer safeguarding hazardous materials equipment stored in Zone 1. The cache is regional and the equipment can be accessed should the other two caches become exhausted by a major event or a series of major events.

2. What is the purpose of the project?

The purpose of the project is to enhance the environmental controls and safeguard important public assets designed for hazardous materials response.

3. What problem does the project solve?

The current storage trailer had significant equipment added over the last five years. The current environmental controls are not adequate and there is a concern that equipment stored in the trailer will not be adequately protected in extreme temperatures; both hot and cold.

4. How does the project enhance local / regional homeland security and preparedness for CBRNE / Terrorist / WMD incidents?

The project protects important public resources and the enhanced environmental controls will protect the equipment being stored. The equipment is readily available to first responders when needed at an incident or for re-stocking purposes for their apparatus.

5. What activities need to be completed to finish the project? *If the project will be implemented in phases, identify this clearly and tie them to your timeline in the following section.*

Secure a bid, hire the contractor, and complete the installation of the enhanced environmental controls.

6. What are the tangible results and / or deliverables of the project?

It will provide enhanced environmental controls that will protect regional hazmat equipment.

7. How will the grant funds be used to support this project?

Grant funds will provide environmental control equipment and installation of the same.

A-5 PROJECT TIMELINE:

Make a timeline that includes measurable activities for task completion and critical dates. Project must be completed and delivered prior to end date identified by KCOEM Grant Manager. Narrative Progress Reports are required to be submitted on a quarterly basis (*or more frequently if required by the KCOEM Grants Manager*). The dates for these reports are January 15, April 15, July 15 and October 15. If your project started 1 month prior to a narrative progress report due date, you may wait until the following quarter or if your sub-grant ends within 1 month of a narrative progress report you may submit with the final invoice. Include in the timeline submission of invoices reimbursement requests to KCOEM and the end of project report to KCOEM. *If your project involves purchase of equipment, allow 3 months for equipment approval process to be completed which will happen before the contract is executed.*

Activity	Estimated Completion Date
Complete Scope of Work	09-01-10
Sub-grant Agreement Ratified	10-13-10
Secure bids/contractor per City of Bellevue procurement process	11-01-10
Secure environmental control equipment	11-15-10
Complete environmental control equipment enhancement installation	12-01-10
Grant Closeout - Final Billing & Narrative Report	12-30-10

Exhibit B: BUDGET

B-1 ALLOWABLE COSTS:

Using Appendix B - Authorized Allowable Costs of FFY08-HSGP Program Guidance & Application Kit identify the allowable costs that best represent this project:

CBRNE Incident Response Vehicles & CBRNE Logistical Support Equipment

B-2 BUDGET SUMMARY:

Fill out the budget table using the correct budget category for your project expenses. For ALL item descriptions you MUST specify what the amount is for using *question 7, section A-4 of Exhibit A*.

Item Description	Budget Category			
	Planning	Training	Exercise	Equipment
Equipment	\$ -	\$ -	\$ -	\$ 19,710.00
Consultant Fees	\$ -	\$ -	\$ -	
Salaries & Benefits	\$ -	\$ -	\$ -	
Overtime/Backfill	\$ -	\$ -	\$ -	
Travel & Per Diem	\$ -	\$ -	\$ -	
Goods & Services	\$ -	\$ -	\$ -	
Total Amount	\$ -	\$ -	\$ -	\$ 19,710.00
Grant Total			\$ 19,710.00	

- With the exception of Equipment and Salaries & Benefits, changes to budget of no more than 10% are allowed without prior authorization from KCOEM. Any changes to Equipment and Salaries & Benefits must have prior authorization from KCOEM
- Invoices submitted for reimbursement must not exceed total amount of award and must comply with grant requirements.

Equipment Approval Request

Federal Fiscal Year 2008
State Homeland Security Program - SHSP

Jurisdiction: King County Region 6

WMD Contract Number	E09-178	Approval Date: October 6, 2010
Subgrantee Contract Number	FFY08-SHSP-EQ-011	Request Date: September 29, 2010

Item No.	AEL Equipment Category	AEL Number	Item & Description Provide Hyperlink to Item if Unusual	Est'd Qty	Per Unit Cost	Estimated Cost	Discipline	Related Project (per WMD Contract)
1	CBRNE Incident Response Vehicles	12TR-00-TEQP	o e 1 a e o age a e a e e a e a e a g a e fo ea g a e o e a o o	1	18 000 00	18 000 00	e e e	P a e a o e a a o e o e e o a a o e a g e a e o e e e e e fo f e o e age e
2	Other Authorized Equipment	21GN-00-INST	Installation o fo a o e e e a e o g g a					
3	Other Authorized Equipment	21GN-00-SHIP	Shipping o fo e e a e g a f g					
4	Other Authorized Equipment	21GN-00-STAX	Sales tax o e e a e g a f g			1 710 00		
Jurisdiction Total:								\$19,710.00

Notes:

MAK 25 2009

Washington State Military Department
CONTRACT FACE SHEET

RECEIVED
E09178 REISSUE

1. Contractor Name and Address: King County Office of Emergency Management 3511 NE 2nd Street Renton, WA 98056	2. Contract Amount: \$4,623,486	3. Contract Number
4. Contractor's Contact Person, phone number: Tony Lewis (206) 205-4069 Tony.Lewis@kingcounty.gov	5. Contract Start Date: September 1, 2008	6. Contract End Date: December 31, 2010
7. MD Program Manager/phone number: Kristin Ramos (253) 512-7483 k.ramos@emd.wa.gov	8. State Business License #: NA	9. UBI # (state revenue): 578-037-394-9

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 783SU, 783SA, 783ST, 783SQ, 783SS, 783SD NZ	13. CFDA # & Title: 97.067 - SHSP	14. TIN or SSN: 91-6001327
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15. Service Districts: (BY LEG DIST): 1, 5, 11, 30-34, 36, 37, 41, 43, 45-48 (BY CONG DIST): 7, 8, 9	16. Service Area by County(ies): King County	17. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMBWE # _____
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18. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other _____	19. Contract Type (check all that apply): <input checked="" type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency
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20. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____	21. Contractor Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER
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22. BRIEF DESCRIPTION:
The U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) is providing funds to enhance the capability of state and local units of government to prevent, deter, respond to, and recover from catastrophic and/or terrorist events through the FFY08 Homeland Security Grant, State Homeland Security Program. This funding is being provided to address the unique exercise, training, planning, equipment, organization, and management and administration needs of emergency responders.

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:
James M. Mullen 3-31-09
Signature _____ Date _____
James M. Mullen, Director
Emergency Management Division
Washington State Military Department
APPROVED AS TO FORM:
Sara J. Finlay (signature on file) 9/12/2007
Assistant Attorney General

FOR THE CONTRACTOR:
James J. Buck 3/25/09
Signature _____ Date _____
James J. Buck, County Administrative Officer
for
King County Office of Emergency Management
Approved as to form only:
Marlene Johnson 3/18/09
St. Dep. Pubs. Atty

EXHIBIT D

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:

<u>Financial</u>	<u>#/Copies</u>	<u>Due Date</u>
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 days following the contract end date
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<u>Technical</u>	<u>#/Copies</u>	<u>Due Date</u>
Bi-Annual Strategy Implementation Report	Electronic	January 15 and July 15 of each year of the contract performance period
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:
Jeff Bowers
Assistant Director
Jeff.Bowers@kingcounty.gov
(206) 205-4062

MILITARY DEPARTMENT:
Sheryl Jardine
HSGP Program Manager
s.jardine@emd.wa.gov
(253) 512-7469

EXHIBIT D

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.
5. 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.
6. 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>.

EXHIBIT D

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.

EXHIBIT D

14. Equipment purchased with funds from DHS grant programs should be marked with "Purchased with funds provided by the U.S. Department of Homeland Security" whenever possible.
15. 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.

EXHIBIT D

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.

EXHIBIT D

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.

EXHIBIT D

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.

EXHIBIT D

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.

EXHIBIT D

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.

EXHIBIT D

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.

EXHIBIT D

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 State Homeland Security Program**

INTRODUCTION: 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 prepare for, prevent, protect against, respond to and recover from terrorist attacks and other major disasters. Through the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the FFY08 State Homeland Security Program is providing funds to enhance the capability of state and local units of government to make measurable progress towards the achievement of the National Preparedness Guidelines by addressing the unique exercise, training, planning, organization, equipment, and administration needs of local emergency responders; to strengthen improvised explosive device (IED) attack deterrence, prevention, and protection capabilities; and to strengthen preparedness planning. Washington State is subdivided into nine (9) Homeland Security Regions. Within each of the nine regions a Regional Homeland Security Coordinating Office (RHSCO) has been identified.

King County Office of Emergency Management is the Region 6 RHSCO. **King County Office of Emergency Management** (herein known as the Contractor) agrees to the following.

GENERAL PROGRAM REQUIREMENTS:

1. Work closely with the established Regional Homeland Security Council to develop 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 counties, cities, and the tribal governments located within the established region.
2. Activities under this contract must have a clear correlation to the goals, objectives, and priorities identified in the Washington State Strategic Plan and corresponding Investment Justifications submitted in the FFY08 grant application.
3. Plan and implement equipment purchases, exercises, training, planning and management & administration activities in accordance with the FFY08 Homeland Security Grant Program Guidance, which can be found at <http://www.fema.gov/government/grant/hsgp/index.shtm>, as well as all subsequent policy changes.
4. 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.
5. 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.
6. Submit a Bi-Annual Progress Report to the e-mail address hls.reporting@emd.wa.gov as required in the contract Milestones.
7. 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.
8. If purchasing equipment, the Contractor must meet the following requirements:
 - Equipment must be in compliance with the FEMA Authorized Equipment List (AEL), as detailed at <http://www.rkb.us/>.
 - Determine whether or not it is in the best interest of the Contractor to make purchases using its own procurement process or ask the Department to make purchases on its behalf.
 - Make a request to the Department in writing that authorizes the Department to de-obligate funding from the Contractor's contract and use the state's procurement process to purchase equipment on behalf of the Contractor. This will necessitate an amendment to the contract reducing the Contractor's award by an amount sufficient for the Department to make the purchase(s). The Department will pay the vendor directly and all items will be drop shipped to a location designated by the Contractor.

EXHIBIT D

9. Exercises that are implemented with grant funds must meet the requirements of the FFY08 Homeland Security Grant Program Guidance, be threat and performance based, and should evaluate performance of critical prevention and response tasks required of the exercise scenario. Upon completion of the exercise, an After Action Report and an Improvement Plan must be prepared and submitted to the FEMA portal within 60 days of completion of the exercise. Reimbursements for exercise related expenditures can not be made until this requirement has been met.
10. The FFY08 HSGP grant stipulates the following caps and thresholds:
 - The Contractor will not be reimbursed for Management and Administrative costs that exceed \$138,705 of the total contract award.
 - The Contractor will not be reimbursed for personnel costs related to planning, training, exercise and/or equipment activities that exceed \$508,000.
 - A minimum of 25% of the contract award must be spent on preparedness planning activities and/or strengthening improvised explosive device (IED) attack deterrence, prevention, and protection capabilities.
 - A minimum of 25% of the contract award must be spent on law enforcement terrorism prevention-activities.
 - Costs which qualify for both the preparedness planning/IED minimum requirement and the Law Enforcement prevention activities minimum requirement may be counted against both requirements.

CONTRACTOR TASKS:

1. Purchase approved hazardous response, decontamination, medical surge, and explosive device equipment for first responder agencies;
2. Provide King County planning support for intelligence analysts and position related approved equipment needs for the King County Fusion Center and Seattle/King County RIG to strengthen information and intelligence gathering, analysis, and information sharing capabilities.
3. Provide approved regional seminar for public and private stakeholders on the Automated Critical Assets Management System (ACAMS); provide approved regional seminar for public and private stakeholders on coordinating the region's critical infrastructure business continuity planning; and provide an approved regional workshop on issues pertaining to the cross sector interdependencies and cyber security issues of critical infrastructures for public and private stakeholders;
4. Provide planning support for the CBRNE program to move forward with integrated response protocols and the purchase of approved standardized equipment to address previously identified gaps; and provide planning support to create regional standardized protocols, guidelines, and evaluation criteria for Law Enforcement CBRNE teams region wide, and to apply the plans to approved local exercises, workshops, and drills.
5. Provide planning support for Resource Management to populate resource databases, develop a resource processing system for a technology based process for the management of staff, volunteers, resources, and donated goods during all hazard events.
6. Provide approved subject matter expert consultation for the development of fully functional Alternative Care Facility and Operations Plans
7. Provide planning support and associated public education materials for Citizen Public Education and to purchase and distribute approved safety equipment used by CERT trained individuals.
8. Purchase approved CBRNE rated equipment for respiratory protection for the King County Regional Tactical Teams.
9. Provide approved training and exercises for CBRNE Interoperable Communications, Medical Surge, and Incident Management to effectively respond to and recover from all hazard events; and provide approved equipment, planning support, and approved exercises and training for On Site Incident Management for the Seattle Metropolitan Incident Management Team to enhance incident management capabilities.

EXHIBIT D

10. Provide King County Zone 1 and Zone 3 planning support for all hazard preparedness, response, mitigation, and recovery; provide facilitation support for Zone level cooperative meetings and serve as the resource for information regarding training and education for Zone responders and agency representatives.
11. Provide King County planning support for a communications specialist to enhance preparedness planning coordination in Region 6, to include the Regional Public Information Network and other public education campaigns.
12. Provide King County planning assistance for enhanced coordination of Homeland Security activities for Region 6 in support of the Region 6 Emergency Management Advisory Committee and related workgroups, the Region 6 Strategic Plan development, zone coordination and other approved Homeland Security related projects.
13. 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
FFY08 State Homeland Security Program**

MILESTONE	TASK
September 1, 2008	Start of contract performance period.
September 30, 2008	Submit NIMS compliance report.
January 2008	Contract Execution.
January 15, 2009	Submission of Bi-annual Strategy Implementation Report (BSIR) & Progress Report.
July 15, 2009	Submission of Bi-annual Strategy Implementation Report (BSIR) & Progress Report.
January 15, 2010	Submission of Bi-annual Strategy Implementation Report (BSIR) & Progress Report.
December 31, 2010	End of contract performance period.
No later than January 15, 2011	Submit all final reports, requests for reimbursement and/or deliverables.

**BUDGET SHEET
FFY 2008 State Homeland Security Program**

PLANNING	Sub-Category			Funding Source 783SU
	Salaries & Benefits	\$	527,500	
	Consultants/Sub-Contracting	\$	425,000	
	Goods & Services	\$	175,000	
	Travel & Per Diem	\$	-	
	Other-Indirect	\$	-	
	Total	\$	1,127,500	
TRAINING	Sub-Category			Funding Source 783ST
	Salaries & Benefits	\$	130,000	
	Consultants/Sub-Contracting	\$	30,000	
	Goods & Services	\$	5,000	
	Travel & Per Diem	\$	15,000	
	Other	\$	-	
	Total	\$	180,000	
EXERCISE	Sub-Category			Funding Source 783SQ
	Salaries & Benefits	\$	190,000	
	Consultants/Sub-Contracting	\$	89,000	
	Goods & Services	\$	36,000	
	Travel & Per Diem	\$	-	
	Other	\$	-	
	Total	\$	315,000	
MANAGEMENT & ADMINISTRATION	Sub-Category			Funding Source: 783SA
	Salaries & Benefits	\$	130,000	
	Consultants/Sub-Contracting	\$	-	
	Goods & Services	\$	8,000	
	Travel & Per Diem	\$	-	
	Other	\$	-	
	Total	\$	138,000	
ORGANIZATION	Sub-Category			Funding Source: 783SD
	Salaries & Benefits	\$	-	
	Overtime	\$	-	
	Consultants/Sub-Contracting	\$	250,000	
	Goods & Services	\$	-	
	Travel & Per Diem	\$	15,000	
	Total	\$	265,000	
EQUIPMENT	Sub-Category			Funding Source: 783SS
	Equipment	\$	2,597,986	
	Total	\$	2,597,986	
	Total Budget	\$	4,623,486	

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 supplement 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 **\$138,705** of the total
4. The Contractor will not be reimbursed for personnel costs related to planning, training, exercise and equipment activities that exceed **\$508,000**.
5. A minimum of 25% of the contract award must be spent on preparedness planning activities and/or strengthening improvised explosive device (IED) attack deterrence, prevention, and protection capabilities.
6. A minimum of 25% of the contract award must be spent on law enforcement terrorism prevention-activities.

City of
Bellevue



Post Office Box 90012 • Bellevue, Washington • 98009 9012

October 14, 2010

Tony Lewis, Program Manager II
King County Office of Emergency Management
3511 NE 2nd Street
Renton, WA 98056-4192

RE: City of Bellevue Letter of Self-Insurance
Homeland Security Subgrant Agreement FFY08-SHSP-EQ-011 -
Zone 1 Cache Storage Upgrade

Dear Mr. Lewis:

In compliance with the terms and conditions of the above-named agreement, please be advised that the City of Bellevue is a municipal corporation that fully self-insures its general, auto and professional liability loss exposures under the provisions of Chapter 48.62 Revised Code of Washington (RCW). The City of Bellevue is also a self-insured employer for workers' compensation claims.

Questions regarding the City's insurance program can be referred to the Risk Management Office at (425) 452-2746.

Sincerely,

A handwritten signature in cursive script that reads "Joanne Nicolai". The signature is written in black ink and is positioned above the printed name and title.

Joanne Nicolai
Risk Manager

cc: Warren Merritt

CR #: 46703 Date: 10/27/10 Loc: → PO #: 1011000-000



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

Grant Agreement Routing Form

Current Agreement Information

Agreement Title: Homeland Security Subgrant Agreement FFY08-SHSP-EQ-011
Agreement Description: Zone 1 Cache Storage Upgrade
Agreement Form: Custom Agreement Document

Agreement Type: Grant
Document Type: Funding Agreement
Agreement Manager: Warren Merritt
Agreement Amount: \$19,710.00
Total Aggregate Value: \$19,710.00

Project Information:

Project Name: Zone 1 Cache Storage Upgrade
Department: Fire

Project Manager: Warren Merritt
Are matching funds required on this project? No

Granting Organization Information:

Funding Agency: State Homeland Security
Administrative Agency: King County Office of Emergency Management
Administrative Agency JDE Vendor #: 70488
Funding Program Name: Zone 1 Cache Storage Upgrade

Agreement Terms:

Original Effective Date: 09/01/2008 (actual date) **End Date:** 12/31/2010 (actual date)

Related Agreement Information:

Is this a renewal/amendment? No

Council Approval:

Council Award Date: N/A **Ordinance #:** 4968 **Resolution #:**

Route:

	In	Out
Contracting Services:	<u>10/7/10</u>	<u>10/8/10</u>
Accounting:	<u>10/8/10</u>	<u>10/8/10</u>
Information Technology:	Not Required	
Legal:	<u>10-8-10</u>	<u>10/13/10</u>
Insurance Reviewed By:	<u>10-14-10</u>	<u>10/14/10</u>
Department Director:	<u>10-7-10</u>	<u>10-7-10</u>
Contracting Services:	<u>10/18/10</u>	<u>10/18/10</u>
Return To:	Gale Hill	
City Clerk's Office:	<u>10/27/10</u>	<u>10/27/10</u>

Document Management Information:

CIP Plan #:

JDE Project Number:

Budget Fund:

Explanation:

Funding Source:

Budget Information:

There is no budget requirement for this agreement.

Year	Description	JDE Account Number	Amount
2010	Zone 1 Cache Storage	TBD	\$19,710.00

Additional Comments: