



INTRLOC_00

WA ST DEPT OF COMMUNITY, TRADE AND EC

File Location

Vendor Name

Document Type: Interlocal New

Vendor Name: WA ST DEPT OF COMMUNITY, TRADE AND ECONOMIC

PO# Location: INTRLOC-000

Effect Date: 8/1/2008

Term Date: 6/30/2011

CR#: 47731

Related CR#: _____

Ordinance: 5825

Resolution: _____

Leg Date: 7/21/2008

Vendor #: 36246

Description: GRANT AGMT TO PURCHASE PORTABLE GENERATORS
IN AN EMERGENCY EVENT PO 810905-000

WA ST DEPT OF COMMUNITY,
6/30/2011

Notes:

INTRLOC_00
 INTERLOCAL AGREEMENTS
 12/31/2099

 500176854

Jul 29, 2011 FSU: M JDE: M SI: M ECM: M

Washington State Department of Community, Trade, and Economic Development

Local Government Division

Community Development Programs Unit

Capital Programs

CR# 47731 DATE 7-29-11 LOG INTRALOC-00

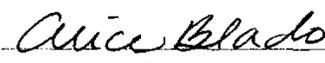
CONTRACT FACE SHEET ord 5825

810905-000

1. GRANTEE NAME/ADDRESS: City of Bellevue PO Box 90012 Bellevue, WA 98009	2. CONTRACT NUMBER: 08-96114-183	3. CONTRACT AMOUNT: \$296,250.00
4. GRANTEE CONTACT PERSON, NAME/TITLE, PHONE: Steve Sackenreuter (425) 452-6970	5. CDBG STAFF CONTACT, NAME: Beth Prihoda	
6. DATE APPLICATION SUBMITTED: N/A	7. CONTRACT START DATE: 8-1-08	8. CONTRACT END DATE: 6/30/2011
9. FUNDING AUTHORITY: Washington State Department of Community, Trade and Economic Development (hereinafter known as the "DEPARTMENT")		
10. STATE AND FEDERAL "BARS" CODE: N/A	11. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA): N/A	
12. SERVICE AREA: (BY LEGISLATIVE DISTRICT): 41	13. COUNTIES:	14. NUMBER OF PAGES IN CONTRACT DOCUMENT: 16
15. TIN: 91-6007020	16. SUBRECIPIENT OR PARTICIPATING ENTITIES:	

17. PURPOSE FOR AWARDED FUNDS:
 Funds awarded under this grant shall be used for review of public facility electrical loads to determine the appropriate size of portable generators to be purchased, and the purchase of two generators for the City of Bellevue.
 The generators will supply electricity in the event of an emergency to City Hall, a recreation center, shelter sites, fire stations, public safety training center, and select school sites.
 Design and review will begin Fall 2008 and the purchase of the generators will be Winter 2009.

The DEPARTMENT and CONTRACTOR acknowledge and accept the terms of this CONTRACT and attachments and have executed this CONTRACT on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this CONTRACT are governed by this CONTRACT and the following other documents incorporated by reference, where applicable: CONTRACT Terms and Conditions including Attachment "A" Project Budget, Attachment "B" Certification of the Availability of Funds to Complete the Project, Attachment "C" Project Scope of Work, Attachment "D" Certification of the Payment and Reporting of Prevailing Wages, Attachment "E" Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process.

<p>FOR THE DEPARTMENT:</p> <p> Karen J. Larkin, Assistant Director Local Government Division</p> <p>DATE <u>8/01/08</u></p> <p>APPROVED AS TO FORM:</p> <p> Anne Blado Assistant Attorney General</p> <p>DATE <u>6/25/08</u></p>	<p>FOR THE GRANTEE:</p> <p> Brad Miyake Deputy City Manager Civic Services Director</p> <p>DATE <u>7-22-08</u></p>
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**STATE OF WASHINGTON
DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT
LOCAL AND COMMUNITY PROJECTS 2008 PROGRAM
CAPITAL CONTRACT NUMBER 08-96114-183**

THIS CONTRACT, entered into by and between the City of Bellevue (a unit of local government hereinafter referred to as the CONTRACTOR), and the Washington State Department of Community, Trade and Economic Development (hereinafter referred to as the DEPARTMENT), WITNESSES THAT:

WHEREAS, the DEPARTMENT has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, the DEPARTMENT is also given the responsibility to administer state funds and programs which are assigned to the DEPARTMENT by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2008, Chapter 328, Section 1019, made an appropriation to support the Local and Community Projects 2008 Program, and directed the DEPARTMENT to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the CONTRACTOR is eligible to receive funding for acquisition, construction, or rehabilitation (a venture hereinafter referred to as the "Project").

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

1. FUNDING

The funds awarded to the CONTRACTOR hereunder shall be a sum up to, but not to exceed \$296,250.00. The DEPARTMENT has retained the amount of \$3,750.00 for costs directly associated with managing the completion of this contract.

2. SERVICE PROVISIONS

- a) Funds awarded under this contract shall be used solely and specifically for capital construction costs associated with the Public Facility Emergency Readiness, as contemplated in Laws of 2008, Chapter 328, Section 1019.
- b) The CONTRACTOR shall perform in accordance with the terms and conditions of this contract and the following attachments which, by this reference, are made a part of this contract:

ATTACHMENT A (Project Budget)

ATTACHMENT B (Certification of the Availability of Funds to Complete the Project)

ATTACHMENT C (Project Scope of Work)

ATTACHMENT D (Certification of the Payment and Reporting of Prevailing Wages)

ATTACHMENT E (Certification of Intent to Enter the Leadership in Energy and Environmental Design Certification Process)

3. SPECIAL CONDITION(S)

None.

4. CONTRACT PERIOD

- a) The effective date of this contract shall be the date of the last signature of the contracting parties.
- b) Unless terminated earlier pursuant to Section 9, 12, or 29, hereof, the termination date shall be June 30, 2011.

5. CERTIFICATION OF FUNDS

- a) The release of state funds under this contract is contingent upon the CONTRACTOR certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT B (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:
 - i) Eligible Project expenditures prior to the execution of this contract.
 - ii) Cash dedicated to the Project.
 - iii) Funds available through a letter of credit or other binding loan commitment(s).
 - iv) Pledges from foundations or corporations.

- v) Pledges from individual donors.
 - vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. The DEPARTMENT will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
 - vii) In-kind contributions, subject to the DEPARTMENT'S approval.
- b) The CONTRACTOR shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for the DEPARTMENT'S review upon reasonable request.

6. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

The CONTRACTOR may be reimbursed, at the rate set forth elsewhere in this contract, for Project expenditures in the following cost categories:

- a) Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- b) Design, engineering, architectural, and planning;
- c) Construction management and observation (from external sources only);
- d) Construction costs including, but not limited to, the following:
 - Site preparation and improvements;
 - Permits and fees;
 - Labor and materials;
 - Taxes on Project goods and services;
 - Capitalized equipment;
 - Information technology infrastructure; and
 - Landscaping.

7. REIMBURSEMENT PROVISIONS

- a) Payments to the CONTRACTOR shall be made on a reimbursement basis only. For the purposes of this contract, reimbursement shall be construed to mean costs incurred and paid, or costs incurred and payable within thirty (30) days.
- b) The DEPARTMENT shall reimburse the CONTRACTOR for one-hundred percent (100%) of eligible Project expenditures, up to the maximum payable

under this contract. When requesting reimbursement for costs incurred or expenditures made, the CONTRACTOR shall submit to the DEPARTMENT a signed and completed Invoice Voucher (Form A-19), referencing the Project activity performed, and any appropriate documentation. The voucher must be certified by an official of the CONTRACTOR with authority to bind the CONTRACTOR. The final voucher shall be submitted to the DEPARTMENT within fifteen (15) days following the completion of work or other termination of this contract.

- c) Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. The DEPARTMENT will not release payment for any reimbursement request received unless and until the Project Status Report is received.
- d) After approving the Invoice Voucher and Project Status Report, the DEPARTMENT shall promptly remit a warrant to the CONTRACTOR.
- e) The CONTRACTOR shall not submit invoices more than once monthly.

8. EVALUATION AND MONITORING

- a) The CONTRACTOR shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the DEPARTMENT that are pertinent to the intent of this contract, including periodic site inspections.
- b) The CONTRACTOR shall provide the DEPARTMENT with photographs, either hard copy or electronically, which depict visually the progress made on the Project. Such photographs shall be submitted to the DEPARTMENT at the inception of the Project, upon 50 percent of completion, and upon completion, as applicable.
- c) The DEPARTMENT or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the DEPARTMENT or the State Auditor may deem necessary, all the CONTRACTOR'S records with respect to all matters covered in this contract. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this contract. Such rights last for six (6) years from the date final payment is made hereunder.

9. NONDISCRIMINATION PROVISION

- a) During the performance of this contract, the CONTRACTOR shall abide by all applicable federal and state nondiscrimination laws and regulations, including, but

not limited to Chapter 49.60 RCW (Washington's Law Against Discrimination) and 42 U.S.C. 12101 et. seq. (the Americans With Disabilities Act [ADA]).

- b) The CONTRACTOR shall make the Project facilities available to the public in a manner that assures fair, equal, and non-discriminatory treatment to all persons without regard to race, color, religion, sex, age, or national origin. No person shall be refused service, be given discriminatory treatment, be denied any privilege, use of facilities, or participation in activities on account of race, color, religion, sex, or the presence of a sensory, mental, or physical handicap, or be required to participate in any religious worship, exercise or instruction. The funds provided under this contract shall not be used to fund religious worship, exercise, or instruction.
- c) In the event of the CONTRACTOR'S noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the DEPARTMENT. The CONTRACTOR shall, however, be given a reasonable time in which to remedy any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth in Section 23 of this contract.

10. CONTRACT MODIFICATIONS

The DEPARTMENT and the CONTRACTOR may, from time to time, desire to make changes to this contract. Any such changes that are mutually agreed upon by the DEPARTMENT and the CONTRACTOR shall be incorporated herein by written amendment. It is mutually agreed and understood that, except for the budget modifications described in Section 11 of this contract, 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 shall not be binding.

11. MODIFICATIONS TO THE PROJECT BUDGET

- a) Notwithstanding any other provision of this contract, the CONTRACTOR may, at its discretion, make modifications not to exceed fifteen percent (15%) of each line item in the Project Budget (Attachment A), hereof.
- b) The CONTRACTOR shall notify the DEPARTMENT in writing when making any budget modification or modifications that would exceed fifteen percent (15%) of any budget line item. Any such request shall require the written approval of the DEPARTMENT, and any such modifications shall be made in writing and signed by both parties, and attached to the Project Budget (Attachment A), hereof.

- c) Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 1 of this contract.

12. TERMINATION OF CONTRACT

- a) If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this contract or if the CONTRACTOR shall violate any of its covenants, agreements or stipulations of this contract, the DEPARTMENT shall thereupon have the right to terminate this contract and withhold the remaining allocation if such default or violation is not corrected within twenty (20) days after the DEPARTMENT'S submitting written notice to the CONTRACTOR describing such default or violation; Provided, that if more than twenty (20) days are required to correct any such default or violation and the CONTRACTOR has initiated appropriate corrective measures as reasonably determined by the DEPARTMENT, the DEPARTMENT will not terminate this CONTRACT for such default or violation.
- b) Notwithstanding any provisions of this contract, either party may terminate this contract by providing the other party with written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.
- c) In the event this contract is terminated, the CONTRACTOR shall be reimbursed for eligible expenses incurred prior to the effective date of such termination and not otherwise paid for by the DEPARTMENT, as the DEPARTMENT reasonably determines.
- d) In the event funds are not reappropriated for this Project in the 2009 - 2011 biennial budget, this contract shall terminate on June 30, 2009.

13. SPECIAL PROVISION

The DEPARTMENT'S failure to insist upon the strict performance of any provision of this contract or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this contract.

14. HOLD HARMLESS

- a) It is understood and agreed that this contract is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this contract. Each party hereto agrees to be responsible and assume liability for its own negligent acts or omissions, or those of its officers, agents, or employees to the fullest extent required by law, and agrees to save, indemnify, defend, and hold the other party harmless from any such liability. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and

each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

- b) This indemnification clause shall also apply to any and all causes of action arising out of the performance of work activities under this contract. Each contract for services or activities utilizing funds provided in whole or in part by this contract shall include a provision that the DEPARTMENT and the state of Washington are not liable for damages or claims from damages arising from any subcontractor's performance or activities under the terms of the contracts.
- c) The CONTRACTOR shall defend, indemnify and save the DEPARTMENT, its officers, and employees harmless, from and against any and all claims, including reasonable attorney fees, made by the CONTRACTOR, its subcontractors, their employees and subcontractors, and any other persons, relating to the payment or reporting of prevailing wages under RCW 39.04 or RCW 39.12.

15. RECAPTURE PROVISION

In the event that the CONTRACTOR fails to expend state funds in accordance with state law and/or the provisions of this contract, the DEPARTMENT reserves the right to recapture state funds in an amount equivalent to the extent of noncompliance. Repayment by the CONTRACTOR of state funds under this recapture provision shall occur within thirty (30) days of demand. In the event that the DEPARTMENT is required to institute proceedings to enforce this recapture provision, the DEPARTMENT shall be entitled to its cost thereof, including reasonable attorney's fees.

16. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The DEPARTMENT makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this contract. This provision does not extend to claims that the DEPARTMENT may bring against the CONTRACTOR in recapturing funds expended in violation of this contract.

17. RELATIONSHIP BETWEEN THE PARTIES

The CONTRACTOR and its employees or agents performing under this contract are not deemed to be employees of the DEPARTMENT nor agents of the DEPARTMENT in any manner whatsoever, nor will they hold themselves out as nor claim to be officers or employees of the DEPARTMENT or of the state of Washington hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the state of Washington.

18. 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 action at law between the parties arising out of this contract shall be the superior court of Thurston County, Washington.

19. SEVERABILITY

In the event any term or condition of this contract or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this contract that can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this contract are declared severable.

20. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the contract period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of the DEPARTMENT, and shall meet and renegotiate the contract accordingly.

21. ENTIRE AGREEMENT

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

22. SIGNAGE, MARKERS AND PUBLICATIONS

If, during the period covered by this contract, the CONTRACTOR displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

23. DISPUTES

Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The dispute resolution team shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the CONTRACTOR, and a third party mutually agreed upon by both parties. The dispute resolution team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial setting.

24. REGULATION COMPLIANCE

The CONTRACTOR shall be responsible for obtaining all necessary licenses and permits, and for complying with any federal, state and municipal laws, codes, and regulations applicable to the project funded by this contract.

25. PREVAILING WAGE LAW

The Project funded under this contract may be subject to state prevailing wage law (Chapter 39.12 RCW). The CONTRACTOR is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. The DEPARTMENT is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

26. CHANGE OF OWNERSHIP OR USE FOR CONTRACTOR-OWNED PROPERTY

- a) The CONTRACTOR understands and agrees that any and all real property or facilities owned by the CONTRACTOR that are acquired, constructed, or otherwise improved by the CONTRACTOR using state funds under this contract shall be held and used by the CONTRACTOR for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.
- b) This provision shall not be construed to prohibit the CONTRACTOR from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by the DEPARTMENT, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this contract.
- c) In the event the CONTRACTOR is found to be out of compliance with this section, the CONTRACTOR shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 15 (Recapture provision).

27. CHANGE OF USE FOR LEASED PROPERTY

- a) The CONTRACTOR understands and agrees that any facility leased by the CONTRACTOR that is constructed, renovated, or otherwise improved using state funds under this contract shall be used by the CONTRACTOR for the purpose or

purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.

- b) In the event the CONTRACTOR is found to be out of compliance with this section, the CONTRACTOR shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 15 (Recapture Provision).

28. HISTORICAL AND CULTURAL ARTIFACTS

In the event that historical or cultural artifacts are discovered at the Project site during construction, the CONTRACTOR shall immediately stop construction and notify the local historical preservation officer and the state historical preservation officer at the Washington State Department of Archaeology and Historic Preservation.

29. REAPPROPRIATION

- a) The parties hereto understand and agree that any state funds not expended by June 30, 2009, will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.
- b) In the event any funds awarded under this contract are reappropriated for use in a future biennium, the DEPARTMENT reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

30. SURVIVAL

- a) The terms and conditions contained in this contract that by their sense and context are intended to survive the termination of this contract, including Sections 14 (Hold Harmless), 15 (Recapture Provision), 18 (Governing Law and Venue), 22 (Signage, Markers and Publications), 23 (Disputes), 26 (Change of Ownership or Use for Contractor-Owned Property) and 27 (Change of Use for Leased Property), shall so survive.

31. ADMINISTRATION

- a) The CONTRACTOR'S representative shall be David Baldwin.
- b) The DEPARTMENT'S representative shall be Daniel Aarthun.

**ATTACHMENT A
PROJECT BUDGET**

<u>Line Item</u>	<u>Amount</u>
Architecture & Engineering	\$29,625.00
Capitalized Equipment	\$266,625.00
Total Contracted Amount:	\$296,250.00

The CONTRACTOR, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the CONTRACTOR'S governing body or board of directors, as applicable, as of the date and year written below.



CONTRACTOR

Civic Services Director

TITLE

7.22.08

DATE

**ATTACHMENT B
CERTIFICATION OF THE AVAILABILITY OF FUNDS
TO COMPLETE THE PROJECT**

<u>Non-State Funds</u>	<u>Amount</u>	<u>Total</u>
Total Non-State Funds	\$0.00	\$0.00
<u>State Funds</u>		
2007 State Capital Budget	\$296,250.00	\$296,250.00
Total Non-State and State Sources		\$296,250.00

CERTIFICATION

The CONTRACTOR, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the CONTRACTOR'S governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The CONTRACTOR shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for the DEPARTMENT'S review upon reasonable request.


CONTRACTOR

Civic Services Director
TITLE

7.22.08
DATE

**ATTACHMENT C
PROJECT SCOPE OF WORK**

PROJECT SUMMARY

Funds awarded under this grant shall be used for review of public facility electrical loads to determine the appropriate size of portable generators to be purchased, and the purchase of two generators for the City of Bellevue.

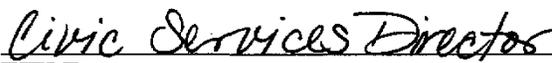
The generators will supply electricity in the event of an emergency to City Hall, a recreation center, shelter sites, fire stations, public safety training center, and select school sites.

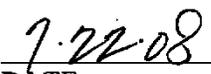
Design and review will begin Fall 2008 and the purchase of the generators will be Winter 2009.

The CONTRACTOR shall make all plans and documents funded in whole or in part by this contract available to the Department upon reasonable request.

The CONTRACTOR, by its signature, certifies that the declaration set forth above has been reviewed and approved by the CONTRACTOR'S governing body as of the date and year written below.


CONTRACTOR


TITLE


DATE

RECEIVED

**ATTACHMENT D
CERTIFICATION OF THE PAYMENT AND REPORTING
OF PREVAILING WAGES**

CERTIFICATION

The CONTRACTOR, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The CONTRACTOR shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the DEPARTMENT'S review upon request.

The CONTRACTOR, by its signature, certifies that the declaration set forth above has been reviewed and approved by the CONTRACTOR'S governing body as of the date and year written below.

CONTRACTOR

TITLE

DATE

NOT APPLICABLE

**ATTACHMENT E
CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND
ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS**

CERTIFICATION

The CONTRACTOR, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this contract. The CONTRACTOR shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to the DEPARTMENT.

The CONTRACTOR, by its signature, certifies that the declaration set forth above has been reviewed and approved by the CONTRACTOR'S governing body or board of directors, as applicable, as of the date and year written below.

CONTRACTOR

TITLE

DATE

NOT APPLICABLE

Received Facility type exemption.

EP



STATE OF WASHINGTON
DEPARTMENT OF COMMUNITY,
TRADE AND ECONOMIC DEVELOPMENT

128 - 10th Ave SW • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
June 26, 2008

Mr. Steve Sackenreuter
Facilities Manager
City of Bellevue
PO Box 90012
Bellevue, WA 98009

Dear Mr. Sackenreuter:

Enclosed for your review and signature are two originals of proposed Contract Number 08-96114-183 between the Department of Community, Trade and Economic Development and the City of Bellevue. The purpose of the contract is to provide your organization with funds appropriated under the Local and Community Projects 2008 program solely and specifically for the Public Facility Emergency Readiness project.

Please review the contract carefully. If it meets with your approval, please sign and date where indicated (the Contract Face Sheet and pages 11 through 13) and return both to me at your earliest convenience. We will sign them and return a fully executed original to you for your records.

If you have any questions or need additional information, please call me at (360) 725-5001. I can also be reached by email at bethp@cted.wa.gov.

Sincerely,

Beth Prihoda, Grants Specialist
Capital Programs

Enclosures

cc: Daniel Aarthun, Capital Programs Manager



ORIGINAL

CITY OF BELLEVUE, WASHINGTON

ORDINANCE NO. 5825

AN ORDINANCE authorizing execution of a grant contract (and any necessary supplements) with the State of Washington Department of Community, Trade, and Economic Development of up to \$296,250.00 for the purchase of Portable Generators to be used to support public facilities in an emergency event; creating a project within the Operating Grants and Donations Fund; appropriating unanticipated and future revenues to that fund; and authorizing expenditures of said grant funds.

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

Section 1. The City Manager or his designee is authorized to execute a grant contract (and any necessary supplements) with the State of Washington Department of Community, Trade, and Economic Development of up to \$296,250.00 for the purchase of Portable Generators to be used to support public facilities in an emergency event, a copy of which grant contract has been given Clerk's Receiving No. 47731.

Section 2. The appropriate administrative officials of the City are hereby authorized to receive monies and to expend the same as authorized in said grant contract.

Section 3. At the time of execution of said grant contract and acceptance of said funds, a project shall be established within the Operating Grants and Donations Fund into which all said monies shall be deposited.

Section 4. The City Manager or his designee shall have responsibility for the administration of said grant monies and shall have all authority necessary to enter into agreements regarding the use thereof including purchase agreements to expend funds as provided in said grant contract.

Section 5. The approximate amount and anticipated source of revenue for the grant proposal and acceptance is:

State of Washington Department of Community, Trade and Economic Development	\$296,250.00
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Section 6. Upon execution of said grant contract, the budget for the Operating Grants and Donations Fund shall be amended by appropriating revenues in the amount of the grant and acceptance herein authorized.

<u>Description</u>	<u>Amount Appropriated</u>
Operating Grants and Donations	\$296,250.00

Provided, however, if the actual revenue received from the anticipated source specified in said grant contract should be more or less than the anticipated amount set forth herein, the appropriation shall be adjusted to be equal to the amount actually received.

Section 7. This ordinance shall take effect and be in force five (5) days after passage and legal publication.

Passed by the City Council this 21st day of July, 2008 and signed in authentication of its passage this 21st day of July, 2008.

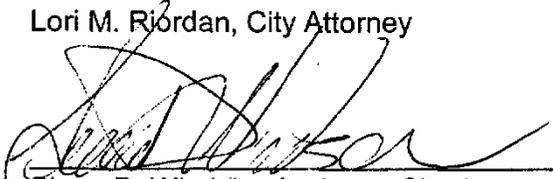
(SEAL)



Grant S. Degginger, Mayor

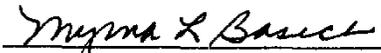
Approved as to form:

Lori M. Riordan, City Attorney



Siona D. Windsor, Assistant City Attorney

Attest:



Myrna L. Basich, City Clerk

Published July 24, 2008

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT

Ordinance No. 5825, authorizing execution of a Grant Agreement with the Washington State Department of Community, Trade, and Economic Development (CTED) to accept grant funds in the amount of \$296,250 for the purchase of Portable Generators to be used to support public facilities in an emergency event; creating a project within the Grants and Donations Fund; appropriating unanticipated and future revenues to the Grants and Donations Fund; and authorizing the expenditures of said grant funds.

FISCAL IMPACT

This is a reimbursement grant from the State of Washington CTED. The City will need to expend funds first and then will receive reimbursement for actual expenditures from the State. Adopting this Ordinance will appropriate \$296,250 to the Grants and Donations Fund to reflect grant funds to be received from the State. The approved total Grant amount is \$300,000 minus the deducted 3% state administration fee of \$3,750. There are no matching fund requirements for this grant project. Expenditures are 100% reimbursable under the grant and will not impact the Departments' operating budgets.

The new generators have a 20-year replacement cycle, and annual replacement reserves and ongoing operating costs will be set aside during the upcoming budget process and funded starting in 2011, with annual costs for replacement and maintenance/operations estimated at \$14,300.

STAFF CONTACT

Nora Johnson, Director 452-4167
Steve Sackenreuter, Facilities Manager 452-6970
Civic Services Department

POLICY CONSIDERATION

Should the City sign an agreement to accept State CTED funds that would reimburse the City for expenditures to improve emergency preparedness and response capabilities? City financial policies require that grant awards over \$50,000 must be accepted by ordinance. Funds for this grant must be expended by July 2009.

BACKGROUND

City staff prepared and submitted a Washington State Department of Community, Trade and Economic Development grant request in January 2008. The grant request was for the Public Facility Emergency Readiness project. The City was notified in April 2008 that \$296,250 was approved for this project.

The project scope involves the review of critical public facility electrical loads to determine the appropriate size of portable generators that may be required to power any of these different facilities during an extended power outage. Facilities to be reviewed include City Hall, Bellevue Service Center, recreation center shelter sites, fire stations, Public Safety Training Center, Robinswood Tennis Center,

select school sites or other public facilities to be used as shelters or sites to ensure continuous operation of critical city functions during an extended power emergency event. The majority of the grant funds will be used to purchase two multi-voltage portable generators on trailers that will be maintained for use during an emergency event. The size of the generator units will be determined by the engineering review process. These portable power units will allow the City to prioritize and provide emergency power to the most urgent need should a backup system fail or prolonged power outage occur and power not be available during an emergency.

EFFECTIVE DATE

If approved, this Ordinance becomes effective on JULY 30, 2008.

OPTIONS

1. Adopt Ordinance No. 5825 authorizing execution of a grant agreement with the Washington State Department of Community, Trade, and Economic Development (CTED) to accept grant funds in the amount of \$296,250 for the purchase of Portable Generators to be used to support public facilities in an emergency event; creating a project within the Grants and Donations Fund; appropriating unanticipated and future revenues to the Grants and Donations Fund; and authorizing the expenditures of said grant funds.
2. Do not adopt the Ordinance and provide alternative direction to staff.

RECOMMENDATION

Adopt Ordinance No. 5825 authorizing execution of a grant agreement with the Washington State Department of Community, Trade, and Economic Development (CTED) to accept grant funds in the amount of \$296,250 for the purchase of Portable Generators to be used to support public facilities in an emergency event; creating a project within the Grants and Donations Fund; appropriating unanticipated and future revenues to the Grants and Donations Fund; and authorizing the expenditures of said grant funds.

MOTION

Move to adopt Ordinance No. 5825 authorizing execution of a Grant Agreement with the Washington State Department of Community, Trade, and Economic Development (CTED) to accept grant funds in the amount of \$296,250 for the purchase of Portable Generators to be used to support public facilities in an emergency event; creating a project within the Grants and Donations Fund; appropriating unanticipated and future revenues to the Grants and Donations Fund; and authorizing the expenditures of said grant funds.

ATTACHMENTS

Proposed Ordinance No. 5825.

AVAILABLE IN COUNCIL OFFICE

Grant Agreement with CTED

CITY OF BELLEVUE, WASHINGTON

ORDINANCE NO. 5825

AN ORDINANCE authorizing execution of a grant contract (and any necessary supplements) with the State of Washington Department of Community, Trade, and Economic Development of up to \$296,250.00 for the purchase of Portable Generators to be used to support public facilities in an emergency event; creating a project within the Operating Grants and Donations Fund; appropriating unanticipated and future revenues to that fund; and authorizing expenditures of said grant funds.

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

Section 1. The City Manager or his designee is authorized to execute a grant contract (and any necessary supplements) with the State of Washington Department of Community, Trade, and Economic Development of up to \$296,250.00 for the purchase of Portable Generators to be used to support public facilities in an emergency event, a copy of which grant contract has been given Clerk's Receiving No. _____.

Section 2. The appropriate administrative officials of the City are hereby authorized to receive monies and to expend the same as authorized in said grant contract.

Section 3. At the time of execution of said grant contract and acceptance of said funds, a project shall be established within the Operating Grants and Donations Fund into which all said monies shall be deposited.

Section 4. The City Manager or his designee shall have responsibility for the administration of said grant monies and shall have all authority necessary to enter into agreements regarding the use thereof including purchase agreements to expend funds as provided in said grant contract.

Section 5. The approximate amount and anticipated source of revenue for the grant proposal and acceptance is:

State of Washington Department of Community, Trade and Economic Development	\$296,250.00
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Section 6. Upon execution of said grant contract, the budget for the Operating Grants and Donations Fund shall be amended by appropriating revenues in the amount of the grant and acceptance herein authorized.

1031-ORD
07/08/08

<u>Description</u>	<u>Amount Appropriated</u>
Operating Grants and Donations	\$296,250.00

Provided, however, if the actual revenue received from the anticipated source specified in said grant contract should be more or less than the anticipated amount set forth herein, the appropriation shall be adjusted to be equal to the amount actually received.

Section 7. This ordinance shall take effect and be in force five (5) days after passage and legal publication.

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

(SEAL)

Grant S. Degginger, Mayor

Approved as to form:

Lori M. Riordan, City Attorney



Siona D. Windsor, Assistant City Attorney

Attest:

Myrna L. Basich, City Clerk

Published _____

CR #: 47731 Date: 7-29-11 Loc: INTRLDC-000 PO #: 810905-000



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

OND 5825

Grant Agreement Routing Form

Current Agreement Information

Agreement Title: Public Facility Emergency Readiness Project
Agreement Description: Grant Agreement with the Washington State Department of Community, Trade, and Economic Development (CTED) to accept grant funds in the amount of \$296,250.00 for the purchase of Portable Generators to be used to support public facilities in an emergency event.
Agreement Form: Custom Agreement Document

Agreement Type: Grant
Document Type: Funding Agreement
Agreement Manager: Brad Miyake
Agreement Amount: \$296,250.00
Total Aggregate Value: NaN

Project Information: **Project Manager:** Steve Sackenreuter
Project Name: Public Facility Emergency Readines... **Are matching funds required on this project?** No
Department: Civic Services.

Granting Organization Information:
Funding Agency: Washington State
Administrative Agency: Department of Community, Trade, and Economic Development
Administrative Agency JDE Vendor #: 36246
Funding Program Name: Local and Community Projects 2008

Agreement Terms:
Original Effective Date: 07/21/2008 (estimated date) **End Date:** 06/30/2011 (actual date)

Related Agreement Information:
 Is this a renewal/amendment? No

Council Approval:
Council Award Date: 7/21/2008 **Ordinance #:** **Resolution #:**

Route:	In	Out
Contracting Services: <i>M. Schwab</i>	<u>7/3/08</u>	<u>7/3/08</u>
Accounting: <i>[Signature]</i>	<u>7/5/08</u>	<u>7/5/08</u>
Information Technology: Not Required		
Legal: <i>[Signature]</i>	<u>7/3/08</u>	<u>7/7/08</u>
Insurance Reviewed By: <i>Jane Nicolai</i>	<u>7/7/08</u>	<u>7/8/08</u>
Department Director: <i>Teresa Starbuck</i>	<u>7-9-08</u>	<u>7-9-08</u>
Contracting Services: <i>M. Schwab</i>	<u>7/28/11</u>	<u>7/28/11</u>
Return To: Teresa Starbuck		
City Clerk's Office: <i>M. Toman</i>	<u>7-29-11</u>	<u>7-29-11</u>