City Clerk's Office
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CONTRACTS & AGREEMENTS
ECM INDEX DATA

INTRLOC_00 — File Location

WA ST MILITARY DEPARTMENT — Vendor Name

WA ST MILITARY DEPT
3/31/2009

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Vendor Name: WA ST MILITARY DEPARTMENT
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CR#: 47997
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Ordinance: 5823
Resolution:
Leg Date: 7/7/2008
Vendor #: 74109
Description: GRANT FUNDS FOR CITY'S EMERGENCY PREPAREDNESS EFFORTS PO 1110463-000

INTRLOC_00
INTERLOCAL AGREEMENTS
12/31/2099
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Notes:

Oct 10, 2011 FSU: M JDE: M SI: M ECM: M

CR# 47997 DATE 9-28-11 Loc INTRLOC-000

Washington State Military Department
CONTRACT FACE SHEET

ORD 5823

1. Contractor Name and Address:	2. Contract Amount:	3. Contract Number
City of Bellevue Emergency Preparedness PO Box 90012 Bellevue, WA 98009-9012	$95,179	E08-296
4. Contractor's Contact Person, phone number:	**5. Contract Start Date:**	**6. Contract End Date:**
Rebecca Clark, (425) 452-7923	October 1, 2007	March 31, 2009
7. MD Program Manager/phone number:	**8. State Business License #:**	**9. UBI # (state revenue):**
Rachel Sova (253) 512-7064	NA	179-016-746

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

11. Funding Source Agreement #:	12. Program Index # & OBJ/SUB-OJ	13. CFDA # & Title:	14. TIN or SSN:
2008-EM-E8-0028	78313, 78314 NZ	97.042 EMPG	91-6007020

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

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

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

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

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

22. BRIEF DESCRIPTION:
To provide U.S. Department of Homeland Security (DHS) Emergency Management Performance Grant (EMPG) funds to local jurisdictions and tribes that have emergency management programs to support their emergency management operating budget in an effort to enhance their emergency management program.

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 8-14-08
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:

Myrna R Basich, Asst City Manager, for
Signature Date
Steve Sarkozy, City Manager 07/24/08
For
City of Bellevue Emergency Preparedness

Form 10/27/00 kdb

SPECIAL TERMS AND CONDITIONS

ARTICLE I -- COMPENSATION SCHEDULE:

This is a fixed price, reimbursement contract. Within the total contract amount, travel, subcontracts, salaries and wages, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this contract. Any travel or subsistence reimbursement allowed under the contract shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended and in agreement with federal rates. Receipts and/or backup documentation for any approved budget line items including travel related expenses that are authorized under this contract must be maintained by the Contractor and be made available upon request by the Military Department.

Some flexibility to shift funds between/among budget categories is allowed as follows: Changes to any single budget category in excess of 10% or $100, whichever is greater, will not be reimbursed without the prior written authorization of the Department. Budget categories are as specified or defined in the budget sheet of the contract.

ARTICLE II -- REPORTS:

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

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

Invoices must be submitted no more frequently than monthly and it is recommended that invoices be submitted at least bi-annually.

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

All contract work must end on the contract end date, however the Contractor has up to 45 days after the contract end date to submit all final billing.

Technical	#/Copies	Due Date
Bi-Annual Strategy Implementation Report	**Electronic**	**January 15 July 15**
Performance Report	**Electronic**	**August 15, 2008**
Final Report	**Electronic**	**No later than 45th day following the contract end date**
NIMS Compliance Progress Reports	**Electronic**	**September 30, 2008**

All contract work must end on the contract end date, however the Contractor has up to 45 days after the contract end date to submit all final reports and/or deliverables.

The Bi-Annual Strategy Implementation Report will be submitted via DHS's web-based grant reporting tool located at https://www.reporting.odp.dhs.gov/.

The Performance Report and the Final Report will be submitted via the Military Department's web-based grant management tool located at https://fortress.wa.gov/mil/gms/gms/.

ARTICLE III -- KEY PERSONNEL:

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

CONTRACTOR:	MILITARY DEPARTMENT:
Rebecca Clark	**Rachel Sova, EMPG Program Manager**

ARTICLE IV – ADMINISTRATIVE REQUIREMENTS:

The Contractor 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; **A-133**, Audits of States, Local Governments, and Non-Profit Organizations; and **44 CFR**, FEMA's codified regulations.

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

1. Funds are provided by the U.S. Department of Homeland Security (DHS) solely for the use of supporting emergency management programs as provided by the **Emergency Management Performance Grant (EMPG)**. The Contractor shall use the funds to perform tasks as described in the Statement of Work and Budget portions of the Contractor's request for funding, as approved by the Department. Funding may not be used to replace or supplant existing local or tribal government funding of emergency management programs.
2. The Contractor shall provide a match of **$95,179** of non-federal origin. Said match may be in the form of goods, services, and in-kind services.
3. 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. 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.

   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.
4. The Contractor agrees that in order to receive Federal Fiscal Year 2008 (FFY08) federal preparedness funding, to include EMPG, the National Incident Management System (NIMS) compliance requirements for 2007 must be met. Applicants will be required to certify as part of their FFY08 EMPG applications that they have met the FFY07 NIMS requirements.

   The NIMS Integration Center (NIC) web page, http://www.fema.gov/emergency/nims/index.shtm, is updated regularly with information about the NIMS. The website can also be used as a useful tool to determine the extent to which your jurisdiction is already compliant, as well as identify the NIMS requirements you have not yet met.

ARTICLE VI – EQUIPMENT MANAGEMENT:

All equipment purchased under this contract, by the Contractor or a Subcontractor, will be recorded and maintained in the Contractor's equipment inventory system.

1. Upon successful completion of the terms of this contract, all equipment purchased through this contract will be owned by the Contractor, or a recognized sub-contractor/sub-grantee for which a contract, sub-grant agreement, or other means of legal transfer of ownership is in place.
2. The Contractor, or a recognized sub-contractor/sub-grantee, shall be responsible for any and all operation and maintenance expenses and for the safe operation of their equipment including all questions of liability.
3. The Contractor shall maintain equipment records that include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Catalogue of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.
4. Records for equipment shall be retained by the 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.

5. The Contractor shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Contractor to determine the cause of the difference. The Contractor shall, in connection with the inventory, verify the existence, cur utilization, and continued need for the equipment.
6. The Contractor shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated and a report generated.
7. The Contractor will develop adequate maintenance procedures to keep the property in good condition.
8. If the Contractor is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
9. 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.
10. As sub-grantees of federal funds the Contractor must pass on equipment management requirements that meet or exceed the requirements outlined above for all sub-contractors, consultants, and sub-grantees who receive pass-through funding from this contract.

ARTICLE VII – SUBRECIPIENT MONITORING

The Department will monitor the activities 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 requirement federal grant guidance, applicable federal and state financial guides, as well as OMB Circular A-133 and A- where applicable.

Monitoring activities may include:

- review of performance reports;
- monitoring and documenting the completion of contract deliverables;
- documentation of phone calls, meetings, e-mails and correspondence;
- review of reimbursement requests to insure allowability and consistency with contract budget;
- observation and documentation of contract related activities, such as exercises, training, funded events and equipment demonstrations;
- on-site visits to review equipment records and inventories, verify source documentation for reimbursement requests and performance reports and verify completion of deliverables.

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

ARTICLE VIII – ENVIRONMENTAL AND HISTORIC PRESERVATION

The contractor shall ensure full compliance with FEMA's Environmental and Historic Preservation (EHP) Program. Information about these requirements can be found on pages 14-15 of the EMPG FFY08 Program Guidance located at http://www.fema.gov/emergency/empg/empg.shtm or on FEMA's website at http://www.fema.gov/plan/ehp/ehp-applicant-help.shtm.

Washington Military Department
GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS**

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

a. **"Department"** shall mean the Washington Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. SUBRECIPIENT MONITORING

a. The Department, as a Recipient and/or Pass-Through Entity, receives federal financial assistance under federal programs and is charged with maintaining compliance with federal and state laws and regulations regarding the monitoring, documentation, and auditing 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 and the Subrecipient Monitoring Procedures (WMD Policy number 00-025-05.)

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 ensures contractor compliance with the terms, conditions, and requirements of a contract.

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

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

3. RECORDS, MONITORING AND AUDIT ACCESS

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

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

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

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

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

Non-federal entities as subrecipients that expend **$500,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with the Office of Management and Budget (OMB) Circular A-133-Audits of States, Local Governments, and Non-Profit Organizations (revised June 27, 2003, effective for fiscal years ending after December 31, 2003). Non-federal entities that spend less than **$500,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in Circular No. A-133. Circular A-133 is available on the OMB Home Page at http://www.omb.gov and then select "Grants Management" followed by "Circulars".

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

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

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

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

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

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

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

5. **RECAPTURE PROVISIONS**

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

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

6. **COMPLIANCE WITH APPLICABLE LAW**

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

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

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

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

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

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

8. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336**, 42 U.S.C. § 12101 et seq. and 28 C.F.R Part 35 and other implementing regulations. The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

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

10. **PUBLICITY**
The Contractor agrees to submit to the Department all advertising and publicity relating to this contract wherein the Department's name is mentioned or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity without the prior written consent of the Department.

11. **DISCLOSURE**
The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities with respect to services provided under this contract is prohibited except by prior written consent of the Department.

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

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

LIMITATION OF AUTHORITY -- "Authorized Signature"

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

14. **CONTRACTOR NOT EMPLOYEE – INDEPENDENT STATUS OF CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this contract. The Contractor and/or employees or agents performing under this contract are not employees or agents of the Department in any manner whatsoever, and will not be presented as nor claim to be officers or employees of the Department or of the State of Washington by reason hereof, nor will the Contractor and/or employees or agents performing under this contract make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or of the State of Washington, including, but not limited to, Worker's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the Contractor is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right.

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

15. **NONASSIGNABILITY**

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

16. **SUBCONTRACTING**

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

17. ***CONTRACT MODIFICATIONS***

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

18. **SEVERABILITY**

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

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

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

21. **TRAVEL AND SUBSISTENCE REIMBURSEMENT**
Unless the contract specifically provides for different rates, any travel or subsistence reimbursement allowed under the contract shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The Contractor may be required to provide to the Department copies of receipts for any travel related expenses other than meals and mileage (example: parking lots that do not provide receipts) that are authorized under this contract.

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

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

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

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

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

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

27. **LOSS OR REDUCTION OF FUNDING**
In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the Department may reduce its scope of work and budget or unilaterally terminate all or part of the contract as a "Termination for Cause", without providing the Contractor an opportunity to cure. Alternatively, the parties may renegotiate the terms of this contract under "Contract Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

28. **TERMINATION OR SUSPENSION FOR CAUSE**

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

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

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

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

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

29. **TERMINATION FOR CONVENIENCE**

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

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

30. **TERMINATION PROCEDURES**

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

If the termination is for convenience, the Department shall pay to the Contractor the agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of contract termination, and the amount agreed upon by the Contractor and the Department for (i) completed work and services and 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 Emergency Management Performance Grant Program

INTRODUCTION: The Washington State Military Department Emergency Management Division (EMD) receives grant monies each year from the U.S. Department of Homeland Security (DHS) through the Emergency Management Performance Grant (EMPG). A portion of this grant has been identified by the state to be passed through to local jurisdictions and tribes that have emergency management programs to supplement their local/tribal operating budget. Each jurisdiction or tribe that applies and meets the qualifications specified in WAC 118-09 regarding emergency management assistance funds is awarded a grant based on the size of their agency's emergency management operating budget. Funds are used by local jurisdictions and tribes to enhance their emergency management capability.

The **Statement of Work** outlines the activities and deliverables the Contractor has identified to be performed for FFY08 EMPG. The **Timeline** outlines the schedule that the Contractor agrees to in order to fulfill the grant deliverables during the contract performance period. The **Budget Sheet** outlines the Contractor's emergency management operating budget (excluding federal funds) that is dedicated to emergency management activities. In addition, the Budget Sheet is used to announce the FFY08 EMPG award.

GENERAL PROGRAM REQUIREMENTS:

1. Prepare and submit a Bi-Annual Strategy Implementation Report (BSIR), via the web-based grant reporting tool (https://www.reporting.odp.dhs.gov). Failure to meet all of the reporting deadlines outlined in the Milestone and Timeline Schedule will prohibit the Contractor from being reimbursed while reports are outstanding.

2. Report progress on deliverables and advise the Military Department, in writing, of necessary adjustments to the content of the contract. Performance reports will be submitted using the on-line electronic Grant Management System (e-GMS) located at https://fortress.wa.gov/mil/gms/gms/.

3. Adhere to all financial and procurement guidance, including competitive processes and other procurement requirements, to include: Office of Management and Budget (OMB) Circulars, A-87 (Cost Principles for State, local and Indian Tribal Governments) and A-133 (Audits of States, Local Governments, and Non-Profit Organizations) and Federal Emergency Management Agency's codified regulations, 44 CFR. Local and state procurement and contracting regulations take precedent over these requirements when local and state regulations are more stringent.

   - Adhere to DHS requirements that all sole source contracts over $100,000 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 sub-contractors, at which point the Contractor will be responsible for reviewing and approving their sub-contractors' sole source justifications.
   - Adhere to DHS 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 the Department before the contract is executed. This requirement must be passed on to all of the Contractor's sub-contractors, at which point the Contractor will be responsible for reviewing and approving their sub-contractors' contract.

4. Plan and implement equipment purchases, exercises, training, planning and management/ administration in accordance with the FFY08 Emergency Management Performance Grant Program Guidance, which can be found at http://www.fema.gov/pdf/emergency/empg/fy08_empg_guidance.pdf, as well as all subsequent policy changes.

5. Ensure that all sub-contractors are in compliance with the FFY08 Emergency Management Performance Grant Program Guidance through monitoring of expenditures and periodic reviews of activities.

6. If purchasing equipment using EMPG funds, the Contractor must meet the following requirements:
   a. Be in compliance with the DHS Authorized Equipment List (AEL), as detailed at: http://www1.rkb.mipt.org/.

b. Submit all proposed equipment purchases to the Committee on Homeland Security, sub-committee on equipment to ensure that the requested equipment is on the AEL, is aligned with the statewide equipment purchasing strategy, and submit to DHS if necessary. No reimbursement for purchased equipment will occur until the appropriate approvals have be obtained.

c. 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.

d. 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 and contracts 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.

7. Exercises that are implemented with grant funds must meet the requirements of the FFY08 Emergency Management Performance Grant. Upon completion of the exercise, an After Action Report and an Improvement Plan must be prepared and submitted to the Department within 60 days of completion of the exercise. Final reimbursement for related expenditures can not be made until this requirement has been met.

8. No more than 3% of the total grant award may be used on Management and Administrative expenditures.

9. Submit at maximum monthly requests for reimbursement to the Department for costs incurred using the online e-GMS located at https://fortress.wa.gov/mil/gms/gms/.

10. No costs will be paid in advance of their being incurred by the Contractor.

11. No equipment or supply costs will be reimbursed until the items have been received by the Contractor and invoiced by the vendor.

12. No travel or subsistence costs, including lodging and meals, reimbursed with EMPG funds may exce federal maximum rates which can be found at http://www.gsa.gov.

13. Expend a minimum 15% of contract award on planning activities.

CONTRACTOR TASKS:

1. Perform activities described in the attached Scope of Work (Attachment A).

2. Manage and administer the FFY08 Emergency Management Performance Grant Program.

3. If necessary, hire a Subcontractor to assist in accomplishing the contract tasks.

4. Complete all work under the contract by the contract end date, to include receipt of approved equipment items and supplies.

5. Each request for reimbursement will be accompanied by a spreadsheet detailing the expenditures to be reimbursed as well as the expenses to be considered the match for those funds. 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 "all items invoiced have been received, are operational, and have been inventoried according to contract and local procurement requirements."

THE MILITARY DEPARTMENT AGREES TO:

1. Provide technical assistance, expertise, and state coordination with DHS where necessary.

2. Reimburse the Contractor within 45 days of receipt and approval of requests for reimbursement and documentation of expenditures as required.

MILESTONE TIMELINE

FFY08 Emergency Management Performance Grant Program

MILESTONE	TASK
October 1, 2007	Start of contract performance period.
May 2008	Contract Execution.
August 15, 2008	Submission of Performance Report to e-GMS.
September 30, 2008	Submit NIMS compliance report.
January 15, 2009	Submission of Bi-annual Strategy Implementation Report (BSIR) to the Grant Reporting Tool (GRT) for FFY08 EMPG.
March 31, 2009	End of grant performance period.
No later than May 14, 2009	Submit all final reports, requests for reimbursement and/or deliverables.
July 15, 2009	Submission of final Bi-annual Strategy Implementation Report (BSIR) to GRT for FFY08 EMPG

Budget Sheet
FFY08 Emergency Management Performance Grant Program

Contract expenditures shall be documented according to the following categories when appropriate:

LOCAL EMERGENCY MANAGEMENT OPERATING BUDGET SUMMARY

	2008 Local Funds Budget*
Salaries and Benefits	$286,903
In-Direct Costs	$0
Travel	$5,798
Equipment	$7,154
Supplies	$38,564
Telephones	$3,615
Printing	$7,966
Janitorial/Maint	$88,293
Auto Lease	$12,143
Space Rental	$35,388
Insurance	$3,422
Subcontractor	$3,172
Other	$5,279
Total All Program Costs	$497,697

FFY 08 EMPG Award-Planning	**$14,277**
FFY 08 EMPG Award-Other	**$80,902**

The **Bellevue Emergency Preparedness** award is **$95,179.** This is based on the FFY08 allocation factor of **19.12%** of approved local/tribal emergency management operating budgets. This award will not be used to supplant the existing local/tribal funds identified above. The Department's Reimbursement Spreadsheet will accompany each reimbursement request submitted in e-GMS. In addition, the Contractor agrees to make all records available to Military Department staff, upon request. **A total of 3% of this award can be used to pa for management and administration of this contract.**

* No federal funds are included in the local emergency management operating budget.

Funding Source: U.S. Department of Homeland Security - PI# 78313, 78314 – EMPG

Scope of Work
FFY08 Emergency Management Performance Grant Program

Communications and Warning

Activities and deliverables within the communications and warning functional area require the ability to communicate in a disaster and effectively warn the public. This is the primary area where standards of communications interoperability and redundancy are addressed.

Required Activities	Deliverable	Performance Measures	Deadline
1. Participate in all scheduled National Warning System (NAWAS) tests and exercises, whether a Primary NAWAS Warning Point, a Secondary Warning Point, or a Tertiary Warning Point. This is the on-going test of the statewide warning fan-out as outlined in the State CEMP and warning annex. All emergency management jurisdictions must be a part of this fan-out.	a. Ensure jurisdiction is incorporated into the fan out. b. Participate in scheduled tests.	Jurisdiction will be better prepared to activate NAWAS in an emergency. Success will be measured through the number of successful NAWAS tests completed.	Ongoing
2. Work with EMD to ensure Comprehensive Emergency Management Network (CEMNET) capability is maintained and participate in scheduled testing between the local Emergency Operations Center (EOC) or similar facility and the state EOC.	Communicate regularly with EMD to retain CEMNET capability and participate in testing as scheduled.	Jurisdiction will be better prepared to use CEMNET in an emergency. Success will be measured by the number of scheduled tests the jurisdiction participates in.	Ongoing
3. Develop and/or update local plans and equipment for use of amateur radio (HAM bands) through the Radio Amateur Civil Emergency Service (RACES) program and as per the state RACES plan.	Update local plans and equipment as necessary.	Jurisdiction will be better prepared to utilize RACES volunteers, particularly if other communication capabilities are inoperable, in an emergency.	Ongoing
4. Where possible, work with the Local Area Emergency Alert System (EAS) Committee (LAECC) to complete an EAS plan and the Local Relay Network (LRN) per existing guidance from the FCC, FEMA, and the State Emergency Communications Committee with assistance from the State EMD Telecommunications staff.	Develop/update an EAS Plan as needed.	Updated plans will result in an improved capability to utilize the EAS in an emergency.	Ongoing
5. Participate in all scheduled EAS tests commensurate with your EAS plan and operational status of your LRN.	Participate as scheduled.	Jurisdiction will be better prepared to activate EAS in an emergency. Success will be measured by the number of scheduled tests the jurisdiction participates in.	Ongoing

6. Notify the state EOC immediately upon activation of your local EOC. Provide periodic (at least once per day) Situation Reports (SITREPs)	Submit a daily Situation Report (SITREP) to the state EOC during activation.	Coordination between the state and the local EOC will improve response capabilities in an event.	As required due to an activation.
7. If notified by the State that it has activated to the Phase III level, log into WebEOC using the State's website located at: https://fortress.wa.gov/mil/webeoc/eoc6/, when possible. If the activation affects your jurisdiction you should remain logged-in. For log-in information for the State's website, contact Peter Nguyen, WebEOC Coordinator at (253) 512-7020.	Log-in when notified of a Phase III event.	Improved information sharing at the state and local level will improve response capabilities in an event. Successful log-ins for activations and exercises will be recorded within WebEOC.	As required due to an activation.

Crisis Communication, Public Education and Information

Activities and deliverables within the crisis communication, public education and information functional area should address procedures for disseminating information to the public pre-, during, and post-disaster.

Required Activities	Deliverable	Performance Measures	Deadline
1. Conduct a public disaster education program for the inhabitants of your community.	a. Preparedness presentations and distribution of preparedness materials to schools, civic groups, business organizations, nursing care facilities, child care facilities, governmental agencies, hospitals, the general public, etc. and/or b. Participate in the State's April Disaster Preparedness Campaign.	Citizens of Washington will be better able to care for themselves, family members, neighbors, etc. and will improve their ability to stay safe during an emergency. Success can be measured through the number of presentations provided or participation in the April campaign.	Ongoing throughout the year.
Additional Activities	**Deliverable**	**Performance Measures**	**Deadline**
Assist with the regional annual Partners in Emergency Preparedness Conference	A. Serve on the steering Committee. B. Contribute to the conference success through coordination, curriculum development, marketing, etc.	A. Division staff will participate with representation on the steering committee. B. Division staff assists with conference coordination, curriculum development, marketing, sponsorship, etc.	A. Ongoing throughout the year. B. 6th Quarter.

Direction, Control and Warning

Activities and deliverables within the direction, control, and warning functional area should address the ability to analyze a situation, make decisions for response, direct and coordinate response forces and resources, and coordinate with other jurisdictions. This requires use of a recognized National Incident Management System (NIMS) and compliance with NIMS requirements to remain eligible for all future preparedness funding.

Required Activities	Deliverable	Performance Measures	Deadline
1. Be fully compliant with all federal fiscal year 2008 National Incident Management System (NIMS) compliance requirements by September 30, 2008. For specifics on the NIMS requirements please contact Jim Kadrmas, State NIMS Coordinator, at nimscoordinator@emd.wa.gov or (253) 512-7027.	Report NIMS compliance progress through the state online NIMS reporting tool.	Emergency responders will have a uniform set of processes and procedures thus improving all-hazard incident response capabilities.	September 30, 2008

Exercises, Evaluations and Corrective Actions

Activities and deliverables within the exercise, evaluation, and corrective actions functional area calls for regularly scheduled exercises, evaluations and corrective actions, including a process for addressing corrective actions.

Required Activities	Deliverable	Performance Measures	Deadline
1. Each jurisdiction receiving EMPG funds must participate in the design, conduct and evaluation of at least one exercise during the performance period: full-scale, functional or tabletop. The exercise should fit into the jurisdiction's multi-year exercise plan and be consistent with the Homeland Security Exercise and Evaluation Program (HSEEP). At least one full-scale and one functional exercise must be completed within a five-year period. The exercise may be accomplished alone or in conjunction with FEMA, EMD, other public or private entities, or with neighboring jurisdictions.	Submit an After Action Report (AAR) and Improvement Plan (IP) to the State Exercise Training Officer (ETO) within 60 days of the completion of the exercise. The recommended format for the AAR and IP can be found in Volume III of the HSEEP manuals at https://hseep.dhs.gov/support/VolumeIII.pdf	Through the exercise process a jurisdiction can determine areas of strength and weakness in response capabilities. Development of an AAR and IP allows for the documentation and follow-up on those issues. Upon submission and approval of the AAR, the ETO will issue a letter of EMPG credit to the jurisdiction.	March 5th, 2008
2. In the event a jurisdiction experiences an actual event that adequately tests overall emergency management capabilities, exercise credit may be requested within 60 days.	Submit an After Action Report (AAR) and Improvement Plan (IP) to the State Exercise Training Officer (ETO) within 60 days of the end of the activation. The recommended format for the AAR and IP can be found in Volume III HSEEP manuals at https://hseep.dhs.gov/support/VolumeIII.pdf	Development of an AAR and IP allows for documentation and follow-up on issues identified during an activation. Upon submission and approval of the AAR, the ETO will issue a letter of EMPG credit to the jurisdiction.	*As necessary, depending on actual events.*

Mutual Aid

Activities and deliverables within the mutual aid functional area should address the development and maintenance of mutual aid agreements.

Required Activities	Deliverable	Performance Measures	Deadline
1. Review mutual aid agreements, following the guidance set forth in the state Emergency Management Division's Mutual Aid and Inter-local Agreement Handbook.	Update mutual aid agreements as deemed necessary by the jurisdiction.	Up-to-date mutual aid agreements enable expedited partnership and support among jurisdictions during an actual emergency.	*No mutual aid agreements are due at this time.*

Planning

Activities and deliverables within the planning functional area should address the development and general content of the program's emergency operations plan, strategic plan, mitigation plan, recovery plan, evacuation plan, continuity of operations/continuity of government plan, etc.

Required Activities	Deliverable	Performance Measures	Deadline
1. Review the Comprehensive Emergency Management Plan (CEMP) and supporting Emergency Support Functions (ESFs). The CEMP should be compliant with both the National Response Framework and the National Incident Management System (NIMS). Requirements for plan development and submission are provided in RCW 38.52.070, WAC 118.09 and WAC 118.30.	a. Any jurisdiction that has not submitted an updated CEMP to the state Emergency Management Division within the past four years must do so during this program year. b. First time applicants must complete a draft of their Basic Plan portion of the CEMP within the program year.	CEMP will address all hazards identified in the jurisdiction's Hazard Identification and Vulnerability Analysis and infrastructure and improve the jurisdiction's ability to prepare for, respond to and recover from an emergency.	*(Within Four Years of Date of last CEMP submission to State EMD)*
Additional Activities	**Deliverable**	**Performance Measures**	**Deadline**
Begin developing a City Evacuation Plan	A. Work with other regional jurisdictions to establish areas and routes. B. Work with the City Emergency Management Committee to establish guidelines for evacuation.	A. Regional meetings will be attended. B. The Emergency Management Committee will draft an outline for the evacuation plan.	A. Ongoing B. 6th Quarter

Submit a city-wide continuity of operations plan to City council.	A. Convene a working group of department management-level representatives. B. Vet plan through department directors and inform City Council of COOP plan.	A. COOP Planning group is identified and consolidating individual department COOP plans to one draft document. B. Plan is provided to City Council.	A. 4th Quarter B. 6th Quarter

Finance and Administration

Activities and deliverables within the finance and administration functional area require a financial management framework that complies with applicable government requirements and that allows for expeditious request for, and receipt and distribution of funds.

Required Activities	Deliverable	Performance Measures	Deadline
1. Submit reimbursement requests online, ensuring that expenditures comply with FEMA's EMPG FFY08 Program Guidance, all applicable Office of Management and Budget (OMB) Circulars (A-87, A-102, A-133) as well as FEMA's Administrative Requirements in the Code of Federal Regulations (CFR) 44. OMB Circulars can be found at: www.whitehouse.gov/OMB/circulars CFR 44 can be found at: http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfry1_07.html The Uniform Administrative Requirements related to Grants can be found in Part 13.	a. Submit requests for reimbursement online using e-GMS. A Reimbursement Spreadsheet showing how EMPG funds were spent must accompany all requests for reimbursement. **Expenditures listed on the Reimbursement Spreadsheet cannot be items listed in the 2008 Local Funds Budget portion of the Emergency Management Operating Budget in this application.** b. Verify in performance reports that the agency has reviewed and agrees to all relevant State and Federal requirements.	EMPG funds enhance local/tribal emergency management programs and are spent in accordance with all applicable laws and guidelines.	*As needed with final invoice due 45 days after the end of the contract*

Program Management

Activities and deliverables within the program management functional area should address program structure and organization so that an agency is capable of coordinating emergency preparedness, mitigation, response and recovery activities across multiple agencies and organizations.

Required Activities	Deliverable	Performance Measures	Deadline
1. Progress reports and BSIRs are required twice during the contract period. Failure to submit either type of report may result in cancellation of the contract.	a. Progress reports must be submitted online in e-GMS. Reports must clearly describe the progress the recipient is making towards the deliverables described in this Scope of Work. The final report should highlight the ***Impact*** EMPG funding has had on the jurisdiction's capabilities. b. The Bi-annual Strategy Implementation Report (BSIR) must be submitted through the Dept. of Homeland Security on-line Grant Reporting Tool every July and January.	Demonstration of the impact EMPG funding has on emergency management capabilities will be documented in progress reports.	a. August 15. 2008 and 14, 2009 b. January 15, 2009 and July 15, 2009.
Additional Activities	**Deliverable**	**Performance Measures**	**Deadline**
Explore the number of partnerships created with local private and non-profit entities to increase program effectiveness and relevance.	Create new partnerships with two new entities within the grant year.	Meet with two outside agencies to discuss partnering for emergency preparedness and encourage their participation on Bellevue's Emergency Management Committee.	6th Quarter
Maintain active city wide participation in continued emergency management program management.	A. Convene the Emergency Management Committee at least six times per year for planning, training and drilling. B. Convene the emergency Operations Board quarterly for policy and program direction, training and drilling. C. Maintain staff and material support for the Eastside Amateur Radio support auxiliary communication group.	A. The Emergency Management Committee meets at least every other month. B. The Emergency Operations Board meets quarterly. C. Staff develops and facilitates EARS group meetings, drills, and trainings.	Ongoing

Hazard Identification, Risk Assessment and Impact Analysis

Activities and deliverables within the hazard identification, risk assessment, and impact analysis functional area should address a comprehensive assessment and identification of risks, including potential natural and human-caused events, and the potential impact of those hazards. These identification and analysis activities, including current efforts to better identify risks to critical infrastructures, should then feed into the planning process.

Activities	Deliverable	Performance Measures	Deadline
n/a			

Hazard Mitigation

Activities and deliverables within the hazard mitigation functional area require that the program create and implement a strategy to lessen the impacts of disasters. The strategy must take into account results of hazard identification and risk assessments, analysis of impacts of each hazard, and experiences in the jurisdiction, and must prioritize mitigation projects based on loss reduction.

Activities	Deliverable	Performance Measures	Deadline
Adopt Hazard Mitigation Plan Annex to the King County Regional Hazard Mitigation Plan.	A. Once State review is complete City Council will adopt the Hazard Mitigation Plan Annex.	A. Presentation to the City Council of the Hazard Mitigation Plan Annex.	A. 6th Quarter.

Laws and Authorities

Activities and deliverables within the laws and authorities functional area should address the legal underpinnings necessary to authorize and conduct an emergency management program.

Activities	Deliverable	Performance Measures	Deadline
n/a			

Logistics and Facilities

Activities and deliverables within the logistics and facilities functional area should address facilities and a logistical framework capable of supporting response and recovery operations. This includes the requirement for emergency operations primary and alternate facilities that are established, equipped, periodically tested, and maintained.

Activities	Deliverable	Performance Measures	Deadline
n/a			

Operations and Procedures

Activities and deliverables within the operations and procedures functional area should address standard operating procedures, checklists, and other instructions to execute the emergency operations plan and other plans. Procedures should relate to hazards previously identified by the jurisdiction.

Activities	Deliverable	Performance Measures	Deadline
Update Standard Operating Procedures.	A. Evaluate and revise Standard Operating Procedures following all exercises and real events. B. Evaluate and revise the Emergency Operations Center Manual following all activations of the EOC.	A. SOP's revised per After Action Report and Corrective Actions Implementation plan. B. EOC Manual revised as necessary.	A. & B. 5th quarter
Improve incident tracking in the EOC.	A. Review and revise incident tracking in the EOC.	A. Explore best practices used at other EOC's in the region. B. Test new procedure ideas. C. Implement new tracking.	A. 3rd quarter B. 4th quarter C. 5th quarter

Resource Management

Activities and deliverables within the resource management functional area involve methodologies for prompt and effective identification, acquisition, distribution, tracking and use of personnel and equipment needed for emergency functions.

Activities	Deliverable	Performance Measures	Deadline
Build a comprehensive list of City resources, and the locations items reside.	Each department through the Emergency Management Committee will inventory departmental resources for disaster response and recovery use.	Emergency Management Committee members will provide progress reports at the regularly scheduled committee meetings.	5th Quarter

Training

Activities and deliverables within the training functional area require that the program maintain a documented training program for emergency management/response personnel and public officials, including that emergency personnel receive training on the incident management system of the jurisdiction.

Activities	Deliverable	Performance Measures	Deadline
Attend State Federal and other pertinent training and professional conferences continuing to improve and stay current on emergency management skills.	EPD and other city staff will complete training as it is available.	Staff will have an increased knowledge and skill base during all four phases of emergency management.	Ongoing

1027-ORD
06/25/08

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

ORDINANCE NO. 5823

AN ORDINANCE authorizing execution of a grant contract (and any necessary supplements) with the Washington State Military Department of up to $95,179 to supplement the City's emergency preparedness efforts.

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 Washington State Military Department of up to $95,179 to supplement the City's emergency preparedness efforts, a copy of which grant contract has been given Clerk's Receiving No. 47997.

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.

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

Washington State Military Department	$95,179

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.

Description	Amount Appropriated
Operating Grants and Donations	$95,179

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.

ORIGINAL

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 7th day of July, 2008 and signed in authentication of its passage this 7th 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 11, 2008

Item No. 8(d)
July 7, 2008

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT
Ordinance No. 5823, authorizing the execution of an agreement with the Washington State Military Department to accept grant funds for emergency management purposes and authorizing the expenditure of the grant funds.

FISCAL IMPACT
This grant award is $95,179 for the grant period ending March 31, 2009. The grant funding will be provided by the Department of Homeland Security Office of Domestic Preparedness (formerly Federal Emergency Management Agency) and administered by the Washington State Division of Emergency Management.

These funds will be used to enhance the capability of existing emergency management programs and are neither eligible nor intended to replace portions of the City program already in place. These grant monies will be deposited in the Operating Grants and Donations Fund and are to be expended for administrative support functions designed to accomplish the objectives identified in the scope of work.

STAFF CONTACT

Mario H. Treviño, Fire Chief	452-6895
Steven P. Thomas, Battalion Chief	452-6813

POLICY CONSIDERATION
This action is consistent with City Council's commitment to preparing our community for major emergencies and is in keeping with RCW 38.52 which mandates emergency management on the local government level. Our goal is to improve and maintain an emergency management program that maximizes the performance of all City resources and encourages the public to prepare for disasters.

BACKGROUND
Emergencies happen – they range from floods and winter snowstorms to acts of domestic terrorism and large magnitude earthquakes. The responsibility to plan for these emergencies, respond to them and recover from them is shared by federal, state and local governments. The lion's share of this responsibility, however, falls to local governments where the emergencies happen.

The Emergency Preparedness Division of the Fire Department has been the regular recipient (since 1992) of an Emergency Management Performance Grant (EMPG) that supplements the City's emergency preparedness efforts. The grant provides support to state and local governments to increase their operational capability for emergency management in key areas such as hazard identification and risk assessment, planning,

direction and coordination, communications and warning, operations, logistics, and public education and information.

The grant performance period is October 1, 2007 to March 31, 2009. Due to unanticipated delays at the federal level, the agreements are now being routed for approval. This grant funding will be deposited in the Operating Grants and Donations Fund and expended for administrative support assigned to help accomplish a variety of program objectives including:

- Promoting community-wide self-preparedness for disaster;
- Emergency Operations Plan maintenance and Standard Operating Procedure development and updating;
- Coordination with special needs populations and service providers;
- Testing and improving communication and warning protocols;
- Updating continuity of operations planning;
- Specific skills training and education;
- Tests, drills and exercise;
- Development of a City Evacuation Plan;
- Compliance with the National Incident Management System.

EFFECTIVE DATE
If approved, this Ordinance becomes effective on JULY 16, 2008.

OPTIONS
1. Adopt Ordinance No. 5823, authorizing the execution of an agreement with the Washington State Military Department to accept grant funds for emergency management purposes and authorizing the expenditure of the grant funds.
2. Do not adopt the Ordinance. Failure to obtain and use grant funding in this manner would limit the level of objectives which could be achieved.

RECOMMENDATION
Adopt Ordinance No. 5823, authorizing the execution of an agreement with the Washington State Military Department to accept grant funds for emergency management purposes and authorizing the expenditure of the grant funds.

MOTION
Move to adopt Ordinance No. 5823, and directing execution of an agreement with the Washington State Military Department to accept grant funds for emergency management purposes and authorizing the expenditure of the grant funds.

ATTACHMENTS
Proposed Ordinance No. 5823

AVAILABLE IN COUNCIL OFFICE
Agreement with Washington State Military Department

1027-ORD
06/25/08

CITY OF BELLEVUE, WASHINGTON

ORDINANCE NO. 5833

AN ORDINANCE authorizing execution of a grant contract (and any necessary supplements) with the Washington State Military Department of up to $95,179 to supplement the City's emergency preparedness efforts.

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 Washington State Military Department of up to $95,179 to supplement the City's emergency preparedness efforts, a copy of which grant contract has been given Clerk's Receiving No. _____.

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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.

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

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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.

Description	Amount Appropriated
Operating Grants and Donations	$95,179

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 #: 47997 Date: 10/7/11 Loc: INTRLOC PO #: 1110463-000

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

Grant Agreement Routing Form

Current Agreement Information

Agreement Title:
Emergency Management Performance Grant

Agreement Description:
Grant funds for Bellevue to enhance the capability of existing emergency management programs.

Agreement Form:
Vendor Agreement Document

Agreement Type: Grant
Document Type: Funding Agreement
Agreement Manager: Rachel Sova
Agreement Amount: $0.00
Total Aggregate Value: NaN

Project Information:

Project Name: Emergency Management Performa...
Department: Fire

Project Manager: Rebecca Clark
Are matching funds required on this project? Yes

Requirement and list source explanation:
Contractor shall provide a match of $95,179 of non-federal origin.

Granting Organization Information:

Funding Agency: U.S. Department of Homeland Security Office of Domestic Prep...
Administrative Agency: Washington State Military Department
Administrative Agency JDE Vendor #: 74109
Funding Program Name: Emergency Management Performance Grant (EMPG)

Agreement Terms:

Original Effective Date: 10/01/2007 (actual date) **End Date:** 03/31/2009 (actual date)

Related Agreement Information:

Is this a renewal/amendment? No

Council Approval:

Council Award Date: 7/7/2008 **Ordinance #:** 5823 **Resolution #:**

Route:		In	Out
Contracting Services:		9/29/11	9/29/11
Accounting:		9/30/11	9/30/11
Information Technology:	Not Required		
Legal:		9/29/11	10/6/11
Insurance Reviewed By:		10/6/11	10/6/11
Department Director:		10/7/11	10/7/11
Contracting Services:		10/7/11	10/7/11
Return To:	Luke Meyers		
City Clerk's Office:		10-10-11	10-10-11

Document Management Information:

CIP Plan #:
Budget Fund:
Funding Source: Federal - Indirect

JDE Project Number:
Explanation:

Budget Information:

There is no budget requirement for this agreement.

Year	Description	JDE Account Number	Amount

Additional Comments:

Rebecca Clark is no longer at the City of Bellevue. EOC manager Luke Meyers is now the EMPG contact.