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CONTRACTS & AGREEMENTS
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WA ST MILIATRY DEPARTMENT
Vendor Name

WA ST MILITARY DEPT
6/30/2012

Document Type: Interlocal New
Vendor Name: WA ST MILIATRY DEPARTMENT
PO# Location: INTRLOC-000
Effect Date: 10/1/2011
Term Date: 6/30/2012
CR#: 48052
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Ordinance:
Resolution: 8293
Leg Date: 9/19/2011
Vendor #: 74109
Description: GRANT FUNDS FOR 2011 EMERGENCY MANAGEMENT
GR 1110458-000

INTRLOC_00
INTERLOCAL AGREEMENTS
12/31/2099
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Notes:

Oct 20, 2011 FSU: M JDE: M SI: M ECM: M

Res 8293 CR#48052 DATE 10-20-11 LOC INTRLOC-000 GL 1110458

Washington State Military Department

HOMELAND SECURITY GRANT AGREEMENT FACE SHEET

1. Sub-grantee Name and Address: **City of Bellevue** **Office of Emergency Management** **P.O. Box 90012** **450 110th Avenue N.E.** **Bellevue, WA 98009-9012**	2. Grant Agreement Amount: **$102,031**	3. Grant Agreement Number: **E12-066**
4. Sub-grantee Contact, phone number: **Luke Meyers, (425) 452-6813**	5. Grant Agreement Start Date: **October 1, 2010**	6. Grant Agreement End Date: **June 30, 2012**
7. Department Program Manager, phone number: **Charma Anderson, (253) 512-7064**	8. Data Universal Numbering System (DUNS): **71842611**	9. UBI # (state revenue): **179-016-746**

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

11. Federal Funding Source Agreement #: **2011-EP-00-0001**	12. Department Funding Code (PI): **713PT**	13. Catalog of Federal Domestic Assistance (CFDA) # & Title: **97.042 EMPG**	14. TIN: **91-6007020**

15. Service Districts: (BY LEGISLATIVE DISTRICT): **41,48** (BY CONGRESSIONAL DISTRICT): **8**	16. Service Area by County(ies): **King**	17. Women/Minority-Owned, State Certified?: X N/A ☐ NO ☐ YES, OMWBE #_____

18. Agreement Classification ☐ Personal Services ☐ Client Services X Public/Local Gov't ☐ Collaborative Research ☐ A/E ☐ Other_____	19. Contract Type (check all that apply): ☐ Contract X Grant X Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency
20. Sub-Grantee Selection Process: X "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐NO _____	21. Sub-Grantee Type (check all that apply) ☐ Private Organization/Individual ☐ For-Profit X Public Organization/Jurisdiction X Non-Profit ☐ VENDOR X SUBRECIPIENT ☐ OTHER

22. PURPOSE:
Provide U.S. Department of Homeland Security (DHS) Emergency Management Performance Grant (EMPG) funds to local jurisdictions and tribes with emergency management programs to support and enhance those programs as described in the Work Plan.

IN WITNESS WHEREOF, the Department and Sub-Grantee acknowledge and accept the terms of this Grant Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Grant Agreement as of the date and year written below. This Grant Agreement Face Sheet; Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Work Plan (Exhibit C); Milestone Timeline (Exhibit D); Budget (Exhibit E); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Grant Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

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

1. **Applicable Federal and State Statutes and Regulations**
2. **Work Plan**
3. **Special Terms and Conditions**
4. **General Terms and Conditions, and,**
5. **Other provisions of the grant agreement incorporated by reference.**

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

FOR THE DEPARTMENT:

James M. Mullen 10-10-11

Signature Date

James M. Mullen, Director
Emergency Management Division
Washington State Military Department

FOR THE APPLICANT:

BRM Nijk for 10-3-11

Signature Date

Steve Sarkozy
City Manager

APPROVED AS TO FORM:

Brian E. Buchholz, (Signature on file) 7/25/2011
Assistant Attorney General

APPROVED AS TO FORM (if applicable):

Applicant's Legal Review Date

Form 10/27/00 kdb

SPECIAL TERMS AND CONDITIONS

ARTICLE I – KEY PERSONNEL

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

SUB-GRANTEE		MILITARY DEPARTMENT	
Name	**Luke Meyers**	Name	**Charma Anderson**
Title	**Emergency Manager**	Title	**EMPG Program Manager**
E-Mail	**Lmeyers@bellevuewa.gov**	E-Mail	**c.anderson@emd.wa.gov**
Phone	**(425) 452-6813**	Phone	**(253)512-7064**
Name		Name	**Sierra Wardell**
Title		Title	**EMPG Program Coordinator**
E-Mail		E-Mail	**s.wardell@emd.wa.gov**
Phone		Phone	**(253) 512-7121**
Name		Name	**Deborah Henderson**
Title		Title	**EMPG Program Assistant**
E-Mail		E-Mail	**d.henderson@emd.wa.gov**
Phone		Phone	**(253) 512-7470**

ARTICLE II – ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

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

1. Administrative Requirements: 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; Office of Management and Budget (OMB) Circular A-102, Grants and Cooperative Agreements with State and Local Governments; 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (formerly OMB Circular A-110).

2. Cost Principles: 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (formerly OMB Circular A-87); 2 CFR Part 220, Cost Principles for Educational Institutions (formerly OMB Circular A-21); 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122); OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations; and 48 CFR Part 31, §31.2, Federal Acquisitions Regulations (FAR), Contract Cost Principles and Procedures, Contracts with Commercial Organizations.

3. Grant funds will not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. The Sub-grantee, upon written request by the Department, DHS or FEMA, shall demonstrate through supporting records and documentation that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

4. Duplication of Benefits: There may not be a duplication of any Federal assistance by governmental entities per 2 CFR Part 225, Appendix A, Basic Guidelines, Section C.3 (c), which states: "Any cost allocable to a particular Federal award or cost objective under the principles provided for in 2 CFR Part 225 may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the Federal awards, or for other reasons." However, this prohibition would not preclude governmental units from shifting costs that are allowable under two or more awards in accordance with existing program agreements. Non-governmental entities are also subject to this prohibition per 2 CFR Parts 220 and 230 and 48 CFR Part 31.2.

5. The Sub-grantee shall comply with all applicable federal laws, regulations and guidance referenced in the "Fiscal Year 2011 EMPG Program Guidance and Application Kit, Section I – Application and Review Information May 2011" and the "Fiscal Year 2011 GPD Preparedness Grant Programs

Guidance and Application Kit, Section II -- Award Administrative Information May 2011", which can be found at http://www.fema.gov/government/grant/empg/ and are hereby incorporated in and made a part of this Agreement.

6. The Sub-grantee shall comply with the **Federal Funding Accountability and Transparency Act** (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and Attachment #1 attached to and made a part of this Agreement.

ARTICLE III – REIMBURSEMENT/INVOICING PROCEDURES

1. This is a fixed price, reimbursement Grant Agreement. Within the total Grant Agreement amount, travel, sub-contracts, salaries and wages, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Grant Agreement. Any travel or subsistence reimbursement allowed under the Grant Agreement shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, but shall not exceed federal maximum rates set forth at http://www.gsa.gov without prior written approval by Department key personnel. Receipts and/or backup documentation for any approved budget line items including travel related expenses that are authorized under this Grant Agreement must be maintained by the Sub-grantee and be made available upon request by the Department, and local, state, or federal auditors.

2. Receipts and/or backup documentation for any approved budget line items including travel related expenses that are authorized under this Grant Agreement must be maintained by the Sub-grantee and be made available upon request by the Department, and local, state, or federal auditors.

3. The Sub-grantee will submit reimbursement requests to the Department by submitting an A-19 Invoice form and a completed reimbursement spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests shall be submitted to the Department's key personnel and must be submitted no more frequently than monthly; and it is required that invoices be submitted at least bi-annually.

4. All work under this Agreement must end on or before the Agreement End Date, and the final reimbursement request must be submitted to the Department within 45 days after the Agreement End Date. The maximum amount of all reimbursement requests permitted to be submitted under this Grant Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.

5. No equipment or supply costs will be reimbursed until the related equipment/supplies have been received by the Sub-grantee and invoiced by the vendor.

6. Requests for reimbursement of equipment purchases must include a copy of the **vendor's invoice** and **packing slip** <u>or</u> a statement **signed** and **dated** by the Sub-grantee's authorized representative that states "all items invoiced have been received in good working order, are operational, and have been inventoried according to contract and local procurement requirements".

7. Failure to timely submit complete reports and reimbursement requests as required by this Agreement (including but not limited to those reports in the Milestone Timeline and the Work Plan) will prohibit the Sub-grantee from being reimbursed until such complete reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.

8. Final reimbursement requests will not be approved for payment if Sub-grantee is not current with all reporting requirements contained in this Agreement.

ARTICLE IV – REPORTING REQUIREMENTS

1. The Sub-grantee shall submit with each reimbursement request a report describing completed Work Plan activities for which reimbursement is sought.

2. In conjunction with the next annual grant cycle application process, the Sub-grantee shall submit to the Department's key personnel a final report describing all completed-activities under this Grant Agreement and new activities for which grant funding will be sought in the upcoming grant cycle's Work Plan.

ARTICLE V – EQUIPMENT MANAGEMENT

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

1. Upon successful completion of the terms of this Grant Agreement, all equipment purchased through this Grant Agreement will be owned by the Sub-grantee, or a recognized sub-recipient for which a contract, sub-Grant Agreement, or other means of legal transfer of ownership is in place.
2. The Sub-grantee, or a recognized sub-grantee/sub-contractor, shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment including all questions of liability. The Sub-grantee shall develop appropriate maintenance schedules and procedures to ensure the equipment is well maintained and kept in good operating condition.
3. The Sub-grantee shall maintain equipment records that include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Catalogue of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.
4. Records for equipment shall be retained by the Sub-grantee for a period of six years from the date of the disposition, replacement or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the Sub-grantee until all litigation, claims, or audit findings involving the records have been resolved.
5. The Sub-grantee shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Sub-grantee to determine the cause of the difference. The Sub-grantee shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
6. The Sub-grantee shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated and a report generated and sent to the Department.
7. If the Sub-grantee is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return.
8. When original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:
   a. Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of by the Sub-grantee with no further obligation to the awarding agency.
   b. Items of equipment with a current per-unit fair market value of more than $5,000 may be retained or sold and the Sub-grantee shall compensate the Federal-sponsoring agency for its share.
9. As recipient of federal funds the Sub-grantee must pass on equipment management requirements that meet or exceed the requirements outlined above for all sub-contractors, consultants, and sub-grantees who receive pass-through funding from this Grant Agreement.

ARTICLE VI – ENVIRONMENTAL AND HISTORICAL PRESERVATION

1. The Sub-grantee shall ensure full compliance with FEMA's Environmental and Historic Preservation (EHP) Program. Information about these requirements is located on pages 31-32 of the "Fiscal Year 2011 EMPG Program Guidance and Application Kit, Section I – Application and Review Information May 2011" and on pages 11-12 of the "GPD Preparedness Grant Programs Guidance and Application Kit, Section II -- Award Administrative Information May 2011" both of which are located at FEMA: FY 2011 Emergency Management Performance Grants (EMPG) Program or http://www.fema.gov/government/grant/empg/.
2. The Sub-grantee agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The Sub-grantee is advised that any project or expenditure with the potential to impact natural or biological resources or historic properties, including but

not limited to, communication towers, physical security enhancements, new construction, renovation, or modification to buildings or structures, cannot be initiated until FEMA has completed the required EHP review. If potential impact is identified, EHP review is required prior to project implementation. Projects implemented prior to receiving EHP approval from FEMA risk de-obligation of funds.

ARTICLE VII – PROCUREMENT

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

ARTICLE VIII – SUB-GRANTEE MONITORING

1. The Department will monitor the activities of the Sub-grantee from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

2. *Monitoring activities may include, but are not limited to:*
   a. review of performance reports;
   b. monitor and document the completion of Grant Agreement deliverables;
   c. documentation of phone calls, meetings, e-mails and correspondence;
   d. *review of reimbursement requests and supporting documentation to ensure allowability and* consistency with Grant Agreement budget and federal requirements;
   e. observation and documentation of Grant Agreement related activities, such as exercises, training, funded events and equipment demonstrations;
   f. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.

3. As a sub-recipient of federal funds, the Sub-grantee is required to meet or exceed the monitoring *activities, as outlined above, for all sub-contractors, consultants, and sub-recipients who receive pass-*through funding from this Agreement.

ARTICLE IX – GRANT AGREEMENT MODIFICATION REQUESTS

A Sub-grantee may request a modification to the Grant Agreement in writing to the Department key personnel. Modifications may be requested for Grant Agreement end date, budget or scope change.

ARTICLE X – NIMS COMPLIANCY

1. The Sub-grantee agrees that in order to receive Federal Fiscal Year 2011 (FFY11) federal preparedness funding, to include EMPG, the National Incident Management System (NIMS) compliance requirements for 2011 must be met.

2. In accordance with Homeland Security Presidential Directive (HSPD)-5, *Management of Domestic Incidents*, the adoption of the National Incident Management System (NIMS) is a requirement to receive Federal preparedness assistance, through grants, contracts, and other activities. The NIMS provides a consistent nationwide template to enable all levels of government, Tribal nations, nongovernmental organizations including voluntary organizations, and private sector partners to work together to prevent, *protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size,* location, or complexity.

3. All local government and Tribal nations sub-grantees should update their respective NIMS Compliance Assistance Support Tool (NIMSCAST) assessments and, if necessary, submit a Corrective Action Plan via NIMSCAST for FFY10. Corrective Action Plans are only required if a jurisdiction fails to meet one of the NIMS implementation activities. Comprehensive information concerning NIMS implementation for States, Tribal nations, local governments, nongovernmental organizations, and the private sector is available through the National Integration Center (NIC) at FEMA's NIMS Resource Center at http://www.fema.gov/nims.

4. Local governments and tribal nations should continue to implement NIMS training guidance (course curricula and instructor qualifications) contained in the *Five-Year NIMS Training Plan*, released in February 2008 and any successor guidance released by FEMA. [Note: Coursework and training developed and/or delivered by National Wildfire Coordinating Group (NWCG) meet the course and instructor requirements of the *Five-Year NIMS Training Plan*]. NIMS training guidance is available on FEMA's NIMS Resource Center at http://www.fema.gov/emergency/nims/NIMSTrainingCourses.

ARTICLE XI – EMPG SPECIFIC REQUIREMENTS

1. The Washington State Military Department Emergency Management Division (EMD) receives grant funding each year from the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) through the Emergency Management Performance Grant (EMPG) Program. The funding assists state and local governments enhance and sustain all-hazards emergency management capabilities as authorized by Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288, as amended, 42 U.S.C. 5121-5207).

2. A portion of the FFY11 EMPG 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 budgets. Each jurisdiction or tribe that applied and met the qualifications specified in WAC 118-09 regarding emergency management assistance funds was awarded a sub-grant based on the size of their agency's emergency management operating budget. Funds are used by local jurisdictions and tribes to enhance their emergency management capability.

3. Funds are provided by DHS/FEMA solely for the use of supporting emergency management programs as provided by EMPG Program. The Sub-grantee shall use the funds to perform tasks as described in the Work Plan of the Sub-grantee's application for funding, as approved by the Department. Funding may not be used to replace or supplant existing local or tribal government funding of emergency management programs.

4. The Sub-grantee shall provide a match of **$102,031** of non-federal origin. Match (cost share) may be cash or in-kind. To meet matching requirements, the Sub-grantee contributions must be reasonable, allowable, allocable and necessary under the grant program and must comply with all Federal requirements and regulations, *including but not limited to 2 CFR Part 225, 2 CFR Part 215.23, and 44 CFR Part 13.24.* An appropriate mechanism must be in place to capture, track and document match.

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

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

6. *Exercises that are implemented with grant funds must meet the requirements of the* FFY11 EMPG Program. Upon completion of the exercise, an After Action Report and an Improvement Plan must be prepared and submitted to the Department.

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

A.1 DEFINITIONS

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

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

A.2 SINGLE AUDIT ACT REQUIREMENTS (INCLUDING ALL AMENDMENTS)

Non-federal entities as subrecipients that expend **$500,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with the Office of Management and Budget (OMB) Circular A-133-Audits of States, Local Governments, and Non-Profit Organizations (amended June 27, 2003, effective for fiscal years ending after December 31, 2003, and further amended June 26, 2007). Non-federal entities that spend less than **$500,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in Circular No. A-133. As defined in Circular A-133, the term "non-federal entity" means a State, local government, or non-profit organization, and the term "State" includes Indian tribes. Circular A-133 is available on the OMB Home Page at http://www.omb.gov.

SUB-GRANTEE required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General and the OMB Compliance Supplement. The SUB-GRANTEE-grantee has the responsibility of notifying its auditor and requesting an audit in compliance with Circular A-133, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by Circular A-133.

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

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

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

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

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

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

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

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

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

A.3 ADVANCE PAYMENTS PROHIBITED

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

A.4 AMENDMENTS AND MODIFICATIONS

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

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

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

A.6 ASSURANCES

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

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

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

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

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

A.8 CONFLICT OF INTEREST

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

A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

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

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

A.10 DISCLOSURE

The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the SUB-GRANTEE's responsibilities with respect to services provided under this Grant Agreement is prohibited except by prior written consent of the DEPARTMENT. However, the parties acknowledge that the DEPARTMENT, and state and local agencies as defined in RCW 42.56.010, are subject to RCW 42.56, the state Public Records Act.

A.11 DISPUTES

The DEPARTMENT and SUB-GRANTEE shall make every effort to resolve disputes arising out of or relating to this Grant Agreement through discussion and negotiation. Should discussion and negotiation fail to resolve a dispute arising under this Agreement, 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 dispute resolution 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.

A.12 LEGAL RELATIONS

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

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

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

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

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

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

A.13 LIMITATION OF AUTHORITY – Authorized Signature

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

reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.14 LOSS OR REDUCTION OF FUNDING

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

A.15 NONASSIGNABILITY

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

A.16 NONDISCRIMINATION

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

A.17 NOTICES

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

A.18 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/ HEALTH ACT (OSHA/WISHA)

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

A.19 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

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

A.20 POLITICAL ACTIVITY

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

A.21 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

A.22 PUBLICITY

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

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

A.23 RECAPTURE PROVISION

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

A.24 RECORDS

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

A.25 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

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

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

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

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

A.26 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the SUB-GRANTEE hereby certifies that to the best of their knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the SUB-GRANTEE to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Grant Agreement, grant, loan, or cooperative agreement, the SUB-GRANTEE will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the SUB-GRANTEE will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.27 SEVERABILITY

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

A.28 SUB-CONTRACTING

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

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

A.29 SUB-GRANTEE NOT EMPLOYEE

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

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

A.30 TAXES, FEES AND LICENSES

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

A.31 TERMINATION FOR CONVENIENCE

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

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

A.32 TERMINATION OR SUSPENSION FOR CAUSE

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

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

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

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

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

A.33 TERMINATION PROCEDURES

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

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

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

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

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

a. Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Grant Agreement except as may be necessary for completion of such portion of the work under the Grant Agreement as is not terminated;
c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUB-GRANTEE under the orders and sub-contracts so terminated, in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;
d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;
e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the DEPATMENT any property which, if the Grant Agreement had been completed, would have been required to be furnished to the DEPARTMENT;
f. Complete performance of such part of the work as shall not have been terminated by the DEPARTMENT in compliance with all contractual requirements; and
g. Take such action as may be necessary, or as the DEPARTMENT may require, for the protection and preservation of the property related to this Grant Agreement which is in the possession of the SUB-GRANTEE and in which the DEPARTMENT has or may acquire an interest.

A.34 TRAVEL AND SUBSISTENCE REIMBURSEMENT

Unless the Grant Agreement specifically provides for different rates, any travel or subsistence reimbursement allowed under the Agreement shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The SUB-GRANTEE may be

required to provide to the Department copies of receipts for any travel related expenses other than meals and mileage (example: parking) that are authorized under this Agreement.

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

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

A.36 WAIVERS

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

A.37 VENUE

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

ACTIVITY #	2011 Emergency Management Program Workplan Agency: City of Bellevue - Office of Emergency Management

Required Activities for EMPG eligibility

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

1	**Emergency Management Function**	**Communications and Warning**
	General Plan for 2011 Calendar Year: - Conduct routine radio and communications tests throughout the year(CEMNET, MyStateUSA, County Radio, VIPR, EAS, etc.) - Continue with maintenance and administration of GETS/WPS. - Continue migration of emergency management contact information for alert and warning into MyStateUSA. - Continue development and implementation of the City Emergency Management Communications Plan as a reference to ESF-2. - Continue to support the EARS group through monthly meetings and work with them on building capacity with SPAN Groups.	
2	**Emergency Management Function**	**Operations and Procedures**
	General Plan for 2011 Calendar Year: - Conduct two table-top exercises with City Emergency Management Committee. - Conduct one table-top exercise with City Emergency Operations Board. - Complete development of and implement a 3-Year Exercise and Training Plan.	
3	**Emergency Management Function**	**Public Education and Information**
	General Plan for 2011 Calendar Year: - Conduct public education programs for Residents, Businesses, and City Employees (BERT, Bellevue Businesses, and SPAN). - Assess Current SPAN Program and review feasibility of implementing a City Citizen Corp Program.	
4	**Emergency Management Function**	**Exercises**
	General Plan for 2011 Calendar Year: - Conduct two table-top exercises with City Emergency Management Committee. - Conduct one table-top exercise with City Emergency Operations Board. - Complete development of and implement a 3-Year Exercise and Training Plan.	

5	**Emergency Management Function**	**Training**
	General Plan for 2011 Calendar Year: - Complete development of and implement a 3-Year Exercise and Training Plan. - Continue compliance with NIMS requirements. - Complete development of Exercise and Incident After Action SharePoint site.	
6	**Emergency Management Function**	**Hazard Identification**
	General Plan for 2011 Calendar Year: Complete development of City hazard identification, risk assessment, and consequence analysis.	
7	**Emergency Management Function**	**Planning**
	General Plan for 2011 Calendar Year: - Complete development of City Emergency Management Strategic Plan. - Develop Continuity of Government Plan for City. - Initiate 4-Year update of City EOP.	
8	**Emergency Management Function**	**Logistics and Resource Management**
	General Plan for 2011 Calendar Year: - Work with the City Downtown Business Association on building partnerships with large businesses. - Host two private sector - emergency management forums.	
9	**Emergency Management Function**	**Finance and Administration**
	General Plan for 2011 Calendar Year: - Complete SOP for Monitoring Legislative and Regulatory Changes Related to Emergency Management. - Maintain compliance with EMPG requirements.	

Exhibit D

MILESTONE TIMELINE

FFY11 Emergency Management Performance Grant Program

MILESTONE	TASK
October 1, 2010	Start of Grant Agreement performance period.
June 30, 2012	End of grant performance period.
August 15, 2012	Submit all final reports, requests for reimbursement and/or deliverables.

Budget Sheet

FFY11 Emergency Management Performance Grant Program

LOCAL EMERGENCY MANAGEMENT BUDGET SUMMARY

Category	2011 Local Funds Budget*
Salaries and Benefits	$281,389
EOC Maintenance	$45,589
Travel	$6,750
Equipment	$4,500
Supplies	$8,970
Communications	$11,340
Eastside Amateur Radio Support Communications	$2,638
IT	$88,564
Printing	$1,838
Auto Lease	$16,990
Space Rental	$82,951
Insurance	$6,841
Subcontractor	$4,000
Other	$1,350
Total All Program Costs	$563,710

FFY11 EMPG Award	**$102,031**

The **City of Bellevue – Office of Emergency Management** award is **$102,031**. This is based on the FFY10 allocation factor of **18.1%** 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 addition, the Contractor agrees to make all records available to Military Department staff, upon request. **A total of 5% of this award can be used to pay for management and administration of this contract.**

If the local/tribal emergency management operation budget should change, as the award contract amount is based on the budget, an amendment may have to be issued modifying the award contract amount.

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

Funding Source: U.S. Department of Homeland Security - PI# 713PT – EMPG

ADDITIONAL AGREEMENT PROVISIONS
for Compliance With the
Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282)

A. This contract (subaward) is supported by federal funds, requiring compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act) and Office of Management and Budget Guidance (OMB). Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note). By entering into this contract, contractor agrees to provide all applicable reporting information to the Washington Military Department (WMD) required by FFATA and OMB Guidance.

B. The FFATA requires the OMB to establish a publicly available online database (USASpending.gov) containing information about entities that are awarded Federal grants, loans, and contracts. As required by FFATA and OMB Guidance, certain information on the first-tier subawards related to Federal contracts and grants, and the executive compensation of awardees, must be made publicly available.

C. For new Federal grants beginning October 1, 2010, if the initial subaward is equal to or greater than $25,000, reporting of the subaward and executive compensation information is required. If the initial subaward is below $25,000 but subsequent grant modifications result in a total subaward equal to or over $25,000, the subaward will be subject to the reporting requirements as of the date the subaward exceeds $25,000. If the initial subaward equals or exceeds $25,000 but funding is subsequently de-obligated such that the total award amount falls below $25,000, the subaward continues to be subject to the reporting requirements of the Transparency Act and OMB Guidance.

D. As a Federal grant subawardee under this contract, your organization is required by FFATA, OMB Guidance and this contract to provide the WMD, as the prime grant awardee, all information required for FFATA compliant reporting by WMD. This includes all applicable subawardee entity information required by FFATA and OMB Guidance, subawardee DUNS number, and relevant executive compensation data, as applicable.

1. Data about your organization will be provided to USASpending.gov by the WMD or by the Federal Contractor Registry (CCR). CCR is a government wide registration system for organizations that do business with the Federal Government. CCR stores information about awardees including financial account information for payment purposes and a link to D&B for maintaining current DUNS information, www.ccr.gov. WMD encourages CCR registration and annual renewal by your organization to minimize unnecessary data entry and re-entry required by both WMD and your organization. It will also reduce the potential of inconsistent or inaccurate data entry.
2. Your organization must have a Data Universal Numbering System (DUNS) number obtained from the firm Dun and Bradstreet (D&B) (www.dnb.com). A DUNS number provides a method to verify data about your organization. D&B is responsible for maintaining unique identifiers and organizational linkages on behalf of the Federal Government for organizations receiving Federal assistance.

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

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

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

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

Officer 1 Name	
Officer 1 Total Compensation amount	
Officer 2 Name	
Officer 2 Total Compensation amount	
Officer 3 Name	
Officer 3 Total Compensation amount	
Officer 4 Name	
Officer 4 Total Compensation amount	
Officer 5 Name	
Officer 5 Total Compensation amount	

If your organization does not meet these criteria, specifically identify below each criteria that is not met for your organization:

_____

_____

_____

_____

_____

_____

1-12-2011 Final

Agenda

City Council
Regular Session

MONDAY
September 19, 2011

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

			Page
1.	Call to Order		
2.	Roll Call, Flag Salute		
	(a) Proclaiming September 17-23 as Citizenship Week	PARKS	2-1
	(b) Proclaiming September 24-October 22 as Eastside Month of Concern for the Hungry	Hopelink/ EFP Gerald Wright/ Brian Anderson	2-3
3.	Communications: Written and Oral		
	Note: *Three-minute limit per person, or five minutes if representing the official position of a recognized community organization. Maximum of three persons are permitted to speak to each side of any one topic. Additional presentations may be heard at Agenda Item 13, including three additional persons speaking to topics heard at Agenda Item 3.*		
4.	Reports of Community Council, Boards and Commissions		

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

City of Bellevue

			Page
5.	Report of the City Manager		
6.	Council Business and New Initiatives		
7.	Approval of the Agenda		
8.	Consent Calendar		
	(a) Minutes of September 6, 2011 Study Session Minutes of September 6, 2011 Regular Session		8a-1
	(b) Copy Center and Mail Services Resolution No. 8291 authorizing execution of a two-year service agreement, with an option to renew for an additional two years, with Copiers Northwest to provide multi-functioning devices (copy machines) in City facilities and management of the Copy Center in City Hall, and; Resolution No. 8292 authorizing execution of a two-year service agreement, with an option to renew for an additional two years, with Postal Express to provide mail room and central receiving/distribution services at City Hall.	FIN	8-1
	(c) Resolution No. 8293 authorizing execution of an agreement with the Washington State Military Department to accept grant funds in the amount of $102,031, for emergency management purposes.	FIRE	8-7
	(d) Ordinance No. 6019 authorizing execution of a project agreement with the State of Washington's Recreation and Conservation Office to: 1) accept up to $100,000 in Boating Facilities Program grant funds; 2) amend the 2011-2012 General Capital Investment Program to increase the appropriation by $100,000; and, 3) amend the 2011-2017 CIP Plan to increase the Renovation and Refurbishment of Park Facilities budget by $100,000 and authorizing expenditures from said funds (CIP Plan No. P-R-11).	PARK	8-11
	(e) Resolution No. 8294 authorizing execution of a general services contract with the Washington State	PARK	8-25

			Page
	Department of Ecology, in an amount not to exceed $100,000, for the use of a Washington Conservation Corps crew to implement trail improvements to the Coal Creek Natural Area trail system.		
(f)	Motion to reject all bids on Bid No. 11199 for renovating two baseball fields at Wilburton Hill Community Park, revise the project specifications, and rebid the project.	PARK	8-31
(g)	Resolution No. 8295 authorizing execution of an updated "Regional Affordable Housing Program" (RAHP) Interlocal Cooperation Agreement for 2012-2014 with King County regarding the administration, distribution and use of the local portion of SHB 2060 revenue.	PCD	8-35
(h)	Ordinance No. 6020 authorizing: 1) Execution of a Local Agency Agreement with the Washington State Department of Transportation for receipt of 2011-2013 state technical assistance grant funds in the amount of $204,946 to support the City's Commute Trip Reduction program; 2) Establishment of a project within the Operating Grants, Donations and Special Reserves Fund; 3) Appropriation of unanticipated and future revenues to that fund; 4) Expenditures of said funds; and, 5) Execution of an Interlocal Agreement with the King County Department of Transportation for Commute Trip Reduction services in an amount not to exceed $204,946.	TRAN	8-61
(i)	Motion to award Bid No. 11001, 102nd Avenue NE Crosswalk and Safety Improvements to Road Construction Northwest, Inc., as the lowest responsive and responsible bidder, in the amount of $375,423.31 (CIP Plan No. PW-W/B-77).	TRAN	8-67
(j)	Resolution No. 8296 authorizing execution of a third amendment to the professional services agreement with Hillis, Clark, Martin & Peterson to increase the contract amount by $35,000, for a total contract amount of $210,000, for legal services.	CAO	8-73

Item No. 8(c)
September 19, 2011

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT

Resolution No. 8293, authorizing the execution of an agreement with the Washington State Military Department to accept grant funds for emergency management purposes.

FISCAL IMPACT

This grant award is $102,031 for the grant period ending June 30, 2012. The grant funding will be provided by the Department of Homeland Security (DHS) and administered by the Washington State Division of Emergency Management.

These funds will be utilized 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. These grant funds were included in the 2011-2012 budget and are sufficient to cover costs projected to be incurred in 2011 and 2012.

STAFF CONTACT

Mike Eisner, Fire Chief	452-6895
Luke Meyers, Emergency Manager	452-6813

Fire Department

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 Office of Emergency Management of the Fire Department has been the regular recipient (since 1992) of an Emergency Management Performance Grant (EMPG) that supplements the City's emergency management 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, 2011 to June 30, 2012. 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:

- Complete development of City Emergency Management Strategic Plan;
- Develop Continuity of Government Plan for the City;
- Initiate 4-year update of the City's Emergency Operations Plan;
- Testing and improving communication and warning protocols;
- Updating local plans and equipment for use of amateur radios;
- Complete development of and implement 3-year Exercise and Training Plan;
- Conduct public education programs for residents, businesses and City employees; and
- Assess current Strengthening Preparedness Amongst Neighbors (SPAN) program and review feasibility of implementing a City Citizen Corp Program.

EFFECTIVE DATE
If approved, this Resolution becomes effective immediately.

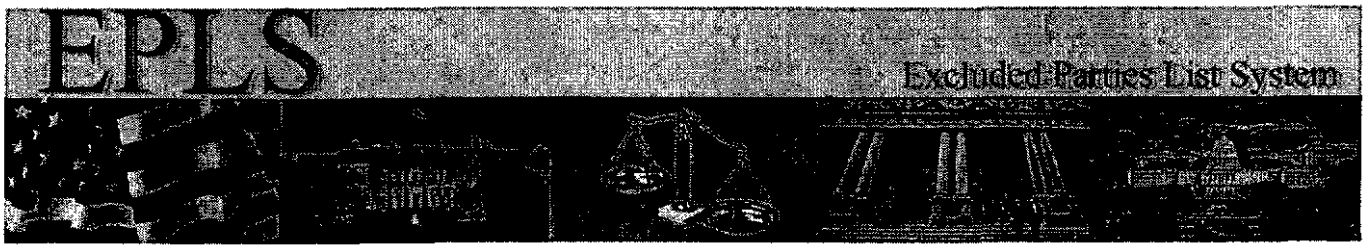
OPTIONS
1. Adopt Resolution No. 8293, authorizing the execution of an agreement with the Washington State Military Department to accept grant funds in the amount of $102,031, for emergency management purposes.
2. Do not adopt the Resolution. Failure to obtain and use grant funding in this manner would limit the level of objectives which could be achieved.

RECOMMENDATION
Adopt Resolution No. 8293, authorizing the execution of an agreement with the Washington State Military Department to accept grant funds in the amount of $102,031, for emergency management purposes.

MOTION
Move to adopt Resolution No. 8293, and directing execution of an agreement with the Washington State Military Department to accept grand funds in the amount of $102,031, for emergency management purposes.

ATTACHMENTS
Proposed Resolution No. 8293

AVAILABLE IN COUNCIL OFFICE
Agreement with Washington State Military Department



Search - Current Exclusions

> Advanced Search
> Multiple Names
> Exact Name and SSN/TIN
> MyEPLS
> Recent Updates
> Browse All Records

View Cause and Treatment Code Descriptions

> Reciprocal Codes
> Procurement Codes
> Nonprocurement Codes

Agency & Acronym Information

> Agency Contacts
> Agency Descriptions
> State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

> Debar Maintenance
> Administration
> Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : City of Bellevue
As of 28-Sep-2011 1:19 PM EDT
Save to MyEPLS

Your search returned no results.

Back New Search Printer-Friendly

Resources

> Search Help
> Advanced Search Tips
> Public User's Manual
> FAQ
> Acronyms
> Privacy Act Provisions
> News
> System for Award Management (SAM)

Reports

> Advanced Reports
> Recent Updates
> Dashboard

Archive Search - Past Exclusions

> Advanced Archive Search
> Multiple Names
> Recent Updates
> Browse All Records

Contact Information

> For Help: Federal Service Desk

2541-RES
9/15/2011

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 8293

A RESOLUTION authorizing execution of an agreement with the Washington State Military Department to accept grant funds of $102,031 for emergency management purposes.

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

Section 1. The City Manager or his designee is authorized to execute an agreement with the Washington State Military Department to accept $102,031 in grant funds for emergency management purposes, a copy of which Agreement is given Clerk's Receiving No. _____.

Passed by the City Council this 19th day of September, 2011, and signed in authentication of its passage this 19th day of September, 2011.

(SEAL)

Don Davidson, DDS
Mayor

Attest:

Myrna L. Basich, City Clerk

2541-RES
9/15/2011

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 8293

A RESOLUTION authorizing execution of an agreement with the Washington State Military Department to accept grant funds of $102,031 for emergency management purposes.

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

Section 1. The City Manager or his designee is authorized to execute an agreement with the Washington State Military Department to accept $102,031 in grant funds for emergency management purposes, a copy of which Agreement is given Clerk's Receiving No. 48052

Passed by the City Council this 19th day of September, 2011, and signed in authentication of its passage this 19th day of September, 2011.

(SEAL)

Don Davidson, DDS
Mayor

Attest:

Myrna L. Basich, City Clerk

Item No. 8(c)
September 19, 2011

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT

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Luke Meyers, Emergency Manager	452-6813

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EFFECTIVE DATE
If approved, this Resolution becomes effective immediately.

OPTIONS
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2. Do not adopt the Resolution. Failure to obtain and use grant funding in this manner would limit the level of objectives which could be achieved.

RECOMMENDATION
Adopt Resolution No. 8293, authorizing the execution of an agreement with the Washington State Military Department to accept grant funds in the amount of $102,031, for emergency management purposes.

MOTION
Move to adopt Resolution No. 8293, and directing execution of an agreement with the Washington State Military Department to accept grand funds in the amount of $102,031, for emergency management purposes.

ATTACHMENTS
Proposed Resolution No. 8293

AVAILABLE IN COUNCIL OFFICE
Agreement with Washington State Military Department

2541-RES
9/15/2011

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 8293

A RESOLUTION authorizing execution of an agreement with the Washington State Military Department to accept grant funds of $102,031 for emergency management purposes.

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

Section 1. The City Manager or his designee is authorized to execute an agreement with the Washington State Military Department to accept $102,031 in grant funds for emergency management purposes, a copy of which Agreement is given Clerk's Receiving No. _____.

Passed by the City Council this _____ day of _____, 2011, and signed in authentication of its passage this _____ day of _____, 2011.

(SEAL)

_____
Don Davidson, DDS
Mayor

Attest:

_____
Myrna L. Basich, City Clerk

CR #: 48052 Date: 10-20-11 Loc: → PO #: 1110458-000

Res 8293

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

Grant Agreement Routing Form

Current Agreement Information

Agreement Title:
2011 EMPG Contract E12-066

Agreement Description:
Grant funds to support emergency management.

Agreement Form:
Standard COB document with no changes

Agreement Type: Revenue Agreement
Document Type: Funding Agreement
Agreement Manager: Luke Meyers
Agreement Amount: $102,031.00
Total Aggregate Value: NaN

Project Information:

Project Name: 2011 EMPG Funding
Department: Fire

Project Manager: Luke Meyers
Are matching funds required on this project? Yes

Requirement and list source explanation:
General budget funds expended on behalf of emergency management program activities must match funds received.

Granting Organization Information:

Funding Agency: Washington State Military Department & DHS
Administrative Agency: Washington State Military Department
Administrative Agency JDE Vendor #: 74109
Funding Program Name: 2011-EP-00-0001

Agreement Terms:

Original Effective Date: 10/01/2011 (actual date) **End Date:** 06/30/2012 (actual date)

Related Agreement Information:

Is this a renewal/amendment? No

Council Approval:

Council Award Date: 9/19/11 **Ordinance #:** **Resolution #:** 8293

Route:

		In	Out
Contracting Services:	M Schwab	9/28/11	9/28/11
Accounting:	[illegible]	9/28/11	9/28/11
Information Technology:	Not Required		
Legal:	[illegible]	9/28/11	9/29/11
Insurance Reviewed By:	Jeanne Nicolai	9/29/11	9-29-11
Department Director:	[illegible]	9/26/11	9/26/11
Contracting Services:	M Schwab	10/4/11	10/4/11
Return To:	Babette Bechtold		
City Clerk's Office:	M. Toman	10-20-11	10-20-11

PO# 110458-000

Document Management Information:

CIP Plan #:

Budget Fund:

Funding Source:

JDE Project Number:

Explanation:

Budget Information:

Year	Description	JDE Account Number	Amount
2011	2011 EMPG		$102,031.00

Additional Comments: