



PACIFIC CITY COUNCIL MEETING AGENDA
Council Chambers - City Hall. 100 3rd Ave. SE

January 12, 2015
Monday

Regular Meeting
6:30 p.m.

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL OF COUNCIL MEMBERS**
- 3. ADDITIONS TO/APPROVAL OF AGENDA**
- 4. AUDIENCE COMMENT**

(Please limit your comments to 3 minutes for items not up for public hearing. When recognized by the Mayor, please state your name and address for the official record. It is asked that you do not speak on the same matter twice.)

5. REPORTS

- A.** Mayor
- B.** City Administrator
- (3)** **C.** Court – Reports attached
- (7)** **D.** Community/Senior/Youth/Services – Reports attached
- E.** Public Works Department
- F.** Community Development Department
- (13)** **G.** Public Safety Department – Reports attached
- H.** City Council Members
- I.** Boards and Committees
 - i.** Finance Committee
 - ii.** Governance Committee
 - iii.** Human Services Committee
 - iv.** Public Safety Committee
 - v.** Public Works Committee
 - vi.** Technology Committee
 - vii.** Park Board
 - viii.** Planning Commission
 - ix.** Pierce County Regional Council (PCRC)
 - x.** Sound Cities Association (SCA)
 - xi.** South County Area Transportation Board (SCATBd)
 - xii.** Valley Regional Fire Association (VRFA)

6. OLD BUSINESS

- (14)** **A. Resolution No. 2015-223:** Approve Fiscal Year 2015 Emergency Management Preparedness Grant (EMPG) Project as Outlined and to accept the grant funding in the amount of \$14,673.00 with a 50% matching fund requirement.
- (54)** **B. Resolution No. 2015-225:** Authorizing the surplus of eleven laptop computers from the Pacific Police Department

- (57) C. **Resolution No. 2015-226:** Authorizing the execution of an Interlocal Agreement with King County for use of electronic fingerprint capture Equipment (AFIS Livescan Program.)

7. **NEW BUSINESS**

8. **CONSENT AGENDA**

- (70) A. Payroll and Voucher Approval
- (77) B. Approval of the minutes from meeting of December 8, 2014 and workshop of December 15, 2014.

9. **ADJOURN**

Finance Committee Garberding, Jones, Kave Meets: 2 nd Tuesdays	January 13, 2015 6:30 p.m.	City Hall
Governance Committee Kave, Oliveira, Putnam	TBD 6:30 p.m.	City Hall
Human Services Committee Jones, Oliveira, Walker Meets 1 st Tuesday	February 3, 2015 5:30 p.m.	Senior Center
Park Board Meets 3 rd Tuesday	February 17, 2015 6:30 p.m.	City Hall
Planning Commission Meets 4 th Tuesday	January 27, 2015 6:00 p.m.	City Hall
Public Safety Committee Garberding, Kave, Steiger Meets 2 nd Wednesday	January 14, 2015 6:30 p.m.	City Hall
Public Works Committee Jones, Putnam, Steiger Meets 1 st Wednesday	February 4, 2015 7:00 p.m.	City Hall
Technology Committee Jones, Oliveira, Walker Meets 3 rd Thursday	January 15, 2015 5:00 p.m.	City Hall

Council may add other items not listed on this agenda unless specific notification period is required.
 Please turn off cell phones during meeting and hold your questions for staff until the meeting has been adjourned.
 Meeting materials are available on the City's website at: www.cityofpacific.com or by contacting the City Clerk's office at (253) 929-1105.



For ADA accommodations, please contact City Hall at (253) 929-1105 prior to the meeting.

PACIFIC MUNICIPAL COURT
Memorandum

TO: Judge Rochon

CC: Mayor Guier, Pacific Council Members, Managers

From: Kelly Rydberg

Date: January 2, 2015

Re: December 2014

The court:

- Held 423 hearings - 264 for Pacific and 159 for Algona.
- Collected Pacific monthly revenues of **\$30,326.72**; of which **\$20,999.66** is the local portion, \$171.75 is the County portion and **\$9155.31** is the State portion. Year to date revenues for the City of Pacific are **\$238,113.84**.
- Collected Algona monthly revenues of **\$18,579.24**; of which \$6265.75 is the local portion, \$5949.09 is the Pacific split for costs, \$84.95 is the County portion and \$6279.45 is the State portion. Year to date revenues for the City of Algona are **\$66,076.65**.

Pacific monthly filings:

Traffic infractions filed:	80	violations filed:	101
Criminal citations filed:	25	violations filed:	28

Algona monthly filings:

Traffic infractions filed:	43	violations filed:	68
Criminal citations filed:	15	violations filed:	16

GENERAL FUND/RECOUPMENT COLLECTED

	PACIFIC MONTH	PACIFIC YTD	ALGONA MONTH	ALGONA YTD
Warrant fees	1631.17	19271.47	38.74	1806.22
Record Check Fees	5955.93	50,506.38	PACIFIC KEEPS	
Jail Recoupment	1067.92	23,399.67	1051.99	7348.54
Insurance Fees	103.54	1624.08	PACIFIC KEEPS	
Parking Fees	125.00	2114.67	35.00	210.00
PD Recoupment	891.74	13,763.76	351.31	3607.14
Interpreter Recoupment	1004.28	7186.78	257.83	2169.39
Credit Card Convenience Fee	195.98	1603.45	PACIFIC KEEPS	
Interest/Bank Charges	1339.50	12,907.10	669.56	4228.20
Misc court fines and costs	5719.60	75,086.48	3861.32	46,707.16
Algona court costs **	2965.00	30,650.00	5949.09	42,400.86
TOTAL	\$20,999.66	\$238,113.84	\$12,214.84	\$108,477.51

** The total in the Pacific column is for November services; the total in the Algona column is costs split that Pacific keeps for December.

Cities of Pacific & Algona; Municipal Court
100 3rd AVE SE; Pacific WA 98047
(253) 929-1140; (253) 929-1195 fax

Friday, January 02, 2015

City of Algona
Attention: Julie
402 Warde St
Algona WA 98001

Dear Julie,

Please submit for compensation to Pacific Municipal Court \$2075.00 for December 2014 filings and interpreter or detention billing reimbursement, as noted below.

Interpreter billing for this period is \$100.00.
Detention billing for this period is \$0.
(Copies attached)

FILINGS:

43 Infractions @ 25.00	\$1075.00
15 Criminal Citations @ 60.00	\$900.00
Total Due	\$1975.00

Monthly Revenues collected \$18,579.24.

COSTS RETAINED BY PACIFIC MUNICIPAL COURT FROM MONTHLY REVENUES:

Split of warrant fees	\$38.74
Monitoring / Record check fees	\$5809.58
Mandatory insurance costs	\$30.75
Credit card convenience fee	\$61.85
NSF fees	\$
Copy/CD fees	\$8.17
Total	\$5949.09

Remittance check due Algona: \$6265.75

Remittance check to King County paid: \$84.95

Remittance check to State paid: \$6279.45

Please contact us if you have any questions. Thank you.
Sincerely,



Kelly Rydberg
Court Administrator

CC: Algona Police Chief; month end file

Happy New Year!

RECEIVED

DEC 26 2014

PACIFIC/ALGONA COURT

OK KR

INVOICE

Elena G. Kerrigan
Court Certified Interpreter

512-52-41

INVOICE # 2014-12
DATE: DECEMBER 23, 2014

TO PACIFIC MUNICIPAL COURT
100 3rd Avenue SE
Pacific WA 98047
253. 929.1140
253. 929.1195
CUSTOMER ID: PACMUNI

Attention: Kelly Rydberg

TAX ID	JOB	PAYMENT TERMS	DUE DATE
45-2650598	Interpreter Services	DUE ON RECEIPT	

DATE	DESCRIPTION	UNIT PRICE	LINE TOTAL
12/03/2014 <i>Pacific</i>	CASE # 4Z0941659 MERCADO, APOLONIO/PRE-TRIAL CASE # 4Z0976577&578 ZACARIAS FIGUEROA, LUIS/ARRAIGNMENT TIME: 2.0 HRS @ \$50.00/HR= 100.00	50.00	100.00
12/04/2014 <i>Algona</i>	CASE # 4Z0960144AGP ALTAMIRANO-RODRIGUEZ, CIRIO/MITIGATION CASE # 4Z0866830AGP CASTREJON SOLANO, ROBERTO/MITIGATION CASE # 1Z0601015AGP PESTANA PENALOZA, SERGIO/PRE-TRIAL CASE # 4Z0833900AGP ZARATE MARILES, ENRIQUE/MITIGATION TIME: 2.0 HRS @ \$50.00/HR= 100.00	50.00	100.00
12/17/2014 <i>Pacific</i>	CASE # 1Z0554036 AYALA GONZALEZ, JUAN/REVIEW CASE # C00008669 BORROEL DURAN, ABEL/PRE-TRIAL CASE # 4Z0941659 MERCADO APOLONIO/PRE-TRIAL CASE # C00009031 VILLA MORALES, ALFONSO/MOTIONS HEARING CASE# 100030064 VILLA MORALES, ALFONSO/SHOW CAUSE TIME: 2.0 HRS @ \$ 50.00/HR= \$ 100.00	50.00	100.00
THANK YOU FOR THE OPPORTUNITY TO SERVE YOU!			
		TOTAL	\$300.00

year	2008	2009	2010	2011	2012	2013	2014
remittance							
Pacific	\$272,624.58	\$327,601.81	\$321,237.50	\$341,016.76	\$275,881.55	\$248,499.52	\$238,113.84
county	\$4,349.64	\$3,791.91	\$3,941.74	\$3,729.65	\$2,400.24	\$2,186.04	\$2,122.77
state	\$206,336.72	\$201,438.25	\$218,020.35	\$192,664.29	\$113,056.01	\$107,527.72	\$106,978.53
total remittance	\$483,310.94	\$532,831.97	\$543,199.59	\$537,410.70	\$391,337.80	\$358,213.28	\$347,215.14
filings							
criminal	524	638	396	419	223	235	270
infraction	1344	1949	1954	1477	726	725	1139
total filings	1868	2587	2350	1896	949	960	1409
Algona							
Algona		\$40,060.07	\$67,716.82	\$66,816.78	\$67,332.21	\$71,367.59	\$66,076.65
Pacific		\$18,595.76	\$25,698.24	\$30,020.06	\$52,614.46	\$40,462.60	\$42,400.86
county		\$774.34	\$1,214.97	\$1,196.86	\$1,159.27	\$1,113.19	\$1,035.70
state		\$47,471.78	\$67,528.35	\$67,749.70	\$64,771.42	\$71,836.20	\$66,221.38
total remittance		\$106,901.95	\$162,158.38	\$165,783.40	\$185,877.36	\$184,779.58	\$175,734.59
filings							
criminal		458	230	304	226	195	193
infraction		600	518	693	656	572	807
total filings		1058	748	997	882	767	1000

MONTHLY TOTALS

Date: September	2013	2014
Participation Counts		
Demographics		
Pacific:	465	508
Algona:	109	105
Auburn:	86	111
Other:	139	154
Total Demographics	799	878
 Activity		
Stone Soup:	118	130
Senior Nutrition Lunch:	291	335
Trips:	12	124
Transportation:	155	72
Drop-Ins:	221	116
Bread/Pantry:	116	119
Touch of Home/Crafts:	37	64
Cards/Puzzles/Games:	40	185
Volunteer:	165	149
Music/Jam Session:	182	220
Health Care: Hair Cuts, Foot, Exercise:	3	1
Meetings:	18	0
S.H.I.B.A.:	0	0
Bus Passes:	0	3
Meals on Wheels	3	3
Information	0	0
Movies and Bingo and Bread Making	0	12
Flu Clinic		18
Total Activities	1358	1551
 Unduplicated:	 0	 13
Volunteer Hours		408.25
 Donations		
Stone Soup: \$18.00		
Gas for Trip: \$24.00		
Craft: \$10.50		
Coffee: \$28.16		
General Money Donation: \$4.00		

MONTHLY TOTALS

Date: November	2013	2014
Participation Counts		
Demographics		
Pacific:	531	385
Algona:	148	93
Auburn:	115	107
Other:	118	101
Total Demographics	912	686
 Activity		
Stone Soup:	75	153
Senior Nutrition Lunch:	399	240
Trips:	34	62
Transportation:	133	79
Drop-Ins:	136	80
Bread/Pantry:	97	108
Touch of Home/Crafts:	35	43
Cards/Puzzles/Games:	114	141
Volunteer:	168	122
Music/Jam Session:	199	207
Health Care: Hair Cuts, Foot, Exercise:	6	0
Meetings:	6	3
S.H.I.B.A.:	0	0
Bus Passes:	33	35
Meals on Wheels	0	0
Information	1	6
Movies and Bingo	0	9
Party		44
Fundraiser		
Total Activities	1436	1332
Unduplicated:	0	2
Volunteer Hours		399.75

Donations

Stone Soup: \$14.00

Gas for Trip: \$35.00

Craft: \$19.00

Coffee: \$25.45

General Money Donation: \$33.75

Fund Raisers: \$157.77 Rental: \$240.00

MONTHLY TOTALS

Date: October	2013	2014
Participation Counts		
Demographics		
Pacific:	531	552
Algona:	148	122
Auburn:	115	142
Other:	118	182
Total Demographics	912	998
 Activity		
Stone Soup:	75	89
Senior Nutrition Lunch:	399	356
Trips:	34	76
Transportation:	133	172
Drop-Ins:	136	123
Bread/Pantry:	97	209
Touch of Home/Crafts:	35	51
Cards/Puzzles/Games:	114	201
Volunteer:	168	161
Music/Jam Session:	199	242
Health Care: Hair Cuts, Foot, Exercise:	6	11
Meetings:	6	12
S.H.I.B.A.:	0	3
Bus Passes:	33	39
Meals on Wheels	0	1
Information	1	2
Movies and Bingo	0	19
Party		18
Fundraiser		19
Total Activities	1436	1804
 Unduplicated:	 0	 6
Volunteer Hours		445.25
 Donations		
Stone Soup: \$22.23		
Gas for Trip: \$46.00		
Craft: \$18.00		
Coffee: \$124.20		
General Money Donation: \$17.07		

September 2014 Month End Report

		<u>Y.T.D.</u>	
Unduplicate Count	24	316	
<u>Education & Learning</u>			
Tiny Tot Program	33	541	
Computer Lab	11	279	
Arts & Crafts	12	359	
Board Games & Cards	19	215	
Story Time / KCLS	14	147	
Lego Building	0	93	
<u>Exercise</u>			
Bounce House & Exercise	41	510	
Open Gym	150	1,887	
Zumba	0	143	
Wiggles & Giggles	9	9	
<u>Social Events</u>			
Movie Day	0	177	
Wii Video Games	0	103	
Bingo	0	141	
Parent Participation	76	233	
<u>Nutrition</u>			
Summer Lunch Program	0	1,818	
Nutrition Snack Program	84	1,300	
Pop Corn Fridays	33	296	
Taco Tuesdays	39	629	
<u>Special Events</u>		5	
<u>Rental Revenue</u>		505.00	7,390.00
<u>Donations</u>		0	3,450.00
<u>Fundraising</u>		2	1
Taco Tuesday	\$0.00	\$175.00	381
Zumba	\$0.00	\$64.00	

October 2014 Month End Report

		<u>Y.T.D.</u>
Unduplicate Count	7	323
<u>Education & Learning</u>		
Tiny Tot Program	39	580
Computer Lab	10	289
Arts & Crafts	12	371
Board Games & Cards	0	215
Story Time / KCLS	23	170
Lego Building	0	93
<u>Exercise</u>		
Bounce House & Exercise	25	535
Open Gym	130	2,017
Zumba	0	143
Wiggles & Giggles	7	16
<u>Social Events</u>		
Movie Day	0	177
Wii Video Games	0	103
Bingo	0	141
Parent Participation	53	286
<u>Nutrition</u>		
Summer Lunch Program	0	1,818
Nutrition Snack Program	63	1,363
Pop Corn Fridays	20	316
Taco Tuesdays	33	662
<u>Special Events</u>		
Halloween Parade & Party		5
		32
<u>Rental Revenue</u>	3,605.00	10,995.00
<u>Donations</u>	0	3,450.00
<u>Fundraising</u>		
Taco Tuesday	\$0.00	\$175.00
Zumba	\$0.00	\$64.00

November 2014 Month End Report

		<u>Y.T.D.</u>
Unduplicate Count	10	333
<u>Education & Learning</u>		
Tiny Tot Program	53	633
Computer Lab	2	291
Arts & Crafts	16	387
Board Games & Cards	8	223
Story Time / KCLS	20	190
Lego Building	6	99
<u>Exercise</u>		
Bounce House & Exercise	42	577
Open Gym	177	2,194
Zumba	0	143
Wiggles & Giggles	5	21
<u>Social Events</u>		
Movie Day	0	177
Wii Video Games	0	103
Bingo	0	141
Parent Participation	75	361
<u>Nutrition</u>		
Summer Lunch Program	0	1,818
Nutrition Snack Program	120	1,938
Pop Corn Fridays	15	331
Taco Tuesdays	29	691
<u>Special Events</u>		5
25th Annual Holiday Bazaar		
<u>Rental Revenue</u>	460.00	11,455.00
<u>Donations</u>	0	3,450.00
<u>Fundraising</u>		
Taco Tuesday	\$0.00	\$175.00
Zumba	\$0.00	\$64.00
Holiday Bazaar Table Space Fees		\$550.00

PACIFIC POLICE DEPARTMENT

DECEMBER 2014 MONTHLY REPORT

ACTIVITY

Dispatch calls	384
Self-initiated contacts	168
Agency assists	68

TRAFFIC ENFORCEMENT

		<u>LAST MONTH</u>
Verbal Warnings	125	72
Infractions	123	90
Criminal Traffic	14	21

SUPERIOR COURT FILINGS

Adult	3
Juvenile	1

ARRESTS

Traffic	21
Non Traffic	12
Felony	2

OFFENSES/CRIMES

Burglaries-Residential	2	Assault-DV	1
Burglaries-Commercial	0	Malicious mischief-DV	2
Thefts	7	Disputes-DV	2
Robbery	0	Violation of orders	1
Motor vehicle theft	2	Order Service	3
Motor vehicle recovery	2	Mental health referral	5
Recovered property	1	Threats/harassment	0
Poss stolen property	1	Suicidal subject	0
Vehicle prowl	4	Death investigation-DOA	0
Weapons violation	0	Homicide	0
Reckless burning/arson	0	Runaway/missing	1
DUI	5	Warrant arrests	19
Drug/liquor violation	6	CPS/APS investigation	3
Vehicle impound	2	Criminal trespass	3
Vehicle collision	11	Hit and run	0
Assault	2	Suspicious Circ	3
Malicious mischief	1	Fraud	2
ID Theft	2		

Total Cases: 91 Year to Date: 1389

SEX OFFENSE- 1
EXTORTION-1
MAIL THEFT-1
ELUDING-1
OBSTRUCTION-1/DISORDERLY-1
ILLEGAL DISCHARGE-1
FOUND CHILD-1
FELONY WARRANT -1



Agenda Bill No. 15-003

TO: Mayor Guier and City Council Members
FROM: John Calkins
MEETING DATE: Monday, January 12, 2015
SUBJECT: Emergency Management Preparedness Grant (EMPG)

ATTACHMENTS:

- Resolution No. 2015-223
- 2015 Emergency Management Preparedness Grant Agreement

Previous Council Review Date: 01/05/15

Summary: The Police Department in coordination with the Department of Emergency Management has derived an approved plan with the Department of Homeland Security for the Emergency Management Preparedness Grant.

Recommendation/Action: Approve allocation of EMPG funding to support on-going Emergency Management Preparedness efforts within the City of Pacific.

Motion for Consideration: A motion to approve Fiscal Year 2015 EMPG Project as Outlined and to accept the Grant Funding in the amount of \$14,673.00

Budget Impact: There is a 50% matching fund requirement. In the past four years, we have covered all matching funds with Emergency Management duties. The matching funds for the EMPG are derived from Emergency Management Training Hours. As many of the staff are in need of ICS (Incident Command System) training. The overall salary costs associated with training are utilized to reflect the matching component of this grant. Also as the City is in review of its CEMP (Comprehensive Emergency Management Plan) the hours dedicated to this are also used to offset the matching requirement.

Alternatives: None, this is also the last year of EMPG funding as the Federal Funds have depleted.

**City of Pacific
Washington**

RESOLUTION NO. 2015-223

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH
DEPARTMENT OF EMERGENCY MANAGEMENT.**

WHEREAS, the City of Pacific Police Department coordinates closely with the Department of Emergency Management, and

WHEREAS, the City of Pacific is eligible for Federal Funding under the Emergency Management Preparedness Grant (EMPG) and

WHEREAS, the needs of the City for preparedness and continuity of services is vital to the citizens that are served, and

WHEREAS, an approved EMPG Plan has been approved by the Department of Homeland Security to allow allocation of the funding to that of the City of Pacific.

**THEREFOR, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON**

Section 1. The Pacific City Council hereby authorizes the Mayor to sign and enter into the 2015 contract with the Department of Emergency Management, attached as Exhibit A.

Section 2. This Resolution shall take effect and be in full force upon passage and signatures heron.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 12TH DAY OF JANUARY 2015.**

Leanne Guier, Mayor

Amy Stevenson Ness, City Clerk

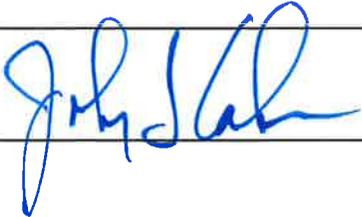
Carol Morris, City Attorney

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION CITY OF PACIFIC POLICE DEPARTMENT	DATE SUBMITTED 5 NOVEMBER 2014
PROJECT DESCRIPTION SECURITY CAMERA INSTALLATION	CONTRACT NUMBER E15-165

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	LEANNE GUIER	MAYOR, 2016
	JOHN T. CALKINS	CHIEF OF POLICE

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	JOHN T. CALKINS	CHIEF OF POLICE
	STEPHANIE SHOOK	PD SPECIALIST

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	STEPHANIE SHOOK	PD SPECIALIST
	RICHARD GOULD	FINANCE DIRECTOR

INSTRUCTIONS FOR SIGNATURE AUTHORIZATION FORM

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

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

1. **Authorizing Authority.** Generally, the person(s) signing in this box heads the governing body of the organization, such as the board chair or mayor. In some cases, the chief executive officer may have been delegated this authority.
2. **Authorized to Sign Contracts/Contract Amendments.** The person(s) with this authority should sign in this space. Usually, it is the county commissioner, mayor, executive director, city clerk, etc.
3. **Authorized to Sign Requests for Reimbursement.** Often the executive director, city clerk, treasurer, or administrative assistant have this authority. It is advisable to have more than one person authorized to sign reimbursement requests. **This will help prevent delays in processing a request if one person is temporarily unavailable.**

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

OMB Circular A-133 Audit Certification Form

Audits of States, Local Governments, and Non-Profit Organizations

Contact Information	
Subrecipient (Sub-Grantee) Name (Agency, Local Government, or Organization): CITY OF PACIFIC POLICE DEPARTMENT	
Authorized Chief Financial Officer (Central Accounting Office): RICHARD GOULD, FINANCE DIRECTOR	
Address: 100 3RD AVE SE, PACIFIC, WA 98047	
Email: RGOULD@CI.PACIFIC.WA.US	Phone #: 253-929-1117

Purpose: As a pass-through agency of federal grant funds, the Washington Military Department/Emergency Management Division (WMD/EMD) is required by Office of Management and Budget (OMB) Circular A-133 to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and ensure that subrecipients expending \$500,000 or more in federal awards during their fiscal year have met the OMB Circular A-133 Audit Requirements. Your entity is a subrecipient subject to such monitoring by MIL/EMD because it is a non-federal entity that expends federal grant funds received from MIL/EMD as a pass-through entity to carry out a federal program. OMB Circular A-133 can be found at http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf, and it should be consulted when completing this form.

Directions: As required by OMB Circular A-133, non-federal entities that expend \$500,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity *is not* subject to A-133 requirements, you must complete Section A of this Form. If your entity *is* required to complete an A-133 Audit, you must complete Section B of this form. When completed, you must sign, date, and return this form with your grant agreement contract and every fiscal year thereafter until the grant agreement contract is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

SECTION A: Entities NOT subject to the audit requirements of OMB Circular A-133

Our entity is not subject to the requirements of OMB Circular A-133 because (check all that apply):

- We did not expend \$500,000 or more of *total* federal awards during the fiscal year.
- We are a for-profit agency.
- We are exempt for other reasons (describe):

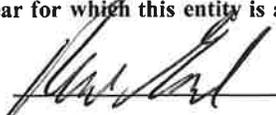
However, by signing below, I agree that we are still subject to the audit requirements, laws and regulations governing the program(s) in which we participate, that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees, and that WMD/EMD may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

SECTION B: Entities that ARE subject to the requirements of OMB Circular A-133

(Complete the information below and check the appropriate box)

- We completed our last A-133 Audit on [enter date]_____ for Fiscal Year ending [enter date]_____. There were no findings related to federal awards from WMD/EMD. No follow-up action is required by WMD/EMD as the pass-through entity.
A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to contracts.office@mil.wa.gov or provide the state auditor report number: _____.
- We completed our last A-133 Audit on [enter date]_____ for Fiscal Year ending [enter date]_____. There were findings related to federal awards.
A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to contracts.office@mil.wa.gov or provide the state auditor report number: _____.
- Our completed A-133 Audit will be available on [enter date]_____ for Fiscal Year ending [enter date]_____. We will forward a copy of the audit report to you at that time unless it will be available online at: http://www._____.

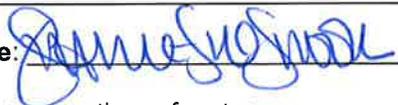
I hereby certify that I am an individual authorized by the above identified entity to complete this form. Further, I certify that the above information is true and correct and all relevant material findings contained in audit report/statement have been disclosed. Additionally, I understand this Form is to be submitted every fiscal year for which this entity is a subrecipient of federal grant funds from MIL/EMD until the grant agreement contract is closed.

Signature of Authorized Chief Financial Officer:  Date: 12-15-14

Print Name & Title: RICHARD GOULD, FINANCE DIRECTOR

WORKSHEET

Subrecipient Agency: CITY OF PACIFIC POLICE DEPARTMENT				
Grant and Year: 2014-2015			Agreement Number: E15-165	
Completed by:	STEPHANIE SHOOK	RECORDS SPECIALIST	253-929-1130	
	<i>Name</i>	<i>Title</i>	<i>Telephone</i>	
Date Completed: 5 NOVEMBER 2014				
STEP 1				
Is your grant agreement less than \$25,000?	YES <input checked="" type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input type="checkbox"/>	GO to Step 2
STEP 2				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
STEP 3				
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/>	GO to STEP 4	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
STEP 4				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/>	GO to STEP 5
STEP 5				
Executive #1	Name:			
	Total Compensation amount: \$			
Executive #2	Name:			
	Total Compensation amount: \$			
Executive #3	Name:			
	Total Compensation amount: \$			
Executive #4	Name:			
	Total Compensation amount: \$			
Executive #5	Name:			
	Total Compensation amount: \$			
STEP 6				
If your organization does not meet these criteria, specifically identify below each criteria that is not met for your organization: <u>For Example: "Our organization received less than \$25,000."</u>				
OUR ORGANIZATION WILL BE RECIEVING LESS THAN \$25,000				

Signature:  _____

Date: 10NOV14 _____

* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

Additional Resources:

<http://www.whitehouse.gov/omb/open>

<http://www.hrsa.gov/grants/ffata.html>

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>

<http://www.grants.gov/>

**Washington State Military Department
HOMELAND SECURITY GRANT AGREEMENT FACE SHEET**

1. Sub-grantee Name and Address: City of Pacific Police Department 113 3rd Avenue SE Pacific, WA 98407-1395		2. Grant Agreement Amount: \$14,673		3. Grant Agreement Number: E15-165	
4. Sub-grantee Contact, phone/email: John Calkins , 253-929-1130 jcalkins@ci.pacific.wa.us		5. Grant Agreement Start Date: June 1, 2014		6. Grant Agreement End Date: August 31, 2015	
7. Department Program Manager, phone/email: Kristin Ramos, 253-512-7083 kristin.ramos@mil.wa.gov		8. Data Universal Numbering System (DUNS): 022828735		9. UBI # (state revenue): 179-000-203	
10. Funding Authority: Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS)					
11. Funding Source Agreement #: EMW-2014-EP-00033-S01		12. Program Index # & OBJ/SUB-OJ 743PT NZ		13. CFDA# & Title: 97.042 14EMPG	
14. TIN: 91-6001483					
15. Service Districts: (BY LEGISLATIVE DISTRICT): 30 (BY CONGRESSIONAL DISTRICT): 9		16. Service Area by County(ies): Pierce/King		17. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
18. Agreement Classification <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			19. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
20. Sub-Grantee Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO			21. Sub-Grantee Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER		
22. PURPOSE: Provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Emergency Management Performance Grant (EMPG) funds to local jurisdictions and tribes with emergency management programs to sustain 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:					
<ol style="list-style-type: none"> 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:			FOR THE APPLICANT:		
_____ Signature		_____ Date		_____ Signature	
Richard A. Woodruff, Contracts Administrator Washington State Military Department				Richard Gould, City Manager/Finance Director	
			APPROVED AS TO FORM (if applicable):		
BOILERPLATE APPROVED AS TO FORM: Brian E. Buchholz (signature on file) 8-27-2014 Assistant Attorney General			_____ 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	John Calkins	Name	Gary Stumph
Title	Chief of Police	Title	Program Coordinator
E-Mail	jcalkins@ci.pacific.wa.us	E-Mail	gary.stumph@mil.wa.gov
Phone	253-929-1130	Phone	253-512-7483
Name	Stephanie Shook	Name	Kristin Ramos
Title	Records Specialist	Title	Program Manager
E-Mail	sshook@ci.pacific.wa.us	E-Mail	kristin.ramos@mil.wa.gov
Phone	253-929-1130	Phone	253-512-7083
Name		Name	Dalton Gamboa
Title		Title	Program Assistant
E-Mail		E-Mail	Dalton.gamboa@mil.wa.gov
Phone		Phone	253-512-7044

ARTICLE II. ADMINISTRATIVE, FINANCIAL, AND PROGRAMMATIC REQUIREMENTS

The Sub-grantee shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by FEMA applicable to the FY 2014 EMPG Program, including, but not limited to, all criteria, restrictions and requirements of the "Department of Homeland Security Funding Opportunity Announcement FY 2014 Emergency Management Performance Grant" document published by FEMA, the DHS Award Announcement Letter for Grant No. EMW-2014-EP-00033, and the federal regulations commonly applicable to DHS/FEMA grants, which are incorporated herein by reference.

The Sub-grantee acknowledges that since this 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 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 in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:

The following requirements, which must be met prior to reimbursement, apply to all DHS/FEMA Preparedness Grants administered by the Department.

1. REIMBURSEMENT & BUDGET REQUIREMENTS

- a. This is a fixed price, reimbursement Grant Agreement. Within the total 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 Agreement.

- b. 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, but shall not exceed federal maximum rates set forth at <http://www.gsa.gov> without prior written approval by Department key personnel.
- c. Receipts and/or backup documentation for any approved budget line items that are authorized under this Agreement must be maintained by the Sub-grantee and be made available upon request by the Department, and local, state, or federal auditors.
- d. The Sub-grantee will submit reimbursement requests to the Department by submitting a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to HLS.Reimbursements@mil.wa.gov no later than the due dates listed within the Milestone Timeline (Exhibit D), but not more frequently than monthly.
- e. Any request for extension of a due date will be treated as a request for Amendment of the Agreement and must be submitted to the Department's Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration, and can be granted or denied within the Department's sole discretion.
- f. 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, except as otherwise authorized by written amendment of the Agreement unless written approval is issued from the Department as permitted by amendment.
- g. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Agreement Amount.
- h. 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.
- i. Requests for reimbursement of equipment purchases must include a copy of the vendor's invoice and packing slip or 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".
- j. 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) 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.
- k. Final reimbursement requests will not be approved for payment if the Sub-grantee is not current with all reporting requirements contained in this Agreement.

- i. Cumulative changes to budget categories in excess of 10% of the Agreement amount will not be reimbursed without prior written authorization from the Department. In no case shall the total budget amount exceed the Agreement amount. Budget categories are as specified or defined on the Budget Sheet Exhibit E of the Agreement. Any changes to budget categories other than in compliance with this paragraph will not be reimbursed.
- m. The Sub-grantee is to ensure that Federal funds received under this Agreement do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. The EMPG Program prohibits supplanting, and the Sub-grantee may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

2. REPORTING REQUIREMENTS

- a. The Sub-grantee shall submit with each reimbursement request a report describing completed Work Plan activities for which reimbursement is sought in the format provided by the Department.
- b. 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 Agreement and new activities for which grant funding will be sought in the upcoming grant cycle's Work Plan. If a Sub-grantee will not be applying for grant funding during the next annual grant cycle application process, the Sub-grantee will submit a final report with its final reimbursement request to the Department detailing progress on all activities listed in the Work Plan.
- c. In conjunction with the final report, the Sub-grantee shall submit a separate report detailing how the EMPG Exercise and Training requirements were met for all personnel funded in any part through any source of funding under this Agreement.
- d. The Sub-grantee shall also 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 complete and return to the Department Attachment #1 attached to and made a part of this Agreement.
- e. The Sub-grantee shall participate in the State's annual capabilities assessment for the State Preparedness Report.

3. EQUIPMENT MANAGEMENT

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

- a. Allowable equipment categories for the FY 2014 EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) located at the DHS Lessons Learned Information Sharing Responder Knowledge Base Home Page sponsored by FEMA at <http://www.ilis.dhs.gov/knowledgebase>. Reimbursement will only be provided for purchases of the following equipment: (1) equipment identified on the AEL as applicable to the EMPG program for which the Sub-grantee has received written approval from the Department Key

Personnel prior to purchase and, (2) equipment not identified on the AEL as allowable under the EMPG Program for which the Sub-grantee has received written approval from FEMA through the Department Key Personnel prior to purchase. Sub-grantees must contact the Department Key Personnel for assistance in seeking FEMA approval for purchase of equipment not on the AEL. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or FEMA adopted standards to be eligible for purchase using EMPG Program funds. No reimbursement will be provided unless the appropriate prior written approval has been provided.

- b. Upon successful completion of the terms of this Agreement, all equipment purchased through this Agreement will be owned by the Sub-grantee, or a recognized sub-recipient for which a contract, sub-Grant Agreement, or other means of legal transfer of ownership is in place.
- c. The Sub-grantee, or a recognized sub-recipient/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.
- d. 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 the 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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:

- i. 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.
- ii. 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.
- j. As a 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-recipients who receive pass-through funding from this Agreement.
- k. The Sub-grantee must obtain and maintain all necessary certifications and licenses for the equipment. Sub-grantees are solely responsible for ensuring equipment eligibility.

4. ENVIRONMENTAL AND HISTORICAL PRESERVATION

The Sub-grantee shall ensure full compliance with FEMA's Environmental Planning and Historic Preservation (EHP) Program.

- a. Sub-grantees proposing projects that have the potential to impact the environment, **including but not limited to** construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, **must** participate in the FEMA EHP review process.
- b. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- c. The Sub-grantee agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed before** funds are released to carry out the proposed project.

5. PROCUREMENT

The Sub-grantee shall comply with all procurement requirements of 44 CFR Part 13.36, Procurement and as specified in the General Terms and Conditions, Exhibit B, A.28. 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.

6. SUB-GRANTEE MONITORING

- a. 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.
- b. To document compliance with OMB Circular A-133 requirements, the Sub-grantee shall complete and return to the Department Attachment #2 "OMB Circular A-133 Audit Certification Form" with the signed Agreement

and each fiscal year thereafter until the Agreement is closed, upon which the completed form is incorporated in and made a part of this Agreement.

- c. Monitoring activities may include, but are not limited to:
 - i. review of performance reports;
 - ii. monitoring and documenting the completion of Agreement deliverables;
 - iii. documentation of phone calls, meetings, e-mails and correspondence;
 - iv. review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget and federal requirements;
 - v. observation and documentation of Agreement related activities, such as exercises, training, funded events and equipment demonstrations;
 - vi. 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.
- d. 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.

7. NIMS COMPLIANCE

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain and deliver the core capabilities needed to achieve a secure and resilient nation.
- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive (PPD)-8, to guide activities within the public and private sector and describes the planning, organizing, equipping, training and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. The Sub-grantee agrees that in order to receive Federal Fiscal Year 2014 (FFY14) federal preparedness funding, to include EMPG, NIMS compliance requirements for 2014 must be met.

B. EMPG PROGRAM SPECIFIC REQUIREMENTS

- 1. The Department receives EMPG Program funding from the DHS/FEMA, which is provided to assist state, local and tribal governments enhance and sustain all-hazards emergency management capabilities as authorized by Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121 et seq.) and Section 662 of the Post Katrina Emergency Management Act (6 U.S.C. § 762).
- 2. The Sub-grantee shall comply with all applicable federal laws, regulations and guidance referenced in the "Department of Homeland Security Funding Opportunity Announcement FY 2014 Emergency Management Performance Grant" document published by FEMA, which can be found at <http://www.fema.gov/preparedness-non-disaster-grants> and are hereby incorporated in and made a part of this Agreement.
- 3. A portion of the FFY14 EMPG grant was identified by the state to be passed through to local jurisdictions and tribes with emergency management programs

to supplement their local/tribal operating budgets to help sustain and enhance emergency management capabilities under WAC 118-09.

4. The Sub-grantee shall use the EMPG funds authorized under this Agreement only to perform tasks as described in the Work Plan of the Sub-grantee's application for funding, as approved by the Department and incorporated into this Agreement. Funding may not be used to replace or supplant existing local or tribal government funding of emergency management programs.
5. The Sub-grantee shall provide a fifty percent match of **\$14,673** of non-federal origin. To meet matching requirements, the Sub-grantee cash matching 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.
6. Exercises that are implemented with EMPG Program funds under this Agreement must meet the requirements of the FFY14 EMPG Program. All personnel funded in any part through any source of funding under this Agreement shall participate in no less than three exercises in a 12-month period.
7. All personnel funded in any part through any source of funding under this Agreement shall complete the following training requirements and record proof of completion: NIMS Training IS 100, IS 200, IS 700, and IS 800 and the FEMA Professional Development Series IS 120, IS 230, IS 235, IS 240, IS 241, IS 242, and IS 244.

C. DHS FFY14 EMPG TERMS AND CONDITIONS

As a recipient of EMPG Program funding, the Sub-grantee shall comply with all applicable DHS terms and conditions of the FFY14 EMPG Award Letter documents for DHS Grant No. EMW-2014-EP-00033, which are incorporated herein by reference, including but not limited to the following:

1. *Administrative Requirements* – The administrative requirements that apply to DHS award recipients originate from two sources:
 - a. Office of Management and Budget (OMB) Circular A-102, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* (also known as the “A-102 Common Rule”). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.
 - b. *OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.*
2. *Cost Principles* – The cost principles that apply to DHS award recipients originate from one of the following sources:
 - a. OMB Circular A-21, *Cost Principles for Educational Institutions*, relocated to 2 CFR Part 220.
 - b. OMB Circular A-87, *Cost Principles for State, Local, and Indian Tribal Governments*, relocated to 2 CFR Part 225.
 - c. OMB Circular A-122, *Cost Principles for Non-Profit Organizations*, relocated to 2 CFR Part 230.
3. *Audit Requirements* – The audit requirements for State, Local and Tribal recipients of DHS awards originate from OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*.

4. *Acknowledgement of Federal Funding from DHS* -- The Sub-grantee must acknowledge its use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
5. *Activities Conducted Abroad* -- The Sub-grantee must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
6. *Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.)* – The Sub-grantee must comply with the Act, which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
7. *Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101-12213)* – The Sub-grantee must comply with the requirements of Titles I, II, and III of the Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
8. *Best Practices for Collection and Use of Personally Identifiable Information (PII)* – If a Sub-grantee collects PII, it is required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. The *DHS Privacy Impact Assessments* is available as a resource on this requirement at: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.
9. *Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7* – The Sub-grantee must comply with the requirements of the Act, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
10. *Civil Rights Act of 1968* – The Sub-grantee must comply with the Act, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).
11. *Copyright* – The Sub-grantee must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).
12. *Debarment and Suspension* –The Sub-grantee must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and

abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

13. *Drug-Free Workplace Regulations* – The Sub-grantee must comply with the *Drug-Free Workplace Act of 1988* (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.
14. *Duplication of Benefits* – The Sub-grantee must comply with 2 CFR Part 225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.
15. *False Claims Act and Program Fraud Civil Remedies* – The Sub-grantee must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.
16. *Federal Debt Status* – The Sub-grantee is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.
17. *Fly America Act of 1974* – The Sub-grantee must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.
18. *Hotel and Motel Fire Safety Act of 1990* – In accordance with Section 6 of the Act (15 U.S.C. § 2225(a)), the Sub-grantee must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, 15 U.S.C. § 2225.
19. *Limited English Proficiency (Civil Rights Act of 1964, Title VI)* – The Sub-grantee must comply with the Act's prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language

services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <http://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

20. *Lobbying Prohibitions* – The Sub-grantee must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal.
21. *Non-supplanting Requirement* – The Sub-grantee must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.
22. *SAFECOM* – If the Sub-grantee is awarded funds to provide emergency communication equipment and related activities, the Sub-grantee must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications (http://www.safecomprogram.gov/ecg/2014.safecom_guidance_final.pdf).
23. *Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)* – The Sub-grantee must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.
24. *Trafficking Victims Protection Act of 2000* – The Sub-grantee must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, the Agreement shall be terminated, without penalty, if the Sub-grantee:

 - a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procures a commercial sex act during the period of time that the award is in effect; or
 - c. Uses forced labor in the performance of the award or subawards under the award.
25. *Rehabilitation Act of 1973* – The Sub-grantee must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or

activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

26. *USA Patriot Act of 2001* – The Sub-grantee must comply with the requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.
27. *Use of DHS Seal, Logo, and Flags* – The Sub-grantee must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
28. *DHS Specific Acknowledgements and Assurances* – The Sub-grantee acknowledges and agrees, and will require any sub-recipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff:
 - a. Cooperate with any compliance review or complaint investigation conducted by DHS.
 - b. Give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance
 - c. Submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate back-up documentation to support the reports.
 - d. Comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed program guidance.
 - e. If, during the past three years, the Sub-grantee has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
 - f. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the Sub-grantee, or the Sub-grantee settles a case or matter alleging such discrimination, the Sub-grantee must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

**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 of a federal award, 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 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-GRANTEES that qualify as subrecipients 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 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:

**Contracts Office
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:

**Contracts Office
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 System for Award Management (<http://www.sam.gov>) maintained by the federal government. 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" (<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/>). The SUB-GRANTEE also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' Debarred Vendor List (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 10 CFR Part 601, the Sub-grantee hereby certifies that to the best of its 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.9 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.10 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.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 SUB-GRANTEE's responsibilities with respect to services provided under this Grant Agreement is prohibited except by prior written consent of the DEPARTMENT or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the Department, a representative appointed by the Contractor and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.13 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.14 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.15 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.16 NONASSIGNABILITY

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

A.17 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.18 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.19 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.20 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.21 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.22 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.23 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.24 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.25 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.26 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.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.

Sub-Grantees must comply with the following provisions regarding procurement, and all Sub-Grantee contracts with sub-contractors or sub-recipients must contain the following provisions regarding procurement, per 44 CFR Part 13.36(i):

1. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (All contracts more than the simplified acquisition threshold).
2. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).
3. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter

- 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees).
4. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair).
 5. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and sub-grantees when required by Federal grant program legislation).
 6. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and sub-grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
 7. Notice of awarding agency requirements and regulations pertaining to reporting.
 8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
 9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
 10. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 11. Retention of all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.
 12. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (All contracts, sub-contracts, and sub-grants of amounts in excess of \$100,000).
 13. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

The DEPARTMENT reserves the right to review the Sub-Grantee procurement plans and documents, and require the Sub-Grantee to make changes to bring its plans and documents into compliance with the requirements of 44 CFR Part 13.36. The Sub-Grantee must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Sub-Grantee and DEPARTMENT to make a determination on eligibility of project costs.

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 DEPARTMENT, 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 DEPARTMENT 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.

14EMPG WORK PLAN

Emergency Management Organization: City of Pacific Police Department

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 five elements of emergency management: prevention; protection; response; recovery, and mitigation. 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 but not limited to the ability to communicate and warn, educate the public, train and exercise, plan and be NIMS compliant. The Work Plan delineates the EMO's emergency management program planning and priority focus for this grant cycle (to include 14EMPG grant and local funds).

Program Area #1		Security Camera Installation	
Senior and Community Centers may be used as warming shelters or temporary overnight shelter during incidents. Cameras are required for monitoring of entry points and doors for security.			
Emergency Management Function:		Facilities	
# Activity			Sustainment or Enhancement
ACTIVITIES	1	Camera Installation	Enhancement
	<i>Description:</i>	Following local approved procurement processes, purchase and install cameras in the Senior and Community Centers for when they are utilized as temporary overnight shelters to monitor entry points, following Environmental and Historical Preservation (EHP) requirements.	
Program Area #2		EOC Security	
The EOC is utilized by many staff members within the City. A secure storage locker for the EOC is required for officers to securely store their respective response equipment while working in the EOC.			
Emergency Management Function:		Prevention	
# Activity			Sustainment or Enhancement
ACTIVITIES	1	Secure Storage	Enhancement
	<i>Description:</i>	Following local approved procurement processes, purchase and install approved secure storage in the EOC for staff to secure response equipment during emergency activations only, following Environmental and Historical Preservation (EHP) approval guidelines, per federal requirements.	
Program Area #3		Long-term food supplies	
Supplies the City had on hand for emergency preparedness were past expiration and discarded without replacement. During a recent activation there were no supplies available to sustain operations.			
Emergency Management Function:		Operational Planning	
# Activity			Sustainment or Enhancement
ACTIVITIES	1	Long-term Food Storage	Sustainment
	<i>Description:</i>	Following local approved procurement processes, purchase long-term, shelf stable food products (Mt. House Foods 25 year shelf life) to enhance sustainment of long term activations	

MILESTONE TIMELINE**FFY14 Emergency Management Performance Grant Program**

MILESTONE	TASK
June 1, 2014	Start of Grant Agreement performance period.
March 31, 2014	Submit reimbursement request
August 31, 2015	End of grant performance period.
October 15, 2015	Submit final reimbursement request, additional reports, and/or deliverables.

Budget Sheet

FFY14 Emergency Management Performance Grant Program

SOLUTION AREA	BUDGET CATEGORY	AMOUNT	NARRATIVE
PLANNING	Goods & Services	\$ 3,210	Longterm Food Storage
	Travel/Per Diem	\$ -	
	Indirect	\$ -	
	<i>Subtotal</i>	\$ 3,210	
EQUIP	Equipment	\$ 11,463	Cameras and Safe
	Indirect	\$ -	
	<i>Subtotal</i>	\$ 11,463	
TOTAL Grant Agreement Contract			
AMOUNT: \$		14,673	

- City of Pacific Police Department will provide a match of **\$14,673**, 50% of the total project cost (local/tribal budget plus EMPG award), of non-federal origin.
- Cumulative changes to budget categories in excess of 10% of the grant agreement award will not be reimbursed without prior written authorization from the Department.
- This award will not be used to supplant the local/tribal funds.
- The Department's Reimbursement Spreadsheet must accompany each reimbursement request submitted.
- The Sub-grantee agrees to make all records available to Department staff, upon request.

Funding Source: U.S. Department of Homeland Security - PI# 743PT – EMPG

**ADDITIONAL AGREEMENT PROVISIONS AND WORKSHEET
For Compliance With The
Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA)**

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website. Federal awards include grants, subgrants, loans, awards, cooperative agreements, and other forms of financial assistance as well as contracts, subcontracts, purchase orders, task orders, and delivery orders. The legislation does not require inclusion of individual transactions below \$25,000 or credit card transactions before October 1, 2008. However, if an award is initially below this amount yet later increased, the act is triggered. Due to this variability in compliance Subrecipients are **required** by the Military Department to be familiar with the FFATA requirements and complete this Worksheet for *each contract* for the State's submission in to the FFATA portal.

ADDITIONAL PROVISIONS

- A. This grant agreement 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 grant agreement contract, the sub-grantee 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 grant agreement contract, your organization is required by FFATA, OMB Guidance and this grant agreement 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. System for Award Management (SAM) is a government wide registration system for organizations that do business with the Federal Government. SAM stores information about awardees including financial account information for payment purposes and a link to D&B for maintaining current DUNS information, <http://www.sam.gov>. WMD requires SAM 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) (<http://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.

WORKSHEET

Subrecipient Agency:				
Grant and Year:		Agreement Number:		
Completed by:				
<i>Name</i>	<i>Title</i>	<i>Telephone</i>		
Date Completed:				
STEP 1				
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/> () ↓	STOP, no further analysis needed, GO to Step 6	NO <input type="checkbox"/> () ↓	GO to Step 2
STEP 2				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/> () ↓	GO to STEP 3	NO <input type="checkbox"/> () ↓	STOP, no further analysis needed, GO to Step 6
STEP 3				
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/> () ↓	GO to STEP 4	NO <input type="checkbox"/> () ↓	STOP, no further analysis needed, GO to Step 6
STEP 4				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/> () ↓	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/> () ↓	GO to STEP 5
STEP 5				
Executive #1	Name:			
	Total Compensation amount: \$			
Executive #2	Name:			
	Total Compensation amount: \$			
Executive #3	Name:			
	Total Compensation amount: \$			
Executive #4	Name:			
	Total Compensation amount: \$			
Executive #5	Name:			
	Total Compensation amount: \$			
STEP 6				
If your organization does not meet these criteria, specifically identify below each criteria that is not met for your organization: <u>For Example: "Our organization received less than \$25,000."</u>				

Signature: _____

Date: _____

* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

Additional Resources:

<http://www.whitehouse.gov/omb/open>

<http://www.hrsa.gov/grants/ffata.html>

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>

<http://www.grants.gov/>

OMB Circular A-133 Audit Certification Form

Audits of States, Local Governments, and Non-Profit Organizations

A. Contact Information	
Subrecipient (Sub-Grantee) Name (Agency, Local Government, or Organization):	
Authorized Chief Financial Officer (Central Accounting Office):	
Address:	
Email:	Phone #:

Purpose: As a pass-through agency of federal grant funds, the Washington Military Department/Emergency Management Division (WMD/EMD) is required by Office of Management and Budget (OMB) Circular A-133 to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and ensure that subrecipients expending \$500,000 or more in federal awards during their fiscal year have met the OMB Circular A-133 Audit Requirements. Your entity is a subrecipient subject to such monitoring by MIL/EMD because it is a non-federal entity that expends federal grant funds received from MIL/EMD as a pass-through entity to carry out a federal program. OMB Circular A-133 can be found at http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf, and it should be consulted when completing this form.

Directions: As required by OMB Circular A-133, non-federal entities that expend \$500,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity **is not** subject to A-133 requirements, you must complete Section A of this Form. If your entity **is** required to complete an A-133 Audit, you must complete Section B of this form. When completed, you must sign, date, and return this form with your grant agreement contract and every fiscal year thereafter until the grant agreement contract is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

SECTION A: Entities NOT subject to the audit requirements of OMB Circular A-133

Our entity is not subject to the requirements of OMB Circular A-133 because (check all that apply):

- We did not expend \$500,000 or more of *total* federal awards during the fiscal year.
- We are a for-profit agency.
- We are exempt for other reasons (describe):

However, by signing below, I agree that we are still subject to the audit requirements, laws and regulations governing the program(s) in which we participate, that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees, and that WMD/EMD may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

SECTION B: Entities that ARE subject to the requirements of OMB Circular A-133

(Complete the information below and check the appropriate box)

- We completed our last A-133 Audit on [enter date]_____ for Fiscal Year ending [enter date]_____. There were no findings related to federal awards from WMD/EMD. No follow-up action is required by WMD/EMD as the pass-through entity. **A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to contracts.office@mil.wa.gov or provide the state auditor report number: _____.**
- We completed our last A-133 Audit on [enter date]_____ for Fiscal Year ending [enter date]_____. There were findings related to federal awards. **A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to contracts.office@mil.wa.gov or provide the state auditor report number: _____.**
- Our completed A-133 Audit will be available on _____ [enter date] for Fiscal Year ending _____ [enter date]. We will provide electronic copy of the audit report to contracts.office@mil.wa.gov at that time or provide the state auditor report number: _____.

I hereby certify that I am an individual authorized by the above identified entity to complete this form. Further, I certify that the above information is true and correct and all relevant material findings contained in audit report/statement have been disclosed. Additionally, I understand this Form is to be submitted every fiscal year for which this entity is a subrecipient of federal grant funds from MIL/EMD until the grant agreement contract is closed.

Signature of Authorized Chief Financial Officer: _____ Date: _____

Print Name & Title: _____

WMD Form 1009-13, 8/19/2013

Jerold McGlothlin

From: travis@257protection.com
Sent: Friday, November 07, 2014 12:58 PM
To: Jerold@257protection.com
Subject: [FWD: Please complete]
Attachments: 3369_001.pdf



----- Original Message -----

Subject: Please complete
From: Stephanie Shook <sshook@ci.pacific.wa.us>
Date: Thu, November 06, 2014 5:41 pm
To: "travis@257protection.com" <travis@257protection.com>

Travis-

Please complete and return to me- Thank You.

Stephanie Shook
2014 L.E.I.R.A. President
Records Specialist- Public Information Officer
Pacific Police Department
133 3rd Ave SE Pacific, WA 98047
(253)929-1130 (253) 929-1194 Fax
SShook@ci.pacific.wa.us



Attn: Stephanie
(253) 961-1943

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME 25/7 PROTECTION		Doing business as (DBA) 25/7 PROTECTION	
ADDRESS 17750 WEST VALLEY HWY TUKWILA, WA 98188	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI) 60267472411	Federal Employer Tax Identification #: 208020247
This certification is submitted as part of a request to contract.			

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

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

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

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

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

Bidder or Contractor Signature: Jerald McElathlin Date: 11/7/2014
 Print Name and Title: Jerald McElathlin President/CEO

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

What is "Debarment, Suspension, Ineligibility, and Voluntary Exclusion"?

These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

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

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

Why am I required to sign this certification?

You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?

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

What is the purpose of this certification?

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

What does the word "proposal" mean when referred to in this certification?

Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a "lower tier participant"?

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

What is a covered transaction when referred to in this certification?

Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

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



TO: Mayor Guier and City Council Members
FROM: John Calkins, Public Safety Director
MEETING DATE: January 12, 2015
SUBJECT: Surplus of eleven outdated computers.

ATTACHMENTS:

- Resolution No. 2015-225
 - List of model and serial numbers of the computers.
-

Previous Council Review Date: 01/05/15

Summary: The Police Department purchased the computers over the years and they are outdated and of no use to the department.

Recommendation/Action: Surplus the computers.

Motion for Consideration: Make a motion to allow the police department to surplus eleven outdated computers.

Budget Impact: None

Alternatives: None

**City of Pacific
Washington**

RESOLUTION NO. 2015-225

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON AUTHORIZING THE PACIFIC POLICE DEPARTMENT TO
SURPLUS ELEVEN LAPTOP COMPUTERS.**

WHEREAS, the City of Pacific purchased the computers over the years, and

WHEREAS, the Police Department utilized the computers for several years, and

WHEREAS, the computers are all outdated and have not been used for three years;
and

WHEREAS, there is no value to the computers.

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
PACIFIC, WASHINGTON**

Section 1. The City Council hereby authorizes the Pacific Police Department to surplus eleven outdated computers, as described in Exhibit A.

Section 2. This Resolution shall take effect and be in full force upon passage and signatures hereon.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 12TH DAY OF JANUARY, 2015.**

Leanne Guier, Mayor

Amy Stevenson-Ness, City Clerk

Carol Morris, City Attorney

TO: CHIEF CALKINS

FROM: LT. EDWIN MASSEY

DEATE: 10-16-2014

SUBJECT: SURPLUS COMPUTERS

The following listed laptop computers have been in storage as surplus;

Panasonic CF28 Serial 1EKYA01282
Panasonic CF29 Serial 5JKSA471960
Panasonic CF29 Serial 5JKSA71961
Panasonic CF29 Serial 5JKSA71895
Panasonic CF29 Serial 5JKSA71916
Panasonic CF29 Serial 5JKSA71887
Panasonic CF30 Serial 8HKB77516
Panasonic CF30 Serial 8HKYB77577
Panasonic CF30 Serial 8HKYB77582
Panasonic CF30 Serial 7GKSA48674
CTX Inter Inc, EZ Book Serial 74X9041370

Recommending these computers be added to any other list of equipment requiring disposal.


LT EM



Agenda Bill No. 15-006

TO: Mayor Guier and City Council Members
FROM: John T. Calkins, Public Safety Director
MEETING DATE: January 12, 2015
SUBJECT: King County Inter-Local Agreement (ILA) LiveScan

ATTACHMENTS:

- Resolution No. 2015-226
- Interlocal Agreement with King County

Previous Council Review Date: 01/05/15

Summary: Livescan in an electronic fingerprinting station that submits fingerprints and palm prints to the King County AFIS (automated fingerprint identification section) of the King County Sherriff Office (KCSO) latent unit. The system is supported by the KCSO under a tax levy at this time.

Recommended Action: Approve the ILA with King County for continued use of the Livescan System as currently in place.

Motion for Consideration: "I move to adopt Resolution No. 2015-226 approving the interlocal agreement with King County for continued use of the Livescan System currently in place."

Budget Impact: No budget impact we currently have a Livescan unit that was secured under grant funding in 2009.

Alternatives: Not entering into an ILA with KCSO AFIS program for utilization of Livescan would result in this agency submitting hard copy prints of fingerprinted individuals result in a fee of \$14.75-20.00 depending on the reason for fingerprint submission.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2015-226

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT WITH KING COUNTY FOR USE OF ELECTRONIC FINGERPRINT CAPTURE EQUIPMENT (AFIS LIVESCAN PROGRAM).

WHEREAS, the Automated Fingerprint Identification System (AFIS) has proven to be an effective crime-fighting tool in furtherance of the health, welfare, benefit and safety of the residents in King County; and

WHEREAS, The City of Pacific Police Department has a Livescan system currently in use purchased under a previous grant in 2009; and

WHEREAS, since January 1, 2013, the County has continued to provide effective AFIS services to public law enforcement agencies within King County, through a voter approved six year levy; and

WHEREAS, The City of Pacific will benefit from the electronic submission of fingerprints versus hard copy prints, reducing the overall cost of fingerprint submissions in electronic format and so the City wishes to continue to use AFIS services through Electronic Fingerprint Capture Equipment, including the necessary software and computer equipment, and system maintenance services;

WHEREAS, for all of the above reasons, the City desires to enter into an Interlocal Agreement with King County to approve placement of the Fingerprint Capture Equipment in the City, and to reimburse the County for same;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Pacific City Council hereby authorizes the Mayor to execute the Interlocal Agreement with King County regarding the continued use of the Livescan Program and to pay the related costs, as set forth in Section V on page 3 of the ILA, attached hereto as Exhibit A.

Section 2. This Resolution shall take effect and be in full force upon passage and signatures hereon.

PASSED BY THE CITY OF PACIFIC CITY COUNCIL AT A REGULAR MEETING THEREOF ON JANUARY 5, 2015.

CITY OF PACIFIC

Leanne Guier, Mayor

ATTEST/AUTHENTICATED:

Amy Stevenson-Ness, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney



KING COUNTY SHERIFF'S OFFICE
516 Third Avenue, W-116
Seattle, WA 98104-2312
Tel: 206-296-4155 • Fax: 206-296-0168

John Urquhart
Sheriff

October 2, 2014

Chief John Calkins
Pacific Police Department

Dear Chief Calkins,

Please find an enclosed Interlocal Agreement (ILA) regarding your police department's use of electronic fingerprint capture equipment. As the manager of King County's Regional Automated Fingerprint Identification System (AFIS), I respectfully request your city's review and approval of this ILA.

Through levy funding, the AFIS program provides Livescans (electronic fingerprint stations) and Mobile ID (handheld remote fingerprint devices) to police agencies in the county. This equipment is the means by which fingerprints are transmitted into the AFIS, resulting in the positive identification of individuals.

Currently, no ILA exists that addresses the use and maintenance of this equipment. The ILA essentially memorializes practices in place for many years at agencies using Livescans. It also contains a policy that your agency would be agreeing to implement for use of Mobile ID devices.

The ILA is the same for each city and/or entity within King County. It was vetted with a sampling of jurisdictions within King County and reflects those agencies' input. To provide background information to aid in your approval process, I have included a sample for a council meeting agenda item. The sample contains additional information not detailed in this letter.

I hope to have this returned as soon as feasible, and I will follow up within two months. Once the ILA is printed and signed, it can be scanned and sent to me via email. I will return a fully signed version after Executive Constantine signs. Please let me know if a hard copy is preferable.

Thank you for your attention to this request. Should you have questions, please feel free to contact me.

Best Regards,

A handwritten signature in blue ink, appearing to read "Carol Gillespie".

Carol Gillespie, Program Manager
King County Regional AFIS
(206) 263-2721
carol.gillespie@kingcounty.gov

Enclosures

cc: AFIS Advisory Committee Chair Robin Fenton

**INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE CITY OF PACIFIC**

for use of

ELECTRONIC FINGERPRINT CAPTURE EQUIPMENT

THIS AGREEMENT is entered into between King County ("County") and the city of Pacific ("Agency"). The County and the Agency may be referred to individually as a "Party" or collectively as "Parties."

WHEREAS, the Automated Fingerprint Identification System (AFIS) has proven to be an effective crime-fighting tool in furtherance of the health, welfare, benefit and safety of the residents within King County; and

WHEREAS, since January 1, 2013, the County has continued to provide effective AFIS services to public law enforcement agencies within King County, through a voter approved six (6) year levy, as authorized by King County Ordinance No. 17381; and

WHEREAS, the Agency wishes to use AFIS services through Electronic Fingerprint Capture Equipment ("FP Equipment") including the necessary software and computer equipment, and system maintenance services;

NOW, THEREFORE, for and in consideration of the promises and covenants contained in this Agreement, the Parties hereto agree as follows:

I. PURPOSE

The purpose of this Interlocal Agreement is to establish the terms under which FP Equipment, which the County approves for placement in the Agency, will be used and maintained. This applies to FP Equipment previously approved for placement in the Agency and FP Equipment approved for placement in the Agency during the term of this agreement. The goals of this Agreement are to:

- Protect the public by assisting law enforcement in identifying potentially wanted or dangerous subjects before they are released from custody.
- Protect law enforcement officers by providing information important to officer safety prior to the release of detained individuals.
- Provide efficiency and accuracy in criminal record reporting to the Washington State Patrol ("WSP") and the Federal Bureau of Investigation ("FBI").
- Improve the quantity and quality of fingerprints available for search in the King County Regional AFIS Database.

FP Equipment is defined as:

- Livescan: stationary electronic fingerprint capture equipment used to obtain full sets of fingerprints for purposes of searching and storing in AFIS;
- Mobile ID: mobile electronic fingerprint capture equipment used to obtain prints from two fingers for purposes of searching AFIS to determine an individual's identity. These prints are not stored in AFIS.

II. CONTRACT ADMINISTRATION

- A. This Agreement shall be administered by the King County Sheriff through the Regional AFIS Manager or other designee and the Agency Chief of Police or its designee. Each Party's governing body shall approve this Agreement. Each Party shall inform the other within thirty (30) days of this Agreement's execution of its respective contract administrator.

III. GENERAL TERMS AND CONDITIONS

- A. The County, in its sole discretion, will decide whether to place FP Equipment in the Agency.
- B. All FP Equipment purchased by the County and located at the Agency's site shall remain the property of the County.
- C. The County may require the Agency to return FP Equipment to the County at any time, for any reason.
- D. All FP Equipment that has been installed by the King County Regional AFIS Program will be available for use by any other law enforcement agency operating within King County, if feasible, and no charge for the use of those devices by other agencies will be levied by the Agency.
- E. All FP Equipment shall be used exclusively for biometric purposes only.
- F. Statistics, or any information, which is pertinent to the FP Equipment and AFIS Program and requested by the King County Regional AFIS Manager, will be compiled by the Agency and submitted as needed.
- G. The Agency shall cooperate with the FBI if contacted through a post-processing review of a Mobile ID match in its database.
- H. The County may remove any Agency employee's rights to use FP Equipment at any time, for any reason.
- I. The Agency shall ensure that no Agency employee, officer or agent sells, transfers, publishes, discloses, or otherwise makes available any FP Equipment, software, documentation or copies thereof to any third party without the express written authorization of the County.
- J. The Agency agrees to notify the County immediately of any FP Equipment access code of any person who leaves Agency employment so that the County may delete that person's access code in order to maintain the integrity of the AFIS.
- K. The Agency will comply with all FP Equipment requirements as detailed in attached Exhibit A. The Regional AFIS Manager may revise these requirements at any time. Any revised requirements will be provided to the Agency and automatically incorporated as a new Exhibit A to this agreement. No council approval will be required to amend the Exhibit A.
- L. The Agency will comply with the Regional AFIS Program Biometric Handheld Fingerprint Identification Policy. Copy attached as Exhibit B. The Regional AFIS Manager may revise this policy at any time. Any revised policy will be provided to the Agency and automatically incorporated as a new Exhibit B to this agreement. No council approval will be required to amend the Exhibit B.

IV. AGENCY LIAISONS AND TRAINING

- A. The Agency shall assign at least one (1) Liaison. The Agency may assign separate Liaisons for each type of FP Equipment.
- B. All Agency Liaisons are required to attend training in the proper use of and the administrative functions of the FP Equipment. Training shall be provided by the County designated Trainer.
- C. Agency Liaisons for Livescan are responsible to work with the County to schedule staff training, provide user access, perform queue maintenance, and conduct system troubleshooting and testing.
- D. Agency Liaisons for Mobile ID are responsible to work with the County to schedule Agency staff to install the Mobile ID software, schedule staff training, and conduct system troubleshooting and testing.
- E. All Agency FP Equipment Operators are required to attend County provided training in the proper use of the FP Equipment by the County designated Trainer.

V. INSTALLATION AND MAINTENANCE OF ELECTRONIC FINGERPRINT CAPTURE EQUIPMENT

A. Costs paid by County

The County shall pay for the one-time delivery and installation of the FP Equipment approved for placement in the Agency. The County shall be responsible for all maintenance costs on the FP Equipment, unless otherwise specified below.

B. Costs paid by Agency

The Agency shall pay the following costs related to FP Equipment:

1. Any cost for office space remodeling which may be necessary to accommodate the Agency's Livescan installation;
2. Any internal infrastructure which may be necessary to connect the Agency to the King County Network. This infrastructure may include a Local Area Network, wiring, or other equipment;
3. Services in connection with the relocation of the FP Equipment or the additional removal of items of equipment, attachments, features, or other devices, except as may be mutually agreed by written amendment to this Agreement;
4. Electrical work external to the Agency's FP Equipment;
5. Repair or replacement of damaged or lost FP Equipment from any cause whatsoever, while in the care, custody and/or control of the Agency;
6. Repair or replacement to FP Equipment due to the FP Equipment being modified, damaged, altered, moved or serviced by personnel other than County's Contractor or its authorized representative;
7. Purchase of consumable FP Equipment supplies, such as printer toner cartridges, cleaning supplies, and gloves;

8. Agency employee salary cost and any overtime pay which may be necessary to complete initial or ongoing use or training for FP Equipment;
 9. Cost of integrating any Agency system to the FP Equipment.
 10. Costs associated with moving FP Equipment.
 11. Costs associated with preventative cleaning of FP Equipment.
- C. The County shall act as the point of contact for any questions or service calls from the Agency that need to be relayed to the FP Equipment Contractor. The County shall have a contact person available twenty-four (24) hours a day, seven (7) days a week.
 - D. The Agency shall provide a means of gaining access to the FP Equipment twenty-four (24) hours a day, seven (7) days a week for the purpose of installation, service calls, regular maintenance and special maintenance, when agreed upon in advance between parties. The Agency shall permit the County and/or the FP Equipment Contractor prompt and free access to the FP Equipment, including the ability to access the Livescan remotely.
 - E. The Agency will not make or permit any person other than the County or the FP Equipment Contractor to make any adjustment or repair to the FP Equipment. The Agency will not relocate, modify, change, or attempt to connect said FP Equipment without the prior written permission of the AFIS Regional Manager. The Agency will not attempt to service the FP Equipment, except for normal cleaning, and will not permit anyone other than the County or the FP Equipment Contractor to perform maintenance services in connection with the FP Equipment.
 - F. The Agency shall promptly notify the County of any error, defect, or nonconformity in the FP Equipment.
 - G. The Agency shall perform preventative cleaning of the FP Equipment in accordance with the written instructions and schedules provided by the County.
 - H. Any local system or network changes that would affect the FP Equipment or King County network must be reviewed by King County prior to implementation.
 - I. The Agency shall provide and maintain the network required to submit electronic fingerprint transmissions, in compliance with the FP Equipment Security Policy as described in Exhibit A.

VI. DURATION, TERMINATION AND AMENDMENT

- A. This Agreement shall become effective when it is signed by both Parties.
- B. This Agreement shall continue in full force and effect from year to year unless modified or terminated in accordance with the terms of this Agreement.
- C. This Agreement may be terminated or suspended by either Party without cause, in whole or in part, by providing the other Party's administrator, as described in Article 2, thirty (30) days advance written notice of the termination.
- D. If County or other expected or actual funding is withdrawn, reduced, or limited in any way the County may, upon written notification to the Agency's administrator, as described in Article 2, terminate or suspend this Agreement in whole or in part and such termination or suspension may take place immediately.

- E. This Agreement shall terminate without penalty in the event that, in the opinion of the County, AFIS levy proceeds are, for whatever reason, no longer available for purposes of this Agreement.
- F. Upon termination of this Agreement, the Agency shall cooperate in the return of all King County property to the County. Such a return would be coordinated by the Regional AFIS Manager.
- G. As described in Section III.M and N, any changes to Exhibit A or B may be made by the Regional AFIS Manager. All other amendments to this Agreement must be agreed to in writing by the parties.

VII. INDEMNIFICATION AND LIMITATION OF LIABILITY

- A. In no event will the County be liable for loss of data, loss of use, interruption of service, incompleteness of data and/or for any direct, special, indirect, incidental or consequential damages arising out of this Agreement or any performance or non-performance under this Agreement.
- B. The Agency shall indemnify, defend and hold harmless the County and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of or in any way relating to the installation, maintenance or use of the County's FP Equipment including any claimed violation of any person's civil rights. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the Agency's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the County only, and only to the extent necessary to provide the County with a full and complete indemnity of claims made by the Agency's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the Agency shall defend the same at its sole cost and expense; provided, that, the County retains the right to participate in said suit at its own expense if any principle of governmental or public law is involved; and if final judgment be rendered against the County and its officers, agents, and employees, or any of them, or jointly against the County and the Agency and their respective officers, agents, and employees, or any of them, the Agency shall satisfy the same.
- C. The County assumes no responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of the Agency, its employees, contractors or others by reason of this Agreement.
- D. The Agency shall protect, indemnify and save harmless the County, its officers, agents and employees from any and all claims, costs and losses whatsoever occurring or resulting from (1) the Agency's failure to pay any compensation, wage, fee, benefit or tax, and (2) the supplying to the Agency of work, services, materials or supplies by Agency employees or agents or other contractors or suppliers in connection with or in support of performance of this Agreement.
- E. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

VIII. CHOICE OF LAW AND VENUE

This Agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or other judicial proceeding for the enforcement of this Agreement may be instituted only in King County Superior Court.

IX. DISPUTES

The Parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both Parties will make a good faith effort to continue without

delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

X. NO THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

XI. WARRANTY OF RIGHT TO ENTER INTO AGREEMENT

The Parties each warrant they have the authority to enter into this Agreement and that the persons signing this Agreement for each Party have the authority to bind that Party.

XII. ENTIRE AGREEMENT

No change or waiver of any provision of the Agreement shall be valid unless made in writing and executed in the same manner as this Agreement. Except as to modifications to Exhibits A & B, the governing body of each Party shall approve any amendment to this Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, written or oral, between the Parties with respect to the subject matter hereof.

KING COUNTY	AGENCY:
_____	_____
NAME OF PERSON SIGNING	NAME OF AGENCY
_____	_____
TITLE OF PERSON SIGNING	NAME OF PERSON SIGNING
_____	_____
DATE SIGNED	TITLE OF PERSON SIGNING

	DATE SIGNED

EXHIBITS:

- A: FP Equipment Requirements
- B: Biometric Handheld Fingerprint Identification Policy

EXHIBIT A

FINGERPRINT EQUIPMENT REQUIREMENTS

I. LIVESCAN SPECIFIC REQUIREMENTS

A. Environmental

The County shall provide an Uninterruptible Power Supply (“UPS”) to be used with the Livescan equipment at no cost to the Agency.

The Agency shall provide the County with a minimum of two fixed IP addresses to be used only for the Livescan system and fingerprint card printer.

Cities must provide the proper environment for the Livescan, to include:

1. Consistent temperature ranging from 60 to 80 degrees Fahrenheit.
2. Consistent humidity ranging from 20% to 80% non-condensing.
3. Network connections no more than 3-4 feet from equipment.
4. Total of 4 power outlets within 3-4 feet of the Livescan system.

Note: It is recommended that Cities have a dedicated 120V, 15Amp, 60Hz power line for the Livescan to avoid circuit overload.

B. Local Interfaces

Livescans may be integrated with local records management systems provided that:

1. All development and installation costs are paid by the Agency
2. The integration specifications are provided for review and approval by the County prior to implementation
3. The integration is tested by the County prior to implementation

C. Fingerprint, Palmprint and Arrest Record Transmission

1. All Agency criminal misdemeanor, gross misdemeanor, and felony fingerprints and palmprints, on both adults and juveniles, will be electronically transmitted to the King County Regional AFIS database for search and registration.
2. The King County Regional AFIS will transmit the Agency’s fingerprint images, charge and demographic data, electronically to the Washington State Patrol for processing.
3. The Agency will be solely responsible for the accuracy of all demographic and charge information on its fingerprint and palmprint submissions. The County will not edit any suburban Agency demographic or charge information prior to submitting to Washington State Patrol.

II. MOBILE IDENTIFICATION SPECIFIC REQUIREMENTS

The Agency must provide the proper environment for the Mobile ID software, to include:

- A. The Mobile Data Terminal or patrol vehicle mounted laptop running Windows 7 (32 or 64 bit) operating system.
- B. The patrol vehicle must be a physically secure location according to current Criminal Justice Information Services Security Policy.

III. QUALITY CONTROL

Maintaining the quality of the Regional AFIS database is important in order to continue our region's ability to identify criminals and solve crimes. The Agency shall submit electronically captured fingerprints and palmprints (where applicable) to the Regional AFIS database that are of the best possible quality. The County will provide training to Agency staff, either through the FP Equipment Contractor or the County. The Agency and County will work together to ensure that all users are trained to competency. The County will review the quality of electronically captured prints and inform Agency of operators not meeting standards. These operators may be required to repeat training, and must improve their overall quality, in order to maintain access to the FP Equipment.

IV. NETWORKING

The Agency will provide coordination of Agency IT staff, when needed, to ensure secure networking is in place.

The Agency shall report, in advance when possible, all network changes and/or outages which have the potential to disrupt FP Equipment connectivity. Reporting can be made via the King County Service Request Line (206-263-2777) or the AFIS IT mailbox (AFISITHelp@kingcounty.gov).

V. SECURITY

A. Roles and Responsibilities

Each participating Agency is responsible for establishing appropriate security control.

All member Cities shall provide security awareness briefing to all personnel who have access to King County FP Equipment.

B. Monitoring

All access attempts are logged and/or recorded and are subject to routine audit or review for detection of inappropriate or illegal activity.

Security-related incidents that impact County FP Equipment data or communications circuits shall be reported immediately upon discovery by the Agency to the King County Regional AFIS Program.

C. Physical Security

Cities must assume responsibility for and enforce the system's security standards with regard to all Cities and users it services. The Agency must have adequate physical security to protect against any unauthorized access to FP Equipment, or stored/printed data at all times.

D. Network Environment Security

Cities hosting the connection of FP Equipment shall ensure adequate security measures are taken to provide protection from all forms of unauthorized and unsolicited access to FP Equipment. These security measures will be in compliance with Federal Information Processing Standard (FIPS) 140-2.

Cities are required to provide, manage, and maintain a firewall that segments the FP Equipment from any foreign non-public safety networks.

Any exceptions to this or any other network security requirement must be approved by the Regional AFIS Manager under the guidance of King County by and through its Sheriff's Office Information Services Section and King County Information Technology.

If a security breach occurs and personal identifiable information or confidential data is released or compromised, the host Agency shall bear the responsibility and costs to notify affected individuals whose information was released or compromised. This will be completed in accordance with any applicable state or federal laws.

EXHIBIT B



BIOMETRIC HANDHELD FINGERPRINT IDENTIFICATION POLICY King County Regional Automated Fingerprint Identification System (AFIS)

I. PURPOSE

To provide direction for the use of the biometric handheld fingerprint identification devices, more commonly known as a mobile identification device or Mobile ID. If an agency wishes to adopt its own or deviate from this policy, the agency must present its request to the Regional AFIS Manager.

II. PROGRAM

King County's regional AFIS program has initiated a Mobile ID project, involving the use of wireless remote fingerprint identification throughout the county. The project is designed to assist in identifying persons whose identities are in question. While the fingerprint verification process already exists in King County, Mobile ID moves this function to law enforcement first responders, resulting in a more timely identification process.

The system scans the fingerprints at the Mobile ID device and transmits wirelessly to the King County AFIS. If the fingerprints are in the AFIS database, a positive match returns the person's specific identifiers to the Mobile ID device or officer's mobile computer.

In the future, a simultaneous search may also be conducted to search Washington State Patrol's AFIS database and an FBI database known as the Repository for Individuals of Special Concern (RISC).

- A. Only officers trained by AFIS program staff and operating under the guidelines of the Mobile ID project may use the device.
- B. In the event that lack of usage by the assigned officer is a concern, the AFIS program will communicate with the agency and provide retraining and/or direct a reassignment of the device.
- C. Any use of the device not consistent with this policy and/or law enforcement purposes may result in reassignment or forfeiture of the device, and/or a deactivation of access to the AFIS database. Additionally, any violation of the Mobile ID policy/procedure, or of federal or state law, may subject the officer to internal discipline by his/her agency.

III. PROCEDURE

The use or retention of any Mobile ID-collected data shall conform to federal and state laws. It must also conform to individual agency policy as well as the AFIS program procedure as follows:

- A. An officer may use Mobile ID when there is probable cause to arrest a suspect.
- B. An officer may also use Mobile ID during a Terry Stop based upon reasonable suspicion. If a person provides a driver's license or other valid means of identification, or gives the officer a name that can be confirmed through a driver's license check, that form of identification should suffice without the use of Mobile ID. However, if there are articulable facts that give rise to reasonable suspicion regarding the accuracy of a person's identity, the officer may use Mobile ID to verify identity.
- C. Absent probable cause or reasonable suspicion of criminal activity, a person may consent to an officer's request to use Mobile ID. However, the consent must be voluntary as defined by current Washington case law; i.e., the person must be informed that he/she has a right to refuse the officer's request.
- D. Use of the device shall be documented in any report generated as a result of the contact. The officer must articulate the specific facts that support the basis for the use of Mobile ID and must state the voluntary compliance of the Mobile ID if used without arrest, probable cause, or reasonable suspicion.

25,665.4260
CITY OF PACIFIC

Agenda Bills

Agenda Item No.	<u>Consent Agenda 10A</u>	Meeting Date:	<u>January 12, 2015</u>
	<u>Claim Voucher & Payroll</u>		<u>Richard Gould</u>
Subject:	<u>Approval</u>	Prepared by:	<u>Finance Director</u>

Summary:

Approval of Payroll for the period of December 16, 2014 through December 31, 2014; Claims Vouchers for December 23, 2014 through January 12, 2015.

2014

Claim Checks: #44452 - 44453	\$ 6,823.30
Claim Checks: #44459 - 44521	\$191,843.94
EFT	126.00

2015

Payroll Auto Deposit	\$ 69,157.63
Payroll Ch#'s 4845- 4848	4,372.89

Claim Checks: #44454 - 44458	\$ 45,886.26
Claim Checks: #44522 - 44531	\$239,048.32

EFT's	\$ 64,411.26
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Total Expenditures	<u>\$ 621,669.60</u>
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Recommendation: Approval of payment for Payroll and Claims

Motion: move to approve the Consent Agenda including approval of Payroll and Claims Vouchers.

Attachments:

Check Registers and Payroll Expense itemization.

CHECK REGISTER

City Of Pacific
MCAG #: 0423

12/23/2014 To: 12/31/2014

Time: 13:21:37 Date: 01/09/2015
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
7646	12/31/2014	Claims	1	EFT	WA ST DEPT OF LICENSING	126.00	CPL'S PF0000248 Thru PF0000254
7449	12/23/2014	Claims	1	44452	DARCIE L. THACH	218.31	SENIOR: REIMB. FOR SUPPLIES PURCHASED
7649	12/31/2014	Claims	1	44453	MORRIS LAW P.C.	6,604.99	
7729	12/31/2014	Claims	1	44459	AHBL INC	8,179.64	
7730	12/31/2014	Claims	1	44460	ALLWEST UNDERGROUND INC	310.70	PW: MECHANICAL PLUG
7731	12/31/2014	Claims	1	44461	ARTHUR J. GALLAGHER RISK MGMT SVCS INC	515.70	BLANKET POSITION BOND
7732	12/31/2014	Claims	1	44462	AUS WEST LOCKBOX	81.34	POLICE & CITY HALL DOOR MATS
7733	12/31/2014	Claims	1	44463	GAIL BENNETT	300.00	CIVIL SERVICE SECRETARY, 12/2014
7734	12/31/2014	Claims	1	44464	DAVE BURNS	250.00	GYM/EAST ROOM DEPOSIT REFUND
7735	12/31/2014	Claims	1	44465	CARPINITO BROTHERS INC	256.50	Top Soil; Playchips And Top Soil
7736	12/31/2014	Claims	1	44466	CENTURYLINK	1,195.29	PHONE SERVICES
7737	12/31/2014	Claims	1	44467	GAIL CHASE	250.00	GYM/EAST ROOM DEPOSIT REFUND
7738	12/31/2014	Claims	1	44468	COLUMBIA BANK CARDMEMBER SERVICE	2,609.63	
7739	12/31/2014	Claims	1	44469	COPIERS NORTHWEST INC	1,468.95	COPY CHARGES; COPY MACHINE LEASE OVERAGES (INV #1139883, 12/31/14)
7740	12/31/2014	Claims	1	44470	DATABAR INCORPORATED	831.98	2015 BUSINESS LICENSE RENEWAL LETTERS
7741	12/31/2014	Claims	1	44471	FIRE SYSTEMS WEST INC	640.58	YOUTH: FIRE ALARM SERVICE; YOUTH: FIRE ALARM SERVICE
7742	12/31/2014	Claims	1	44472	FORMSOURCE INC	841.76	COURT: RECALL CARDS; CITY OF PACIFIC WINDOW ENVELOPES & LETTERHEAD
7743	12/31/2014	Claims	1	44473	SP-14-001 GOLDEN GIVEN SHORT PLAT	2,000.00	COMM DEC: DEPOSIT REFUND (PERMIT # SP-14-001)
7744	12/31/2014	Claims	1	44474	GOODYEAR AUTO SERVICE	69.00	POLICE: 2007 DODGE RAM TRUCK
7745	12/31/2014	Claims	1	44475	ICON MATERIALS	394.41	PW: SAND FOR STOCK
7746	12/31/2014	Claims	1	44476	IMAGE MASTERS INC	157.68	CITY CLERK: A. NESS NOTARY STAMP GLASS CITY AWARDS
7747	12/31/2014	Claims	1	44477	INTERCOM LANGUAGE SERVICES	390.40	COURT: INTERPRETER SERVICES
7748	12/31/2014	Claims	1	44478	KC FINANCE I-NET	375.00	DEC. 2014 INET SERVICES
7749	12/31/2014	Claims	1	44479	KC FINANCE	8,186.11	2014 VOTER REGISTRATION COSTS
7750	12/31/2014	Claims	1	44480	ELENA KERRIGAN	300.00	COURT: INTERPRETER SERVICES
7751	12/31/2014	Claims	1	44481	KING COUNTY DIRECTORS' ASSOC	974.83	SENIOR: MISC. SUPPLIES; CITY HALL: TP & PAPER TOWELS; POLICE: SUPPLIES
7752	12/31/2014	Claims	1	44482	KING COUNTY FINANCE	107,399.14	WASTEWATER TREATMENTS
7753	12/31/2014	Claims	1	44483	KING COUNTY	100.00	2015 SOUTH COUNTY AREA TRANSPORTATION BOARD ANNUAL DUES

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MCAG #: 0423

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
7754	12/31/2014	Claims	1	44484	MCLENDON HARDWARE	57.34	PW: SUPPLIES; PW: SUPPLIES
7755	12/31/2014	Claims	1	44485	MORRIS LAW P.C.	8,684.00	Legal Fees From 12/1 Thru 12/31
7756	12/31/2014	Claims	1	44486	MOTION & FLOW CONTROL PRODUCTS, INC.	658.07	12-12 Str Swivel; Parker Coupling, Connector, 12-12 Steel Union; Coupling And Steel Union; RMA Acknowledgement Returned Straight Thread Connector
7757	12/31/2014	Claims	1	44487	O'REILLY AUTOMOTIVE, INC.	19.13	PW: SHOP TOWELS
7758	12/31/2014	Claims	1	44488	PACIFIC OFFICE AUTOMATION	164.29	POLICE: COPY MACHINE
7759	12/31/2014	Claims	1	44489	PUBLIC SAFETY TESTING	125.00	POLICE: 2014 Q4 SUBSCRIPTION FEES
7760	12/31/2014	Claims	1	44490	PUGET SOUND CLEAN AIR AGENCY	3,819.00	2015 CLEAN AIR ASSESSMENT
7761	12/31/2014	Claims	1	44491	PUGET SOUND ENERGY	16,541.34	
7762	12/31/2014	Claims	1	44492	CITY OF PUYALLUP	325.00	POLICE: NOV. 2014 JAIL SERVICES
7763	12/31/2014	Claims	1	44493	QUILL CORPORATION	27.56	POLICE: 2015 CALENDAR REFILLS
7764	12/31/2014	Claims	1	44494	ROBINSON NOBLE, INC	562.50	PROJECT ID: 1700-006B (8TH & VALENTINE)
7765	12/31/2014	Claims	1	44495	L STEPHEN ROCHON	3,120.00	COURT: JUDGE SERVICES
7766	12/31/2014	Claims	1	44496	SAM'S CLUB	518.41	SENIOR & YOUTH: SUPPLIES
7767	12/31/2014	Claims	1	44497	STEPHANIE SHOOK	31.33	Power Outlet Box For Unit #93
7768	12/31/2014	Claims	1	44498	SHRED-IT USA INC.	117.06	POLICE: SHREDDING SERVICES; COURT & FINANCE: SHREDDING SERVICES
7769	12/31/2014	Claims	1	44499	STAPLES BUSINESS ADVANTAGE	94.14	FINANCE: SUPPLIES; CLERK: SUPPLIES
7770	12/31/2014	Claims	1	44500	HARRY STEVENS	250.00	RENTAL DEPOSIT REFUND
7771	12/31/2014	Claims	1	44501	TOTAL AUTO CARE	1,034.56	POLICE: 2014 INVOICES NOT PAID
7772	12/31/2014	Claims	1	44502	UNIVAR USA INC	8,936.50	PW: CAUSTIC SODA
7773	12/31/2014	Claims	1	44503	VALLEY COMMUNICATIONS	1,280.03	POLICE: DISPATCH SERVICES; POLICE: 2014 Q4 WSP ACCESS BILLING
7774	12/31/2014	Claims	1	44504	WA ST DEPT ENTERPRISE SERVICES	74.75	Range Targets
7775	12/31/2014	Claims	1	44505	WATER MANAGEMENT LAB INC	147.00	PW: COLIFORM
7776	12/31/2014	Claims	1	44506	WELLS FARGO FINANCIAL LEASING	28.24	SENIOR CENTER: COPY MACHINE LEASE
7777	12/31/2014	Claims	1	44507	WESCOM COMMUNICATIONS	164.25	POLICE: RADAR REPAIR (J. WEST)
7778	12/31/2014	Claims	1	44508	WEST COAST AWARDS & ATHLETICS	1,110.98	CITY OF PACIFIC CLOTHING
7779	12/31/2014	Claims	1	44509	KRISTA C WHITE-SWAIN	2,700.00	COURT: PUBLIC DEFENSE
7780	12/31/2014	Claims	1	44510	CENTURYLINK	52.38	
7781	12/31/2014	Claims	1	44511	HOBART CORPORATION	536.78	SENIOR: DISHWASHER REPAIRS
7782	12/31/2014	Claims	1	44512	MOUNTAIN MIST	42.82	BOTTLED WATER

CHECK REGISTER

City Of Pacific
MCAG #: 0423

12/23/2014 To: 12/31/2014

Time: 13:21:37 Date: 01/09/2015
Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
7783	12/31/2014	Claims	1	44513	PACIFIC KNIGHT EMBLEM & INSIGNIA LLC	307.97	POLICE: POLICE ATTIRE
7784	12/31/2014	Claims	1	44514	CITY OF PACIFIC	440.91	UTILITIES SERVICES
7785	12/31/2014	Claims	1	44515	POCKET PRESS INC	215.76	POLICE: WA CRIMINAL LAWS (X12), WA TRAFFIC LAWS (X12)
7786	12/31/2014	Claims	1	44516	PUGET SOUND ENERGY	76.35	ACCT #220003203878 (TACOMA BLVD. N & 1ST AVE. NW)
7787	12/31/2014	Claims	1	44517	QUILL CORPORATION	10.17	POLICE: 2015 PLANNERS
7788	12/31/2014	Claims	1	44518	UTILITIES UNDERGROUND LOCATE	52.89	PW: EXCAVATION NOTIFICATIONS FOR DEC. 2014 (41)
7789	12/31/2014	Claims	1	44519	VERIZON WIRELESS	723.59	CELL PHONE SERVICES (9737929860, 12/26/14)
7790	12/31/2014	Claims	1	44520	WASHINGTON STATE PATROL	534.00	POLICE: ACCESS USER FEE
7791	12/31/2014	Claims	1	44521	WELLNESS COUNCIL OF AMERICA	181.20	ADMIN: SPARK16
						54,483.96	001 General Fund
						6,419.39	101 Street
						831.98	206 LID 3 Redemption
						5,757.27	301 Roads Capital Improvements
						2,984.87	308 Valentine Road Project
						14,508.97	401 Water
						108,905.16	402 Sewer
						2,151.64	409 Storm
						2,750.00	630 Developer Deposit
						198,793.24	Claims: 198,793.24

Voucher Approval

We, the undersigned Council members of the City of Pacific, do hereby certify that the Vouchers specified were reviewed and were approved for payment at the Regular Council Meeting

on: _____.

Council Member: _____

Council Member: _____

Council Member: _____

Reviewed for Accuracy

Finance Director: _____

CHECK REGISTER

City Of Pacific
MCAG #: 0423

01/01/2015 To: 01/12/2015

Time: 13:06:34 Date: 01/09/2015

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1	01/05/2015	Payroll	1	EFT		135.28	December 16 - 31 Payroll
3	01/05/2015	Payroll	1	EFT		1,378.66	December 16 - 31 Payroll
4	01/05/2015	Payroll	1	EFT		2,699.21	December 16 - 31 Payroll
6	01/05/2015	Payroll	1	EFT		4,053.47	December 16 - 31 Payroll
7	01/05/2015	Payroll	1	EFT		2,179.75	December 16 - 31 Payroll
8	01/05/2015	Payroll	1	EFT		141.10	December 16 - 31 Payroll
10	01/05/2015	Payroll	1	EFT		1,180.01	December 16 - 31 Payroll
11	01/05/2015	Payroll	1	EFT		2,045.69	December 16 - 31 Payroll
12	01/05/2015	Payroll	1	EFT		92.10	December 16 - 31 Payroll
13	01/05/2015	Payroll	1	EFT		3,238.46	December 16 - 31 Payroll
14	01/05/2015	Payroll	1	EFT		318.16	December 16 - 31 Payroll
15	01/05/2015	Payroll	1	EFT		907.07	December 16 - 31 Payroll
16	01/05/2015	Payroll	1	EFT		3,531.12	December 16 - 31 Payroll
17	01/05/2015	Payroll	1	EFT		91.70	December 16 - 31 Payroll
18	01/05/2015	Payroll	1	EFT		45.92	December 16 - 31 Payroll
19	01/05/2015	Payroll	1	EFT		2,779.24	December 16 - 31 Payroll
20	01/05/2015	Payroll	1	EFT		81.70	December 16 - 31 Payroll
21	01/05/2015	Payroll	1	EFT		110.80	December 16 - 31 Payroll
22	01/05/2015	Payroll	1	EFT		1,928.08	December 16 - 31 Payroll
23	01/05/2015	Payroll	1	EFT		1,226.78	December 16 - 31 Payroll
24	01/05/2015	Payroll	1	EFT		4,158.66	December 16 - 31 Payroll
25	01/05/2015	Payroll	1	EFT		2,026.68	December 16 - 31 Payroll
26	01/05/2015	Payroll	1	EFT		997.64	December 16 - 31 Payroll
27	01/05/2015	Payroll	1	EFT		2,438.60	December 16 - 31 Payroll
28	01/05/2015	Payroll	1	EFT		2,353.20	December 16 - 31 Payroll
29	01/05/2015	Payroll	1	EFT		1,442.20	December 16 - 31 Payroll
30	01/05/2015	Payroll	1	EFT		92.10	December 16 - 31 Payroll
31	01/05/2015	Payroll	1	EFT		1,677.50	December 16 - 31 Payroll
32	01/05/2015	Payroll	1	EFT		1,699.78	December 16 - 31 Payroll
33	01/05/2015	Payroll	1	EFT		2,007.16	December 16 - 31 Payroll
34	01/05/2015	Payroll	1	EFT		980.22	December 16 - 31 Payroll
35	01/05/2015	Payroll	1	EFT		1,436.25	December 16 - 31 Payroll
36	01/05/2015	Payroll	1	EFT		2,761.33	December 16 - 31 Payroll
37	01/05/2015	Payroll	1	EFT		1,580.37	December 16 - 31 Payroll
39	01/05/2015	Payroll	1	EFT		3,189.02	December 16 - 31 Payroll
40	01/05/2015	Payroll	1	EFT		1,839.48	December 16 - 31 Payroll
41	01/05/2015	Payroll	1	EFT		1,308.68	December 16 - 31 Payroll
42	01/05/2015	Payroll	1	EFT		1,592.75	December 16 - 31 Payroll
43	01/05/2015	Payroll	1	EFT		92.10	December 16 - 31 Payroll
44	01/05/2015	Payroll	1	EFT		3,297.25	December 16 - 31 Payroll
45	01/05/2015	Payroll	1	EFT		1,282.46	December 16 - 31 Payroll
46	01/05/2015	Payroll	1	EFT		1,376.71	December 16 - 31 Payroll
47	01/05/2015	Payroll	1	EFT		1,363.19	December 16 - 31 Payroll
146	01/01/2015	Claims	1	EFT	WA ST DEPARTMENT OF REVENUE	9,808.89	December 2014 Excise Tax
158	01/06/2015	Payroll	1	EFT	INTERNAL REVENUE SERVICE	28,017.68	941 Deposit For 01/05/2015 - 01/05/2015
159	01/06/2015	Payroll	1	EFT	WA ST DEPT RETIREMENT SYSTEM	625.00	01/05/2015 To 01/05/2015 - DCP - DRS
160	01/06/2015	Payroll	1	EFT	WA ST DEPT RETIREMENT SYSTEM	25,959.69	12/19/2014 To 01/05/2015 - PERS 2; 12/19/2014 To 01/05/2015 - PERS 3; 12/19/2014 To 01/05/2015 - LEOFF 2
2	01/05/2015	Payroll	1	4845		1,290.13	December 16 - 31 Payroll

CHECK REGISTER

City Of Pacific
MCAG #: 0423

01/01/2015 To: 01/12/2015

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5	01/05/2015	Payroll	1	4846		1,805.48	December 16 - 31 Payroll
9	01/05/2015	Payroll	1	4847		1,231.24	December 16 - 31 Payroll
38	01/05/2015	Payroll	1	4848		46.04	December 16 - 31 Payroll
161	01/06/2015	Payroll	1	44454	AFLAC	345.55	12/19/2014 To 01/05/2015 - AFLAC STD Post; 12/19/2014 To 01/05/2015 - AFLAC PSI Pre; 12/19/2014 To 01/05/2015 - AFLAC Dental Pre
162	01/06/2015	Payroll	1	44455	AMERICAN LEGAL SERVICES	50.68	12/19/2014 To 01/05/2015 - Legal Fee
163	01/06/2015	Payroll	1	44456	TEAMSTERS LOCAL 117	1,875.48	12/19/2014 To 01/05/2015 - Union Dues; 12/19/2014 To 01/05/2015 - Initiation Fees
164	01/06/2015	Payroll	1	44457	WESTERN CONFERENCE OF TEAMSTERS PENSION	1,966.93	12/19/2014 To 01/05/2015 - Union Pension
165	01/06/2015	Payroll	1	44458	NW ADMIN TRANSFER ACCOUNT	41,647.62	12/20/2014 To 01/05/2015 - Medical- Clerical Union; 12/19/2014 To 01/05/2015 - Medical - Police; ADJ FOR 11/2014 OVER-PYMT; SHORTAGE PAYMENT FOR 11/2014 (M. BAILEY & A. MARRS - PAID HALF FOR 11/2014)
211	01/12/2015	Claims	1	44522	CITY OF ALGONA	6,275.75	Algona Court December 2015
212	01/12/2015	Claims	1	44523	AUS WEST LOCKBOX	29.72	CITY HALL: DOOR MATS
213	01/12/2015	Claims	1	44524	AWC RMSA	212,221.00	RMSA ASSESSMENT FOR 2015
214	01/12/2015	Claims	1	44525	CHUCKALS OFFICE PRODUCTS INC	21.79	PW: "ATTACHMENT" STAMP
215	01/12/2015	Claims	1	44526	LAW OFFICE THOMAS R HARGAN	60.00	COURT: ATTORNEY FEES
216	01/12/2015	Claims	1	44527	O'REILLY AUTOMOTIVE, INC.	208.18	PW: SWEEPER BATTERY
217	01/12/2015	Claims	1	44528	PROSECUTING ATTORNEYS OFFICE	256.70	Algona Court December 2014; Pacific Municipal Court December 2014
218	01/12/2015	Claims	1	44529	PUBLIC FINANCE INC	498.84	LID ADMINISTRATION
219	01/12/2015	Claims	1	44530	SOUND CITIES ASSOCIATION	4,042.58	2015 DUES ASSESSMENT FOR MEMBER CITIES
220	01/12/2015	Claims	1	44531	WA ST TREASURER	15,433.76	December 2014 Algona Court; Pacific Court December 2014
						279,508.98	
001 General Fund						279,508.98	
101 Street						20,550.73	
206 LID 3 Redemption						498.84	
305 Parks Capital Improvement						3,372.09	
401 Water						53,638.19	
402 Sewer						26,869.18	
409 Storm						19,186.68	
640 Algona Court						12,630.15	
800 Payroll EE Benefit Clearing						6,621.52	
						422,876.36	
						Claims:	248,857.21
						Payroll:	174,019.15

CHECK REGISTER

City Of Pacific
MCAG #: 0423

01/01/2015 To: 01/12/2015

Time: 13:06:34 Date: 01/09/2015
Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
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Voucher Approval

We, the undersigned Council members of the City of Pacific, do hereby certify that the Vouchers specified were reviewed and were approved for payment at the Regular Council Meeting

on: _____.

Council Member: _____

Council Member: _____

Council Member: _____

Reviewed for Accuracy

Finance Director: _____



City Council Minutes

Regular Meeting
December 8, 2014
6:30 p.m.

CALL TO ORDER/PLEDGE OF ALLEGIANCE

Mayor Guier called the regularly-scheduled meeting to order at 6:30 p.m. and led the Pledge of Allegiance.

ROLL CALL

Present: Council Members Garberding, Kave, Oliveira, Steiger, Walker, Council President Putnam, Mayor Pro Tem Jones, and Mayor Guier

Absent:

Voice vote was taken and carried 6-0.

STAFF PRESENT

Public Safety Director John Calkins, Community Services Assistant Director Darcie Thach, Community Development Manager Jack Dodge, Public Works Manager Lance Newkirk, City Administrator Richard Gould, and City Clerk Amy Stevenson-Ness

ADDITIONS TO/APPROVAL OF AGENDA

Council Member Steiger requested that the executive session be moved ahead of Budget Item E.

The amended agenda was approved unanimously by Council.

AUDIENCE COMMENT

Speaking before Council:

Don Thomson	Find it interesting that there are a lot of postage stamp parks and cost is high to maintain them. Recommend Park Board, City, get together and discover actual cost of park maintenance.
Barbara Lourdes	Agree with Park budget issues of Mr. Thomson; also, take a look at overtime with the Police Department and everyone else; Has issues to resolve with Chief Calkins.

PUBLIC HEARING

At 6:35 p.m., Mayor Guier opened the public hearing regarding changes to Pacific Municipal Code 16.16 regarding SEPA review process.

Community Development Manager Jack Dodge provided information regarding the changes to the SEPA review process, Pacific Municipal Code 16.16. There are flaws in the current regulations, specifically there is not an appeal process with SEPA regulations.

Speaking before Council:

Jeanne Fancher	Suggested the City consider adding a definition of biodiversity to the SEPA definitions.
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Mayor Guier closed the public hearing at 6:41 p.m.

REPORTS

A. Mayor

Mayor Guier reported:

- Thanked staff for keeping things moving along while she was gone.
- Tree lighting was a huge success. Pacific Partnerships did a great job coordinating as well as Troop 540 and Youth and Senior Services; Officer Stephens and Police Explorers. Also extended her thanks to the Public Works crew for their work.
- Expressed concerns regarding comments provided at the second budget hearing that were not true (police pay and accreditation.) Additionally, takes the issue of salary inequality/ gender pay equality very seriously. Pay is based on comparable pay in similar cities.

B. Finance/City Administrator

City Administrator Gould reported:

- 2015 Budget complete and balanced
- Received questions regarding the budget process
- Uniformed negotiations: last proposal received on December 2
- Working with personnel attorney and mayor to change exchange time to management days
- Spoken to Auburn IT to arrange for meeting with Avidex and Technology Committee
- Spoke to city attorney regarding the marijuana timeline to bring items back to council
- Audit should be completed first week in January
- Pineapple Express rain storm headed our way this week.

C. Court

Statistics are provided in your packets.

D. Community/Senior/Youth/Services

Community Services Assistant Director Darcie Thach reported:

- Made \$63.43 at tree lighting selling hot cocoa and cookies
- Joanne has volunteers coming in to help clean the gym/decorate
- Getting Christmas activities ready; Joanne will have a Christmas party for the kids and Darcie will have a pizza party the day after Christmas.

E. Public Works Department

Public Works Manager Lance Newkirk reported:

- Applied for TIB grant for Stewart Road project from Valentine to the bridge, but were not successful with the application. There has been discussed with the consultant as to why the city was not successful. TIB is looking for an integrated approach between two jurisdictions.
- Due to the impending storm, Public Works is elevating the readiness posture and getting sand/sandbags ready.

F. Community Development Department

Community Development Manager Jack Dodge reported:

- Marijuana ordinances are being reviewed. One ordinance hasn't gone through the SEPA process.
- Will be meeting with Lane Morgan on Morgan Property on West Hill
- Wanted to commend Lance and crew for nicely lighted Christmas tree.

G. Public Safety Department

Public Safety Director John Calkins reported

- Reports are in agenda packet; property crimes were down in November
- Brief update on weather conference call with King county emergency management. Heavy rains will start on 12/8 thru 12/11; working with Corps of Engineers to track the storm.

H. City Council Members

- Council Member Steiger thanked Mayor Guier for personally donating Christmas lights.
- At the previous week's budget hearing, comment made regarding bake sale fundraisers to raise money for the Senior Center. Pacific receives no money from Algona. Pacific carries entire burden of center.

I. Boards and Committees

i. Finance Committee

Council Member Kave stated the meeting was held on December 2 at 6:30. They had a full docket. They discussed the final budget and clerical changes to make it more reflective. Department narratives will be amended. They discussed the need to amend 2014's budget and held a discussion regarding the Transportation Benefit District and alternative revenue streams. There was discussion on negotiations with Waste Management. The citizens need to see significant savings for council to back the Proposal. Also discussed was the sewer rate increase, how and when to address it.

ii. Governance Committee

Council Member Oliveira stated a meeting is scheduled for December 9, 2014, at 6:30 pm in the chambers

iii. Human Services Committee

Council Member Jones stated the December meeting was cancelled due to lack of availability.

iv. Public Safety Committee

Council Member Garberding reported the meeting will be held on December 10, 2014 at 6:30 p.m. The agenda will be emailed on December 9.

v. Public Works Committee
Council Member Steiger reported the committee meeting on December 3 was cancelled due to his unavailability.

vi. Technology Committee
Council Member Walker reported the committee has not met since the last report

vii. Park Board
Chair Kate Hull reported:

- Thank you for increase of 504% of service in parks;
- The Park Board will be setting expectations in January meeting.

viii. Planning Commission
• No Report

ix. Pierce County Regional Council (PCRC)
• No Report – December meeting cancelled

x. Sound Cities Association (SCA)
Mayor Guier said she attended the SCA networking dinner. She was reappointed to two committees with SCA.

xi. South County Area Transportation Board (SCATBd)
Mayor Guier was unable to attend due to surgery.

xii. Valley Regional Fire Association (VRFA)
Council Member Walker reported the meeting will be held on December 9.

OLD BUSINESS

A. Ordinance No. 2014-1883: Accepting a grant from the Walmart Foundation in the amount of \$500 for Stone Soup and Youth Program After-School Snacks

Community Services Assistant Director Darcie Thach advised Council of the receipt of the grant.

COUNCIL MEMBER JONES MOVED to adopt Ordinance No. 2014-1883 accepting a grant from the Walmart Foundation in the amount of \$500 for Stone Soup and Youth Program After-School Snacks. Seconded by Council Member Oliveira.

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Jones, Kave, Oliveira, Putnam, Steiger, Walker

Nays: None

The motion carried 7-0.

B. Resolution No. 2014-219: Setting the date and time for a public hearing on December 22, 2014, at approximately 6:30 p.m. to take public comment for the establishment of the City of Pacific's water conservation goals

Public Works Manager Newkirk advised the hearing is required through the DOE allowing the public to give comment on the water conservation goals.

COUNCIL MEMBER KAVE MOVED to approve Resolution No. 2014-219 setting the date and time for a public hearing on December 22, 2014, at approximately 6:30 p.m. to take public comment for the establishment of the City of Pacific's water conservation goals. Seconded by Council Member Putnam.

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Jones, Kave, Oliveira, Putnam, Steiger, Walker

Nays:

The motion carried 7-0.

C. Ordinance No. 2014-1879: Repealing Chapter 16.16 of the Pacific Municipal Code and adopting a new Chapter 16.16 for new procedures for review of all actions under SEPA.

Community Development Manager Dodge stated this has been reviewed by Council, a public hearing has been held and this ordinance is ready for adoption.

COUNCIL MEMBER JONES MOVED to adopt Ordinance No. 2014-1879 repealing Chapter 16.16 of the Pacific Municipal Code and adopting a new Chapter 16.16 for new procedures for review of all actions under SEPA. Seconded by Council Member Oliveira.

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Jones, Kave, Oliveira, Putnam, Steiger, Walker

Nays:

The motion carried 7-0.

D. Ordinance No. 2014-1884: Approving and adopting the Updated King County Regional Hazard Mitigation Plan as approved by the Federal Emergency Management Agency.

Public Safety Director Calkins advised this will allow City of Pacific to comply with FEMA requirements.

COUNCIL MEMBER KAVE MOVED to adopt Ordinance No. 2014-1884 approving and adopting the Updated King County Regional Hazard Mitigation Plan as approved by the Federal Emergency Management Agency. Seconded by Council Member Steiger.

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Jones, Kave, Oliveira, Putnam, Steiger, Walker

Nays:

The motion carried 7-0.

EXECUTIVE SESSION

At 7:18 p.m., Mayor Guier convened to Executive Session for Collective Bargaining per RCW 42.30.140 (4)(a) for 15 minutes.

Mayor Guier reconvened the meeting and 7:34 p.m.

E. **Ordinance No. 2014-1885:** Adopting the 2015 Budget.

City Administrator Gould said the budget has been a thorough process. A City Council budget workshop was held on October 22, 2014, the revenues and expenditures public hearing was held on October 27, 2014, and two budget public hearings were held on November 10 and December 1, 2014, to receive public input.

He reviewed changes that had been made since the last review and stated this budget is better because we have much better financial software.

Speaking before Council:

Jeanne Fancher	As a planning/policy document, asking council to be proactive. The town is growing and population is increasing. She is glad it's getting done but sad there's a lack of council input. She would like to see more beforehand.
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COUNCIL MEMBER JONES MOVED to adopt Ordinance No. 2014-1885 approving the budget for the City of Pacific for 2015. Seconded by Council Member Oliveira.

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Jones, Kave, Oliveira, Putnam, Steiger, Walker

Nays:

The motion carried 7-0.

NEW ITEMS

NONE

CONSENT AGENDA

A. Payroll and Voucher Approval

B. Approval of the minutes from the workshop of November 17, 2014.

COUNCIL MEMBER JONES MOVED to approve the Consent Agenda. Seconded by Council Member Kave. Voice vote was taken and carried 7-0.

ADJOURN

Being no further business, Mayor Guier adjourned the meeting at 7:58 p.m.



City Council Minutes

Workshop
Monday, December 15, 2014
6:30 p.m.

CALL TO ORDER/PLEDGE OF ALLEGIANCE

Council President Putnam called the regularly-scheduled meeting to order at 6:30 p.m. and led the Pledge of Allegiance.

ROLL CALL

Present: Council Members Garberding, Jones, Kave, Oliveira, Putnam, Walker, Mayor Guier

Absent: Council Member Steiger

STAFF PRESENT

City Attorney Carol Morris, City Administrator Richard Gould; Public Works Manager Lance Newkirk, and City Clerk Amy Stevenson-Ness.

ADDITIONS TO/APPROVAL OF AGENDA

Council Member Kave requested an executive session per RCW 42.30.110(1)(d) for negotiations on the performance of a publicly bid contract added at the end of the agenda.

The amended agenda was approved unanimously by Council.

AGENDA ITEMS

A. AB 14-191: Ordinance No. 2014-1886: Adding a new Chapter 9.97 to the Municipal Code setting standards for the delivery of public defender services as required by RCW 10.101.030:

City Attorney Carol Morris introduced the agenda item. She advised that the Supreme Court has established standards for public defenders. The standards will go into effect on January 1, 2015, and the city needs to be in compliance. This ordinance will accomplish that.

Direction by consensus of Council: Move forward to the meeting on December 22, 2014.

B. DISCUSSION: Waste Management Contract Negotiations

Council Member Kave stated that the negotiation committee is trying to standardize waste collection services. They would like to bring an ordinance forward with similar language and are looking at similar services as to what is being provided now. They are looking at default cart sizes, at how multi-family collection is run, adding recycling for multi-family as well as Styrofoam pick up. The senior discount will still be in place. There is a proposed decrease in rates in all areas except garbage only.

Laura Moser from Waste Management answered questions from council regarding the proposed new contract services.

C. AB 14-192: Resolution No. 2014-220: Authorizing the execution of an Interagency Agreement with King County Solid Waste Division, in the amount of \$20,000, for waste reduction and recycling.

Public Works Manager Lance Newkirk stated this is a grant opportunity for a collection event and allows general public to recycle “white goods” – bulky items/appliances/wood.

Direction by consensus of Council: Move forward to the meeting on December 22, 2014.

D. AB 14-193: Resolution No. 2014-221: Authorizing Change Order 4, in the amount of \$80,000 for the Stewart Road contract with ICON Materials for road reconstruction work on Stewart Road.

Mr. Newkirk explained the changes that would take place with this change order. He advised the change order is to maintain compliance of ADA for the crosswalk signal.

Direction by consensus of Council: Move forward to the meeting on December 22, 2014.

E. DISCUSSION: Referral from Public Works Committee: Frontage Road Traffic Analysis

Mr. Newkirk explained that with the speed limit change procedure in place, there is an opportunity to go and evaluate the speed limit and follow the procedure on the arterial road. He has a price from a vendor to do this and is about \$5500.

The Public Works Committee directed him to bring forward to Council for discussion before direction was given on the analysis.

He advised that a contract has not been drawn up for the analysis. If Council decides to move the item forward he will work to get the contract ready but it may be that the item comes back at a later date.

Direction by consensus of Council: Move forward to the meeting on December 22, 2014.

F. AB 14-194: Reappointment of Park Board of Commissioners

City Clerk Amy Stevenson-Ness advised that Kate Hull and Gary Nitschke’s appointments will end on December 31, 2014 and both are seeking reappointment. Mayor Guier is recommending the reappointments.

Direction by consensus of Council: Move forward to the meeting on December 22, 2014.

G. AB 14-195: Ordinance No. 2014-1887: Amending the 2014 Budget

City Administrator Richard Gould advised he did projections based on the last two weeks of the month and the budget will be taken care of with this amendment.

Direction by consensus of Council: Move forward to the meeting on December 22, 2014.

EXECUTIVE SESSION:

At 7:17 p.m., Council President Putnam recessed to executive session for negotiations on the performance of a publicly bid contract per RCW 42.30.110(1)(d) for 10 minutes. At 7:27, the exec session was extended 5 minutes. At 7:32, the exec session was extended for 5 minutes

Council President Putnam reconvened the workshop at 7:37 p.m.

ADJOURN

Council President Putnam adjourned the workshop at 7:39 p.m.

Amy Stevenson-Ness, City Clerk