



PACIFIC CITY COUNCIL
NOVEMBER 13, 2012 – REGULAR MEETING AGENDA
COUNCIL CHAMBERS – CITY HALL

www.ci.pacific.wa.us

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF AGENDA

4. AUDIENCE COMMENT

5. REPORTS OF MAYOR, STAFF, COMMITTEES AND COUNCILMEMBERS

6. OLD BUSINESS

7. PUBLIC HEARING

- A. Ordinance No. 12-1835, Authorizing an Increase in the Property Taxes to be Levied and Fixing the Amount of Taxes to be Levied for the City of Pacific for the Year 2013; Providing for Severability; and Establishing an Effective Date (Finance Director)

8. NEW BUSINESS

- A. First Reading of Ordinance No. 12-1835, Authorizing an Increase in the Property Taxes to be Levied and Fixing the Amount of Taxes to be Levied for the City of Pacific for the Year 2013; Providing for Severability; and Establishing an Effective Date (Finance Director)
- B. Adoption of Resolution No. 12-1209, Authorizing the Mayor to Execute an Amendment to the SCORE Jail Contract to Allow for Reserved Bed Space (Police Chief)
- C. Adoption of Resolution No. 12-1210, Authorizing the Mayor to Execute Renewal Agreement with Valley Communications for Services for 2013 (Police Chief)
- D. Adoption of Resolution No. 12-1211, Authorizing the Mayor to Execute an Emergency Management Preparedness Grant 2011-2012 (Police Chief)
- E. Adoption of Resolution No. 12-1212, Authorizing the Surplus of Old Computers and Computer Accessories Previously Used by the Finance Department (Finance Director)
- F. Adoption of Resolution No. 12-1213, Authorizing the Disincorporation of the City of Pacific (Councilmember McMahan)
- G. Resolution No. 12-1214, Committing Matching Funds of \$43,000 to the West Valley Highway Project for Design (Finance Director)
- H. Adoption of Resolution No. 12-1215, Authorizing That the Sewer Rate Increase From King County be Passed onto the Citizens and Businesses in the City of Pacific (Finance Director)
- I. Approval of Claim Check No. 4567 (Finance Director)

9. CONSENT AGENDA

(The Mayor shall place matters on the consent agenda, which are routine in nature that passage is likely)

- A. Approval of Payroll and Claim Vouchers.
- B. City Council Special Meeting Minutes of November 1, 2012.
- C. City Council Special Meeting Minutes of November 5, 2012.
- D. City Council Workshop Meeting Minutes of November 5, 2012.

10. EXECUTIVE SESSION

11. ADJOURN

CITY OF PACIFIC

CITY HALL • 100 3rd Avenue SE Pacific WA 98047
253.929.1100 253.939.6026 (f)

Agenda Item Cover Sheet

Agenda Item No. Public Hearing Item 7A Meeting Date: November 13, 2012
Ordinance No. 12-1835,
Authorizing an Increase in the
Property Taxes to be Levied
and Fixing the Amount of
Taxes to be Levied for the City
of Pacific for the Year 2013;
Providing for Severability; and
Subject: Establishing an Effective Date Prepared by: Betty J. Garrison, CPFA
Finance Director

Summary: Every year the City must adopt an Ordinance identifying the Tax Levy for the New Year. Public Hearings must be held providing an opportunity for the public to comment on the Budget and on revenue sources including the potential for a Tax Levy increase. Last year the City did not take an increase in their tax levy.

The estimated valuation for the City of Pacific is 519,164,026 including new construction. The statutory limit for the City of Pacific is \$2.10 per \$1,000/value. The limit on increasing without a vote of the public is 101%.

The rate for 2011 was \$1.61123/1,000, which calculated out to a Tax Levy of \$851,440.

Proposed for 2012 is \$1.68495/1,000, which calculates as \$874,765 an increase of \$13,365 other than new construction and \$23,325 including the new construction.

In order to levy at the statutory limit the City would have been required to put a lid lift to a vote of the public. \$2.10/1,000 would be \$1,090,244.45.

Recommendation: Hold the public hearing.

Attachments: Ordinance No. 12-1835
Levy Worksheet

**CITY OF PACIFIC
WASHINGTON
ORDINANCE NO. 12-1835**

**AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON,
AUTHORIZING AN INCREASE IN THE PROPERTY TAXES TO BE LEVIED
AND FIXING THE AMOUNT OF TAXES TO BE LEVIED FOR THE CITY OF
PACIFIC FOR THE YEAR 2013; PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City Council of the City of Pacific attest that the population of Pacific is less than ten thousand (10,000) and;

WHEREAS, the City Council of the City of Pacific has properly given notice of the public hearing held November 13, 12 to consider the City's General Fund Budget and revenue sources, including consideration of possible increases in property tax revenues for the 2013 calendar year, pursuant to RCW 84.55.120; and

WHEREAS, The statutory limit that the City may levy to raise funds from property taxes is \$2.10 per \$1,000 of assessed value or 101% of the highest prior levy, not to exceed \$2.10 per \$1,000 of assessed value; and

WHEREAS, the City Council, after hearing, and duly considering all relevant evidence and testimony presented, determined that the City of Pacific requires a regular levy in the amount of \$874,765, which includes an increase in property tax revenue from the previous year, and amounts resulting from new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the City of Pacific and in its best interest;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Levy Increase Authorized. An increase in the regular property tax levy is hereby authorized for the 2013 levy in the amount of \$13,365 which is a percentage increase of 1.57 percent from the previous year. This increase is exclusive of additional revenue resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made.

Section 2. Notification. The Finance Director is directed to certify the dollar amount to be raised on real and personal property and to transmit the certification of same by certified mail to King and Pierce County Councils and to King and Pierce County

Assessors immediately upon passage.

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 4. Effective Date. This ordinance shall be in full force and take effect five (5) days after its publication according to law.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF NOVEMBER, 2012.

CITY OF PACIFIC

Cy Sun, Mayor

ATTEST/AUTHENTICATED:

Patricia J. Kirkpatrick, MMC, City Clerk

Approved as to form:

Kenyon Luce, City Attorney

**PRELIMINARY
PIERCE/KING COUNTIES
LEVY LIMIT WORKSHEET – 2013 Tax Roll**

TAXING DISTRICT: City of Pacific

The following determination of your regular levy limit for 2013 property taxes is provided by the King County Assessor pursuant to RCW 84.55.100.

Annexed to Fire District 61 Estimated Fire rate: 1.00000
Annexed to Library District (Note 1) Estimated Library rate: 0.50000

Using Limit Factor For District	Calculation of Limit Factor Levy	Using Implicit Price Deflator
856,243	Levy basis for calculation: (2012 Limit Factor) (Note 2)	856,243
1.0100	x Limit Factor	1.0295
864,805	= Levy	881,502
5,213,276	Local new construction	5,213,276
0	+ Increase in utility value (Note 3)	0
5,213,276	= Total new construction	5,213,276
1.61123	x Last year's regular levy rate	1.61123
8,400	= New construction levy	8,400
873,205	Total Limit Factor Levy	889,902
Annexation Levy		
0	Omitted assessment levy (Note 4)	0
873,205	Total Limit Factor Levy + new lid lifts	889,902
519,164,026	÷ Regular levy assessed value less annexations	519,164,026
1.68195	= Annexation rate (cannot exceed statutory maximum rate)	1.71411
0	x Annexation assessed value	0
0	= Annexation Levy	0
Lid lifts, Refunds and Total		
0	+ First year lid lifts	0
873,205	+ Limit Factor Levy	889,902
873,205	= Total RCW 84.55 levy	889,902
1,560	+ Relevy for prior year refunds (Note 5)	1,560
874,765	= Total RCW 84.55 levy + refunds	891,462
	Levy Correction: Year of Error _____ (+or-)	
874,765	ALLOWABLE LEVY (Note 6)	891,462
Increase Information (Note 7)		
1.68495	Levy rate based on allowable levy	1.71711
851,440	Last year's ACTUAL regular levy	851,440
13,365	Dollar increase over last year other than N/C – Annex	30,062
1.57%	Percent increase over last year other than N/C – Annex	3.53%
Calculation of statutory levy		
	Regular levy assessed value (Note 8)	519,164,026
	x Maximum statutory rate	2.10000
	= Maximum statutory levy	1,090,244
	+Omitted assessments levy	0
	=Maximum statutory levy	1,090,244
	Limit factor needed for statutory levy	Not usable

CITY OF PACIFIC

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253.929.1100 253.939.6026 (f)

Agenda Item Cover Sheet

Agenda Item No. Business Item 8A Meeting Date: November 13, 2012
First Reading of Ordinance No.
12-1835, Authorizing an
Increase in the Property Taxes
to be Levied and Fixing the
Amount of Taxes to be Levied
for the City of Pacific for the
Year 2013; Providing for
Severability; and Establishing
an Effective Date

Subject: _____ Prepared by: Betty J. Garrison, CPFA
Finance Director

Summary: Every year the City must adopt an Ordinance identifying the Tax Levy for the New Year. Public Hearings must be held providing an opportunity for the public to comment on the Budget and on revenue sources including the potential for a Tax Levy increase. Last year the City did not take an increase in their tax levy.

The estimated valuation for the City of Pacific is 519,164,026 including new construction. The statutory limit for the City of Pacific is \$2.10 per \$1,000/value. The limit on increasing without a vote of the public is 101%.

The rate for 2011 was \$1.61123/1,000, which calculated out to a Tax Levy of \$851,440.

Proposed for 2012 is \$1.68495/1,000, which calculates as \$874,765 an increase of \$13,365 other than new construction and \$23,325 including the new construction.

In order to levy at the statutory limit the City would have been required to put a lid lift to a vote of the public. \$2.10/1,000 would be \$1,090,244.45.

Recommendation: The cost of operating and employing personnel increases each year, to meet the expectations revenue must increase as well. To best protect the public health, safety, and welfare, to best protect the City's future property tax levy capacity, to best serve the citizens of Pacific by maintaining an appropriate level of service throughout the City, to appropriately discharge the City's expected expenditures and obligations, and to best serve the citizens of Pacific through a continued commitment throughout the City, substantial needs exist to increase the tax levy authority over last year.

Recommended Motion: Move forward to second reading and adoption of Ordinance No. 12-1835, to the November 26, 2012, regular meeting.

Attachments: Ordinance No. 12-1835
Levy Worksheet

**CITY OF PACIFIC
WASHINGTON
ORDINANCE NO. 12-1835**

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AUTHORIZING AN INCREASE IN THE PROPERTY TAXES TO BE LEVIED
AND FIXING THE AMOUNT OF TAXES TO BE LEVIED FOR THE CITY OF
PACIFIC FOR THE YEAR 2013; PROVIDING FOR SEVERABILITY; AND
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WHEREAS, the City Council of the City of Pacific attest that the population of Pacific is less than ten thousand (10,000) and;

WHEREAS, the City Council of the City of Pacific has properly given notice of the public hearing held November 13, 12 to consider the City's General Fund Budget and revenue sources, including consideration of possible increases in property tax revenues for the 2013 calendar year, pursuant to RCW 84.55.120; and

WHEREAS, The statutory limit that the City may levy to raise funds from property taxes is \$2.10 per \$1,000 of assessed value or 101% of the highest prior levy, not to exceed \$2.10 per \$1,000 of assessed value; and

WHEREAS, the City Council, after hearing, and duly considering all relevant evidence and testimony presented, determined that the City of Pacific requires a regular levy in the amount of \$874,765, which includes an increase in property tax revenue from the previous year, and amounts resulting from new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the City of Pacific and in its best interest;

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Section 4. Effective Date. This ordinance shall be in full force and take effect five (5) days after its publication according to law.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 13TH DAY OF NOVEMBER, 2012.

CITY OF PACIFIC

Cy Sun, Mayor

ATTEST/AUTHENTICATED:

Patricia J. Kirkpatrick, MMC, City Clerk

Approved as to form:

Kenyon Luce, City Attorney

**PRELIMINARY
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(Note 1)

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CITY OF PACIFIC

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Agenda Item Cover Sheet

Agenda Item No. Business Item 8B Meeting Date: November 13, 2012
Adoption of Resolution No. 12-
1209, Authorizing the Mayor to
Execute an Amendment to the
SCORE Jail Contract to Allow
Subject: for Reserved Bed Space Prepared by: Chief John T. Calkins

Summary: The Police Department is in need of jail space and this contract should be a cost savings venture. Our primary jail, Buckley Jail, has shut their doors and will no longer provide services. Please see attached Staff Report for further detailed information.

Recommendation: This item was discussed at the November 5, 2012 Workshop and Council asked it be brought forward to this meeting for final approval.

Motion for Consideration: I move to adopt Resolution No. 12-1209, Authorizing the Mayor to Execute an Amendment to the SCORE Jail Contract for Reserved Bed Space.

Attachments: Resolution No. 12-1209
SCORE Jail Amendment
Daily Population
SCORE Jail Contract
Staff Report, Dated October 9, 2012

CITY OF PACIFIC
WASHINGTON

RESOLUTION NO. 12-1209

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT WITH THE SCORE JAIL
FOR RESERVED BED SPACE**

WHEREAS, the City of Pacific will book all misdemeanants at the SCORE jail facility, and

WHEREAS, the cost for lodging a prisoner varies among host agencies, and

WHEREAS, the Pacific Police Department will book a prisoner in the SCORE jail for a rate of \$90.00 per day, including all medical and dental expenses.

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

Section 1. The Pacific City Council hereby authorizes the Mayor to execute an Amendment with the SCORE jail for jail services, attached as Exhibit A to this Resolution.

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 13TH DAY
OF NOVEMBER 2012.**

CITY OF PACIFIC

Cy Sun, Mayor

Attest:

Patricia J. Kirkpatrick, MMC, City Clerk

Approved as to form:

Kenyon Luce, City Attorney

FIRST AMENDMENT TO AGREEMENT FOR INMATE HOUSING

THIS FIRST AMENDMENT TO AGREEMENT FOR INMATE HOUSING (hereinafter "First Amendment"), dated _____, 2012, is made and entered into by and between the **SOUTH CORRECTIONAL ENTITY**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and the **CITY OF PACIFIC**, a municipal corporation organized under the laws of the State of Washington (hereinafter the "City," and together with SCORE, the "Parties" or individually "Party"), and amends that certain Agreement for Inmate Housing effective for the period between January 1, 2012 and December 31, 2021 by and between the Parties (the "Original Agreement").

WHEREAS, this Agreement is made in accordance with chapters 39.34 and 70.48 of the Revised Code of Washington ("RCW") for the purpose of establishing the terms and conditions pursuant to which the City will transfer custody of certain inmates to SCORE to be housed at SCORE's correctional facility (the "Facility"); and

WHEREAS, at a regular meeting held on March 28, 2012, the Administrative Board of SCORE (the "Board") approved a new rate structure for inmate housing at the Facility; and

WHEREAS, the Parties now desire to amend the Original Agreement to reflect the new rate structure as set forth herein;

NOW, THEREFORE, the Parties hereto agree as follows:

Section 1.01. Definitions. All capitalized words and phrases, including those in the recitals, not otherwise defined herein shall have the meanings given to them in the Original Agreement.

Section 1.02. Amendments to Original Agreement.

(a) Amendment to Section 27 (Bed Rate). Section 27 of the Original Agreement is hereby replaced in its entirety with the following:

27. Bed Rate. In consideration of SCORE's commitment to house City Inmates, the City shall pay SCORE based upon the rates and other applicable fees or charges stated in this Agreement.

A. **Guaranteed Bed Rate:**

2013 - 10 year Guaranteed Rate \$90.00

Number of Guaranteed Beds _____

The above referenced Guaranteed Bed Rate (the "Guaranteed Rate") requires pre-payment for all beds guaranteed on a quarterly basis for a minimum of ten (10) years. The Guaranteed Rate is limited to the first 200 contracted beds by the City. The Guaranteed Rate for all years after 2013 will be based upon the rate charged to the Member Cities plus a percentage. For the year 2012, the Member City's rate is set at \$112.50, and throughout

the contract period the Guaranteed Rate will not exceed 11% above the Member City's rate. City's use of guaranteed beds is averaged on an annual basis. All contract rates are established to recover full cost of services. Guaranteed Rates for the following year will be based upon actual expenses from the period of April 1 – March 31 of each calendar year. An estimate of the Guaranteed Rates will be provided by July 1 of each year for the following year.

The Guaranteed Rate includes all in-facility medical, dental (if available), and mental health services. In the event a City Inmate requires out of facility medical, dental or mental health services, the City shall be responsible for the cost of the services.

SCORE shall not charge a booking fee in connection with housing the City's Inmates.

The City may purchase additional beds, as available, at the then-existing bed rate; however, SCORE shall have the right to refuse to accept custody of or house City Inmates in excess of the City's minimum bed commitment.

B. Non-Guaranteed Bed Rate:

	2012
5 years	\$135
3 years	\$140

The above referenced Non-Guaranteed Bed Rate (the "Daily Rate") is based on available space at the SCORE Facility for all years after 2013 and will be based upon the Member City's rate plus a percentage. For the year 2012, the Member City's rate is set at \$112.50, and throughout the contract period the Daily Rate will not exceed 20% above the Member City's rate. All contract rates are established to recover full cost of services. Daily Rates for the following year will be based upon actual expenses from the period of April 1 – March 31 of each calendar year. An estimate of the Daily Rates will be provided by July 1 of each year for the following year.

(b) Clerical Edits. References to "[City]" throughout the Original Agreement are hereby replaced in their entirety with "City" (the intent of this edit is to remove unnecessary brackets).

Section 1.03. Effective Date of Rate Modification. The Parties hereby agree that the rate amendments set forth in Section 1.02 of this First Amendment shall be effective beginning October 1, 2012.

Section 1.04. Survival of Provisions. Except to the extent modified by this First Amendment, the terms of the Original Agreement shall continue in full force and effect until the expiration or termination of the Original Agreement in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment, all as of the day and year first above mentioned.

CITY OF PACIFIC

By _____
Mayor Cy Sun

ATTEST:

By _____
Patricia J. Kirkpatrick, MMC, City Clerk

APPROVED AS TO FORM:

By _____
Kenyon Luce, City Attorney

SOUTH CORRECTIONAL ENTITY

By _____
Mayor Denis Law, Presiding Officer,
SCORE Administrative Board

243 DAYS

JAIL	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	TOTAL
ISSAQUAH (\$90.00 DAY)	1@10 DAYS \$900.00	1@5DAYS \$450.00				1@1 DAYS \$90.00			3@16DAYS \$1'440.00
PUYALLUP (\$65.00 DAY)	2@4DAYS \$260.00*	2@3DAYS \$195.00	2@10 DAYS \$650.00	2@5 DAYS \$325.00*	1@4 DAYS \$260.00	2@7DAYS \$455.00	1@2 DAYS \$130.00		12@35DAYS \$2'099.00
RENTON									
ENUMCLAW (\$60 DAY)		1@3 DAYS \$180.00 *	1@2 DAYS \$120.00	27@73DAYS \$4'161.00	1@2 DAYS \$120.00	25@63DAYS \$3'591.00	11@16DAYS \$912.00	1@5DAYS \$300.00	4@12DAYS \$720.00
BUCKLEY (\$57.00 DAY)	27@116 DAYS \$6'612.00	21@51 DAYS \$2'907.00	19@66DAYS \$3,762.00	14@45 DAYS \$2'565.00					14@57DAYS \$3'249.00
KENT									
PIERCE CO									
KING CO									
FIFE (\$20 BOOKING/\$65 DAY)	3@22DAYS \$1,490.00	2 @7 DAYS \$495.00		1@3 DAYS \$215.00		3@8DAYS \$580.00	2@7 DAYS \$495.00	11@47 \$3'275.00	22@94DAYS \$6,550.00
RJC									
FEDERAL									
DETENTION									
SCORE (\$135 DAY)	6@15 DAYS \$2,025.00	3@60DAYS \$8,100.00	3@38DAYS \$5'130.00	7@53DAYS \$7'155.00	4@38DAYS \$5'130.00	3@15 DAYS \$2,025.00	3@14DAYS \$1,890.00	2@20DAYS \$2'700.00	31@253DAYS \$34'155.00
CHEHALIS (\$50 DAY)	1@25DAYS \$1'250.00	1@30DAYS \$1'500.00					2@44DAYS \$2'200.00	1@2DAYS \$100.00	5@101DAYS \$5'050.00
MEDICAL COSTS	\$13.96 (PUYALLUP) \$280.00 (CHEHALIS)	\$250.00 (ENUMCLAW) \$30.50 (CHEHALIS)		\$166.11 (PUYALLUP)					\$430.07
TOTAL:	\$12'537.00	\$13'827.00	\$6'152.00	\$10'260.00	\$9'671.00	\$6'741.00	\$5'747.00	\$9'624.00	\$77'773.00

CHIEF -

My recommendation based on the numbers is 2- Beds since we have 1.5- Daily avg population. ~~243~~

AGREEMENT FOR INMATE HOUSING -- 20XX – 20XX

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between the **South Correctional Entity**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and the City of Pacific, a [municipal corporation] organized under the laws of the State of Washington (hereinafter the "[City]," and together with SCORE, the "Parties" or individually "Party").

This Agreement is made in accordance with chapters 39.34.080, 39.34.180, and 70.48 of the Revised Code of Washington ("RCW") for the purpose of establishing the terms and conditions pursuant to which the [City] will transfer custody of certain inmates to SCORE to be housed at SCORE's correctional facility.

In consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto mutually agree as follows:

1. Purpose and Term. The purpose and intent of this Agreement is to establish the terms under which SCORE will house certain inmates of the [City] for the period January 1, 2012 through December 31, 2020.

2. Definitions.

Business Day – Monday through Friday excluding SCORE observed holidays.

Committing Court – the court that issued the order or sentence that established the [City]'s custody of a [City] Inmate.

Credit for Time Served – credit authorized by the sentencing court against the number of days to be served in confinement.

Detainer – a legal order authorizing or commanding another agency a right to take custody of a person.

[City] Inmate – a person subject to [City] custody who is transferred to SCORE's custody under this Agreement.

Good Time – Time earned by Inmates for good behavior while in custody. Good Time will be awarded at the conclusion of an Inmate's sentence and will comply with restrictions imposed by RCW 9.92.151

Inmate – persons transferred to SCORE's custody to be housed at the SCORE Facility, which shall include [City] Inmates.

Member City – shall have the meaning set forth in the Amended and Restated SCORE Interlocal Agreement dated as of October 1, 2009 among the Cities of Auburn, Burien, Des Moines, Federal Way, Renton, SeaTac and Tukwila, Washington, as amended from time to time.

SCORE Facility – the correctional facility operated by SCORE located at 20817 17th Avenue South, Des Moines, WA 98198.

Specialty Housing – Inmates classified and held within specialty populations, either in medical housing or other Specialty Housing such as administrative segregation.

3. General Provisions. SCORE shall accept [City] Inmates according to the terms of this Agreement and shall provide housing, care, and custody of those [City] Inmates pursuant to SCORE policies and procedures and in the same manner as it provides housing, care and custody to other Inmates.

SCORE shall manage, maintain, and operate the SCORE Facility in compliance with all applicable federal, state, and local laws and regulations.

4. Right to Refuse or Return [City] Inmate. To the greatest extent permitted by law, SCORE shall have the right to refuse to accept a [City] Inmate or to return a [City] Inmate to the [City] if the [City] Inmate has a current illness or injury that is listed in **Attachment A – Medical Acceptability**, or in the reasonable judgment of SCORE presents a substantial risk of escape, or of injury to self or other persons or property, or of adversely affecting or significantly disrupting the operations of the SCORE Facility. SCORE shall provide notice to the [City] at least one business day prior to transport if a [City] Inmate is being returned to the [City]. The cost of transport shall be paid by the [City].

5. Inmate Transport. The [City] is responsible for the transportation of [City] Inmates to the SCORE Facility, including costs associated therewith. SCORE will provide transportation upon release to either the city of arrest, or the city of residence, whichever is closer, unless confirmed transportation is available at the time of release. The [City] will designate drop-off locations within their jurisdiction for this purpose that are mutually acceptable.

6. Inmate Medical Records. Should a [City] Inmate receive medical care for injuries or illness at the time of arrest, and prior to booking at the SCORE Facility, the [City] shall provide copies of medical records documenting such medical care to SCORE at the time of booking if the City has access to such records. SCORE may require these records to determine if [City] Inmates meet conditions identified in **Attachment A – Medical Acceptability**. If the [City] cannot provide such records, SCORE, in its sole discretion, may refuse to accept a [City] Inmate.

7. Inmate Property. SCORE shall accept [City] Inmate property in accordance with **Attachment B – Property**, and shall be responsible only for [City] Inmate property actually delivered into SCORE's possession. SCORE shall hold and handle each [City] Inmate's personal property pursuant to SCORE policies and procedures and in the same manner it holds and handles property of other Inmates. In the event a [City] Inmate is being transported from a [City] designated detention or correction facility, it will be the responsibility of the [City] to process the [City] Inmate's property not delivered and accepted into SCORE's possession. When returning [City] Inmates to the [City], SCORE shall transport [City] Inmate property according to the provisions of **Attachment B – Property**, and it shall be the responsibility of SCORE to process any of the [City] Inmate's property not transported with the [City] Inmate.

8. Booking. [City] Inmates shall be booked pursuant to SCORE's booking policies and procedures.

Pursuant to RCW 70.48.130, and as part of the booking procedure, SCORE shall obtain general information concerning the [City] Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a [City] Inmate is entitled. The information is to be used for third party billing.

9. Classification. [City] Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and judgment of SCORE. The [City] shall provide information regarding each [City] Inmate as specified in **Attachment C – Classification**.

10. Housing. [City] Inmates shall be assigned to housing pursuant to SCORE's policies and procedures, and within the sole discretion and judgment of SCORE.

11. Inmate Work Programs. SCORE may assign [City] Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties pursuant to SCORE's policies and procedures and within the sole discretion and judgment of SCORE.

12. Health Care. SCORE shall provide in-facility medical care commonly associated with corrections operations as guided by American Correctional Association or National Commission on Correctional Health Care standards if accredited.

[City] Inmates shall be responsible for co-payment for health services according to SCORE policy. The [City] shall not be responsible to SCORE for [City] Inmate co-payments. No [City] Inmate shall be denied necessary health care because of an inability to pay for health services.

SCORE shall notify the [City]'s designee(s) via electronic means, including e-mail or fax, at the notice address identified in this Agreement if a [City] Inmate requires medical, mental health, dental, or other medical services at an outside medical or health care facility. The [City] shall be responsible to promptly notify SCORE of any changes in its designee(s).

SCORE shall notify the [City] within a reasonable time period before the [City] Inmate receives medical, mental health, dental or any other medical services outside of the SCORE Facility. The [City] acknowledges that such notice may not be reasonably possible prior to emergency care.

The [City] shall pay for all medical, mental health, dental or any other medical services that are required to care for [City] Inmates outside of the SCORE Facility. Lack of prior notice shall not excuse the [City] from financial responsibility for related medical expenses, and shall not be a basis for imposing financial responsibility for related medical expenses on SCORE. SCORE shall bear the expense of any such medical care necessitated by improper conduct of SCORE, or of its officers or agents.

If a City inmate is admitted to a hospital, the City will be responsible for hospital security unless other arrangements are made with SCORE. SCORE may provide hospital security services for an additional charge if staff is available.

Outside medical expenses for [City] Inmates housed on behalf of more than one jurisdiction shall be the sole responsibility of the [City], which will be solely responsible to recoup these expenses from other jurisdictions

13. Inmate Discipline. SCORE shall discipline [City] Inmates according to SCORE policies and procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits as approved by the [City].

14. Removal from the SCORE Facility. Except for work programs or health care, and during emergencies, [City] Inmates shall not be removed from the SCORE Facility without written authorization from the [City] or by the order of a court of competent jurisdiction. Other jurisdictions may "borrow" a [City] Inmate only according to the provisions of **Attachment D – Borrowing**. In the event of the [City] Inmate's emergency removal, SCORE shall notify the [City] by electronic means, including e-mail or fax, as soon as reasonably possible. No early release or alternative to incarceration, home detention, or work release shall be granted to any Inmate without written authorization by the committing court.

15. Visitation. SCORE shall provide reasonable scheduled visitation for attorneys, spouses, family and friends of [City] Inmates. Inmate visitation by friends and family will be accessible via video connection by third party provider at off-site locations for an access fee. Complimentary video access is available at the SCORE facility. Off-site professional visits (legal and religious) will be provided without additional costs to the City.

16. Inmate-Attorney Communication. Confidential telephones or visitation rooms shall be **available** to [City] Inmates to communicate with their legal counsel.

17. Inmate Accounts. SCORE shall establish and maintain a non-interest bearing account for each [City] Inmate. SCORE shall ensure family members and others have a reasonable process to add funds to a [City] Inmate's account. Upon returning custody of a [City] Inmate to the [City], SCORE shall transfer the balance of that [City] Inmate's account that is not subject to charges, to the [City] Inmate or to the [City] in the form of cash, check, debit card or other agreed upon methods in the name of the [City] Inmate.

In the event that SCORE contracts with a company/business that furnishes technology for wireless inmate account crediting, the [City] may allow SCORE (or SCORE's contracted representative) to install the equipment necessary for use of the system. The [City] shall not be financially responsible for any aspect of the system, including but not limited to installation or maintenance costs. The [City] shall not receive any compensation or profits arising from such a system.

18. Detainers. Inmates in a "Detainer" status shall be handled according to **Attachment E – Warrants/Other Court Orders/Detainers.**

19. Releases. Inmates will be released in accordance with **Attachment F – Inmate Release.**

SCORE shall not transfer custody of a [City] Inmate housed pursuant to this Agreement to any party other than the [City], except as provided in this Agreement or as directed by the [City].

20. Jail Sentence Calculations. SCORE will award Good Time credits for Inmates in custody in accordance with state law and any policies adopted by SCORE. [City] is responsible to notify SCORE of any credit days awarded for time served by use of court commitment forms.

21. Release of Holds and Court Appearances. If a court of limited jurisdiction of the City releases a hold on a City Inmate still incarcerated at the SCORE Facility, SCORE will not facilitate further court appearances of that City Inmate except if the City wishes to use the video arraignment system at the SCORE Facility. In such case, there will be a twenty-five dollar (\$25) hearing fee assessed per video appearance for court matters for which the inmate is not being held.

22. Escape. If a [City] Inmate escapes SCORE's custody, SCORE shall notify the [City] as soon as reasonably possible. SCORE shall use all reasonable efforts to pursue and regain custody of escaped [City] Inmates.

23. Death. If a [City] Inmate dies while in SCORE custody, SCORE shall notify the [City] as soon as reasonably possible. The King County Medical Examiner shall assume custody of the [City] Inmate's body. Unless another agency becomes responsible for investigation, SCORE's Member Cities shall investigate and shall provide the [City] with a report of its investigation. The [City] may participate in the investigation. If another agency becomes responsible for investigation, SCORE shall serve as a liaison or

otherwise facilitate the [City]'s communication with and receipt of reports from the other agency.

The [City] shall provide SCORE with written instructions regarding the disposition of the [City] Inmate's body. The [City] shall pay for all reasonable expenses for the preparation and shipment of the body. The [City] may request in writing that SCORE arrange for burial and all matters related or incidental thereto and the [City] shall be responsible for all costs associated with this request.

24. Reporting Requirements. SCORE will work with the [City] to provide access to jail management systems that provide statistical information about Inmates. Other reports may be available within standard workload limitations.

25. [City]'s Right of Inspection. The [City] shall have the right, upon reasonable advance notice, to inspect the SCORE Facility at reasonable times. During such inspections, the [City] may interview [City] Inmates and review [City] Inmates' records. The [City] shall have no right to interview Inmates housed for other jurisdictions or to review their records, unless [City] is properly authorized to do so by the Inmate or the other jurisdiction.

26. Technology. SCORE and the [City] may each permit the other continuous access to its computer database regarding all [City] Inmates housed by SCORE. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the [City] and appropriate computer(s) of SCORE.

27. Bed Rate. In consideration of SCORE's commitment to house [City] Inmates, the [City] shall pay SCORE based upon the rates and other applicable fees or charges stated in this Agreement.

A. **Guaranteed Bed Rate:**

2012 - 10 year Guaranteed Rate	\$125
Number of Guaranteed Beds	0

The above referenced Guaranteed Bed Rate (the "Guaranteed Rate") requires pre-payment for all beds guaranteed on a quarterly basis for a minimum of ten (10) years. The Guaranteed Rate is limited to the first 200 contracted beds by the [City]. The Guaranteed Rate for all years after 2012 will be based upon the rate charged to the Member Cities plus a percentage. For the year 2012, the Member City's rate is set at \$112.50, and throughout the contract period the Guaranteed Rate will not exceed 11% above the Member City's rate. [City]'s use of guaranteed beds is averaged on an annual basis. All contract rates are established to recover full cost of services. Guaranteed Rates for the following year will be based upon actual expenses from the period of April 1 – March 31 of each calendar year. An estimate of the Guaranteed Rates will be provided by July 1 of each year for the following year.

The Guaranteed Rate includes all in-facility medical, dental (if available), and mental health services. In the event a [City] Inmate requires out of facility medical, dental or mental health services, the [City] shall be responsible for the cost of the services.

SCORE shall not charge a booking fee in connection with housing the [City]'s Inmates.

The [City] may purchase additional beds, as available, at the then-existing bed rate; however, SCORE shall have the right to refuse to accept custody of or house [City] Inmates in excess of the [City]'s minimum bed commitment.

B. Non-Guaranteed Bed Rate:

	2012
5 years	\$135
3 years	\$140

The above referenced Non-Guaranteed Bed Rate (the "Daily Rate") is based on available space at the SCORE Facility for all years after 2012 and will be based upon the Member City's rate plus a percentage. For the year 2012, the Member City's rate is set at \$112.50, and throughout the contract period the Daily Rate will not exceed 20% above the Member City's rate. All contract rates are established to recover full cost of services. Daily Rates for the following year will be based upon actual expenses from the period of April 1 – March 31 of each calendar year. An estimate of the Daily Rates will be provided by July 1 of each year for the following year.

28. Specialty Housing Surcharge. Should the [City] average thirty-five percent or more of its City Inmates in Specialty Housing for any month, the [City] will pay a Specialty Housing surcharge based upon that population. The Specialty Housing surcharge will be established on an annual basis, no later than July 1 of each year, at a rate not to exceed 50% of the Non-Guaranteed Bed Rate.

29. Billing and Payment. SCORE shall provide the [City] with monthly statements itemizing the name of each [City] Inmate, the number of days of housing, including the date and time booked into the SCORE Facility and date and time released from SCORE and itemization of any additional charges including a description of the service provided, date provided and reason for service.

SCORE shall provide said statement for each month on or about the 15th day of the following month. Payment shall be due to SCORE within 30 days from the date the bill is received. SCORE may bill the [City] electronically. Payments not received by the 30th day shall bear interest at the rate of one percent per month until payment is received.

The Daily Rate for [City] Inmates housed for more on charges from multiple Cities will be divided equally among those Cities.

30. Billing and Dispute Resolution. Withholding of any amount billed or alleging that any Party is in violation of any provision of this Agreement shall constitute a dispute, which shall first attempt to be resolved as follows, and as a mandatory predicate to termination as provided in Section 36 C:

For billing and other disputes:

A. [City] must provide written notice of dispute to SCORE within 60 days of billing and other disputed charges.

B. SCORE shall respond in writing to such disputes within 60 days of receipt of such disputes.

C. For both billing and other types of disputes, SCORE and the [City] shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either party may refer the dispute to the SCORE Operations Board for resolution. The decision of the SCORE Operations Board is the final internal administrative remedy the [City] must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

31. Operations Board Representatives. In accordance with the SCORE Interlocal Agreement, Section 6, Subsection A, membership of the Operations Board will include two (2) at-large members selected, by majority vote, of the contract Cities to represent the contract Cities. At the time set for election of the at-large members, only the representatives of the contract Cities, then in attendance, will participate in the election of at-large members. The at-large members shall serve one-year terms, unless otherwise determined by the majority vote of the Operations Board. The purpose and duties of the Operations Board shall be established by the Administrative Board.

32. Duration of Agreement. The duration of this Agreement shall be from January 1, 2012, at 12:00 A.M. and shall end at 11:59 P.M., on December 31, 2020 unless otherwise terminated in accordance with Section 34 of this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to SCORE and the [City].

33. Independent Contractor. In providing services under this Agreement, SCORE is an independent contractor and neither it nor its officers, nor its agents nor its employees **are** employees of the [City] for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the [City] under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a party to this Agreement.

34. Hold Harmless, Defense, and Indemnification. SCORE shall hold harmless, defend, and indemnify the [City], its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any [City] Inmate, or loss or damage to [City] Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The [City] shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any [City] Inmate, or loss or damage to [City] Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the [City], its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the [City]'s services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the [City] and SCORE in connection with or incidental to the performance or non-performance of the [City]'s and or SCORE's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the [City] and SCORE shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this section or this Agreement shall be construed to create a right in any third party to indemnification or defense.

SCORE and the [City] hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

35. Insurance. SCORE and the [City] shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

SCORE and the [City] shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policies shall provide coverage on an occurrence basis.

36. Termination.

A. Mutual Agreement: This Agreement may be terminated by mutual written consent between SCORE and the [City] with 90 days written notice to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected [City] Inmates.

B. Imperiling Conditions: The [City] shall have the right to terminate this Agreement where: 1) conditions and/or circumstances at the SCORE Facility present an imminent risk of serious injury or death to the [City]'s Inmates ("Imperiling Conditions"); 2) the [City] has sent SCORE written notice by certified mail, return receipt requested describing with reasonable specificity the Imperiling Conditions; and 3) SCORE has failed to cure the Imperiling Conditions within a reasonable period of time, which, unless the parties agree in writing to a longer period, shall be no more than 45 days after SCORE receives the [City]'s notice. Termination pursuant to this section 34(B) shall be effective if and when: 1) after at least 45 days, SCORE has not cured the Imperiling Condition(s); and 2) the [City] has removed its Inmates; and 3) the [City] has given SCORE formal written notice of final termination pursuant to this section 36(B).

C. Material Breach: Subject to compliance with Section 30 above, either party shall have the right to terminate this Agreement if: 1) the other party is in material breach of any term of this Agreement; 2) the terminating party has sent the breaching party written notice of its intent to terminate this Agreement under this section by certified mail, return receipt requested describing with reasonable specificity the basis for the termination; and 3) the breaching party has failed to cure the breach within 90 days, unless the parties agree in writing to a longer cure period.

37. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the parties solely because of this Agreement.

38. Equal Opportunity. Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with

Disabilities Act (42 USC 12110 *et seq.*). In the event of the violation of this provision, the other party may terminate this Agreement as provided in Sections 30 and 36 above.

39. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by SCORE to any other person or entity without the prior written consent of the [City], which consent shall not be unreasonably withheld. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of SCORE stated herein.

40. Non-Waiver. The failure of either party to insist upon strict performance of any provision of this 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 Agreement.

41. Severability. If any portion of this Agreement is changed per mutual Agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

42. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any actions, suit, or judicial or administrative proceeding for the enforcement of this Agreement shall be brought and tried in the Federal or Superior Court for the State of Washington in King County.

43. Approval and Filing. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the [City Manager or Mayor] and SCORE Presiding Officer below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed pursuant to RCW 39.34.040.

44. General Provisions. Unless otherwise agreed in writing executed by both parties, on and after January 1, 2012, and so long as this Agreement remains in effect, this document constitutes the entire Agreement between the [City] and SCORE under which SCORE houses [City] Inmates and no other oral or written agreements between the parties shall affect this Agreement.

No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision.

This Agreement may be executed in any number of counterparts.

45. Notices. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CITY: Mayor Richard Hildreth
100 3rd Ave East
Pacific, WA 98047
Phone: 253-929-1108

TO SCORE: Director
20817 17th Avenue South
Des Moines, Washington 98198
Phone: (206) 257-6200
Fax: (206) 257-6310

Alternatively, to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

SIGNATURE BLOCKS	
Agency: City of Pacific	South Correctional Entity
By: _____	By: _____
Printed: Richard Hildreth	Printed: _____
Title: Mayor	Title: _____ Presiding Officer
Date: November 17 th , 2011	Date: _____

ATTACHMENT A
MEDICAL ACCEPTABILITY

SCORE shall determine the medical and mental acceptability of Inmates for booking or housing using the following guidelines. However, final acceptance is based upon approval of medical staff at the time of booking. Excluding criteria include but are not limited to:

1. Signs of untreated broken bones or dislocated joints.
2. Any injury or illness requiring emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power, unless they normally use an assistive device, such as a wheelchair, for mobility.
5. Bed bound individuals.
6. Individuals with attached IV or requiring IV medications.
7. Individuals requiring the use of oxygen tanks.
8. AMA (Against Medical Advice) from the hospital.
9. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
10. Wounds with drainage tubes attached.
11. Persons with Alzheimer's, dementia or other psychological conditions to the point where the Inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
12. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
13. Persons undergoing chemotherapy and/or radiation treatment.
14. Persons undergoing dialysis.
15. Persons with suicidal ideations or gestures within the past 72 hours.
16. Persons, if prescribed, who have not taken psychotropic medications for at least 72 hours.
17. Persons who have by self-disclosure, admitted to attempting suicide within the last 30 days.
18. Persons who have attempted suicide during their current incarceration.
19. Persons displaying current psychotic episode.

ATTACHEMENT B

PROPERTY

SCORE will only accept Inmate property as follows:

1. The property shall be sealed in a single property bag no larger than a common paper grocery bag.
2. Money, valuables, and medications shall be placed in a clear envelope and sealed within the Inmate's property bag.
3. Checks and documents (court, warrants, etc.) shall be attached to the outside of the property bag.
4. SCORE will not accept or transport the following:
 - a) Backpacks, suitcases, etc.
 - b) Unpackaged food products or food products in packaging that has been opened.
 - c) Any type of weapon (includes pocket knives).
 - d) Liquids.
 - e) Helmets or any kind.
 - f) Any items that will not fit into the property bag.
 - g) Material deemed to be contraband.

SCORE will limit property returned with the Inmate to the [City] according to these criteria.

ATTACHMENT C
CLASSIFICATION

The [City] shall supply SCORE with the following Classification related information, if known to or in possession of the [City]:

1. If the [City] Inmate has been classified to a special housing unit and/or if the [City] Inmate has been classified as protective custody.
2. If the [City] Inmate is a violent offender or has displayed violent behavior during present or past incarcerations.
3. If the [City] Inmate is an escape risk.

ATTACHMENT D

BORROWING

One contracting City may "borrow" another contracting City's Inmate as follows:

1. If a contracting City requests the transport of another contracting City's Inmate from SCORE the requesting City must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainees. The custody transfer paperwork will accompany the Inmate.
2. Once custody of the Inmate has been transferred to the requesting City, it is the responsibility of the requesting City to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting City shall make all necessary and proper arrangements with SCORE and any agency with rights to custody of the Inmate, for the Inmate's return according to the terms of this Agreement. The requesting City, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 34 of the Agreement.
3. SCORE will not track the Inmate once he or she has left SCORE's facility.
4. If the Inmate is returned to the custody of SCORE, the requesting City shall provide SCORE with sentencing/charge information. The requesting City shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid SCORE in determining split billing and release dates.
5. SCORE will transport the Inmate only to a city that also contracts with the SCORE for Inmate housing.

ATTACHMENT E

WARRANTS/OTHER COURT ORDERS/DETAINERS

The following shall apply to [City] Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers:

1. When receiving a [City] Inmate, the Booking Officers shall review all paperwork provided by the [City] for all grounds to hold the Inmate.
2. Prior to releasing a [City] Inmate, SCORE shall check the NCIC and WACIC systems to determine if the Inmate is subject to any valid warrants or other detainers.
 - a) If the Inmate is subject to a warrant that is limited to King County, SCORE will, upon receiving written permission (e-mail) from the [City], transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, SCORE will not assume responsibility to serve any such warrants.
 - b) If the [City] Inmate is subject to a warrant from a western Washington jurisdiction outside King County, SCORE will either process the Inmate for transfer on the Cooperative Transport Chain or provide transfer to a jurisdiction that participates in Cooperative Transport Chain.
 - c) If the [City] Inmate is subject to a warrant from an eastern Washington jurisdiction, SCORE will send the Inmate to a jurisdiction that participates in the Cooperative Transport Chain.
 - d) If, upon return from SCORE to the [City], the Inmate is subject to a warrant that provides for statewide extradition, SCORE will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County, or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini-Chain.
3. [City] Inmates who have or are subject to Immigration and Custom Enforcement (ICE) detainers shall be transferred to ICE upon release from SCORE.

ATTACHMENT F

INMATE RELEASE

SCORE personnel will release [City] Inmates as follows:

1. To the [City] for return to the Inmate's residence or city of arrest.
2. [City] Inmates for whom bail is posted, or who otherwise have a right to be released may:
 1. a) choose to remain in custody, by signing written waiver, and return to [City] by the regularly scheduled transport
 2. b) be released to a family member or friend with confirmed transportation
 3. c) be released via private taxi



CITY OF PACIFIC

DEPARTMENT OF PUBLIC SAFETY

From the desk of
John. T. Calkins, Chief

133 Third Avenue S.E.
Pacific, WA 98047
Phone: (253) 929-1130
Fax: (253) 929-1194
jcalkins@ci.pacific.wa.us

October 9, 2012

TO: Mayor Sun and the City of Pacific Council Members
FROM: John Calkins
RE: SCORE Jail Contract and PortaCourt

STAFF REPORT

Dear Mayor and Council Members,

For many years the police budget has been impacted by the prisoner lodging expenses. It is not possible to accurately predict the amount of money that should be budgeted for the following calendar year. The police department, Judge and corrections staff as well as jails have done all within our means to reduce prisoner lodging costs. There now may be a solution for further reductions in costs:

FACTS

- In an attempt to reduce prisoner lodging costs, Pacific PD has utilized jails with no booking fees and low daily rates.
- Jails that are utilized are Buckley, (our main vendor), Puyallup, Enumclaw, Issaquah, SCORE, and for long term commitments, Chehalis Tribal Jail.
- The average cost to house an inmate is approximately \$70.00 per day, with medical costs and prescription costs being billed separately from that daily lodging rate.
- The Buckley jail will be out of business at the end of this month.
- Each court date requires a Corrections Officer to drive to various jails and pick up defendants for their arraignment at Pacific Municipal Court. Pacific PD must use 3 Corrections Officers: 1 for transports, 1 for screening all people prior to entering the Court room and 1 to provide Court room security. There are 4 to 6 Court dates per month.
- The 2012 prisoner lodging expense is on target to cost approximately \$110,000. The budget for 2012 is \$90,000.
- The annual daily in custody population is approximately 2 per day. Long term commitments average between 1 and 2 per day.
- We currently have a contract with SCORE jail. The daily bed rate is \$135.00 per day. SCORE has full time medical, dental as well as mental health professionals in the facility so the prisoner does not have to be transported to a medical facility. All medical, dental and prescriptions are included in the daily cost. We did not opt to commit to a specific number of beds, yet our in custody's are booked into a Bed Available program at the \$135.00 rate.

SOLLUTIONS

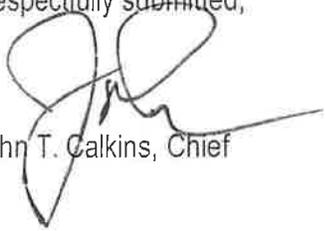
- SCORE has offered the City of Pacific a chance to be included in a pilot program in which SCORE will set up a system that will allow the Judge to conduct an arraignment while the inmate is at SCORE. The program is called PortaCourt and is new to SCORE and its contract agencies. This will eliminate the need for any Court transports. If the inmate is not released, the inmate is simply placed back into the cell. If the inmate is released, they are released at SCORE. There is no cost to the City for 18 months. If we wish to continue the program after 18 months, we purchase the equipment from SCORE for approximately \$1500.00.
- Pacific can sign an addendum to the current contract and commit to 2 beds per day at the rate of \$90.00. If those beds are full, Pacific can use available beds at the \$90.00 per day rate. The lodging rate includes medical, dental, prescriptions and health care. This cost equates to \$65,700.00 per year. There will be more lodging required I am sure, but such a contract will be a good cost savings.

SUMMARY

Utilizing the PortaCourt program, I will be able to cut back one Corrections Officer per court date. The amount of gas used during these mammoth transports before and after Court is significant. There will be virtually no maintenance needed on the jail van. SCORE will be used exclusively. Because our policy states that all DUI arrests will result in a booking, the officer will now conduct the breath test and booking at SCORE. The SCORE facility provides a much safer and secure environment for the officer.

I would recommend that the City sign an addendum to the current Contract, (attached), and that we participate in the PortaCourt program.

Respectfully submitted,


John T. Calkins, Chief

CITY OF PACIFIC

CITY HALL • 100 3rd Avenue SE Pacific WA 98047
253.929.1100 253.939.6026 (f)

Agenda Item Cover Sheet

Agenda Item No. Business Item 8C Meeting Date: November 13, 2012
Adoption of Resolution No. 12-
1210, Authorizing the Mayor to Prepared by: Chief John T. Calkins
Execute Renewal Agreement
with Valley Communications
Subject: for Services for 2013

Summary: The City of Pacific Police Department utilizes Valley Communications for 911 Dispatch and Support Services.

Recommendation: Move to adopt Resolution No. 12-1210, renewing the agreement with Valley Communications for 2013.

Motion for Consideration: I move to adopt Resolution No. 12-1210, authorizing the Mayor to Execute Renewal Agreement with Valley Communications for Services for 2013.

Attachments: Agreement between Pacific Police Department and Valley Communication

CITY OF PACIFIC
WASHINGTON

RESOLUTION NO. 12-1210

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON
AUTHORIZING THE MAYOR TO RE-NEW TO AN AGREEMENT WITH VALLEY
COMMUNICATIONS FOR SERVICES FOR 2013

WHEREAS, the City of Pacific Police Department requires communication with the dispatch and each other and other agencies while conducting police business, and

WHEREAS, the Pacific Police Department has acquired all of the systems to be compatible with Valley Comm,

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

Section 1. The City of Pacific does enter into an agreement for 2013 for all services that are provided by Valley Communications.

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 13TH DAY OF NOVEMBER, 2012.

CITY OF PACIFIC

Cy Sun, Mayor

Attest:

Patricia J. Kirkpatrick, MMC, City Clerk

Approved as to form:

Kenyon Luce, City Attorney



MEMORANDUM

TO: Valley Com Contract Agencies

FROM: Mary Sue Robey, Administrations Services Manager

DATE: October 11,2012

SUBJECT: Contract, EXHIBIT "A"

Enclosed is the 2013 Exhibit "A" to the Contract Agency Agreement. Please have the appropriate person sign at his/her earliest convenience and return one copy to me for our records by November 30th.

If you have questions regarding this document please contact me at 253-372-1520.





A NATIONALLY ACCREDITED COMMUNICATIONS CENTER

EXHIBIT "A"
to the
AGREEMENT
by and between
VALLEY COMMUNICATIONS CENTER
and
PACIFIC POLICE DEPARTMENT

This **EXHIBIT** is supplemental to the **AGREEMENT** between **VALLEY COMMUNICATIONS CENTER** and **PACIFIC POLICE DEPARTMENT**

for
DISPATCH SERVICES in order to establish annual rates and fees under the **EMERGENCY DISPATCH AGREEMENT**.

- A.1 This appendix shall remain in effect from **January 1, 2013** thru **December 31, 2013**.
- A.2 The rate shall be **Thirty Six Dollars and Fifty Eight Cents (\$36.58)** for each dispatchable call.

Signed this **11th** day of **October, 2012**.



MAYOR SKIP PRIEST
ADMINISTRATIVE BOARD CHAIR

MAYOR



CITY OF PACIFIC

CITY HALL • 100 3rd Avenue SE Pacific WA 98047
253.929.1100 253.939.6026 (f)

Agenda Item Cover Sheet

Agenda Item No. Business Item 8D Meeting Date: November 13, 2012
Adoption of Resolution No. 12-
1211, Authorizing the Mayor to Prepared by: Chief John T. Calkins
Execute an Emergency
Management Preparedness
Subject: Grant 2011-2012

Summary: The City of Pacific Police Department is responsible for the Emergency Operations Center (EOC) for the City and outfitting said facility with necessary equipment.

Recommendation: Move to the November 13, 2012, regular meeting for approval and action.

Budget Impact: No Negative Budget Impact-

Alternatives: Deny the Resolution and do not accept would put the City in non-compliance with EMPG funding already approved and said contract agreed upon in 2011 under former Mayor Richard Hildreth.

Motion for Consideration: I move to adopt Resolution No. 12-1211, authorizing the Mayor to Execute an Emergency Management Preparedness Grant 2011-2012.

Attachments: Copy of 2011- EMPG/ Copy of New Contract E13-043 combining 2011-2012 funding into one collective grant packet.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 12-1211

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING
THE MAYOR TO EXECUTE AN EMERGENCY MANAGEMENT
PREPAREDNESS GRANT 2011-2012**

WHEREAS, the City of Pacific Police Department has been offered an EMD Grant for an electronic reader board and HAM Radio Beginning System, to assist in Emergency Communications within cities EOC;

**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 EMD Grant in the amount of \$22,010.00 for the purchase of one Electronic Reader Board and HAM Radio Base Station Setup.

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
13TH DAY OF NOVEMBER 2012.**

CITY OF PACIFIC

CY SUN, MAYOR

ATTEST/AUTHENTICATED:

Patricia J. Kirkpatrick, MMC, City Clerk

APPROVED AS TO FORM:

KENYON LUCE, CITY ATTORNEY

Memo

To: Council Members
From: Stephanie Shook
CC:
Date: 15 October 2012
Re: Emergency Management Preparedness Grant 2011-2012

Respectfully please find attached an explanation of purchases to be made: Electronic Reader Board Sign (LED) wired into pre-existing generator with dedicated power source. HAM Radio Base Station and beginning setup to include 8 Handheld HAM Radios-

The City was awarded \$10,993 for Fiscal Year 2011- of which no funds were spent and no reporting back was done to the Department of Emergency Management (DEM) They were unaware of the departure of Jay Bennett from our city and also were unable to reach Chief Calkins by e-mail and were unaware of his absence as well.

July 2012- I was contacted by DEM as my name was the last name remaining on the staff flow chart. I was asked if I was going to spend and report back on the above amount. I spoke with Lt. Massey who was the acting Chief at the time stated I could work on the grant if I wished. I worked with Olivia Hollowwa to not only complete the paperwork on the 2011 grant funds but also the 2012 funds available \$11,017- DEM was kind enough to accept my proposal and rolled both years funding into one grant in the amount of \$22,010 and approved the time line and suggested goals I made to complete and spend the prior year's award funds and to secure this year's funding. With their help I was able to restore the 2011 grant funds and to secure the 2012 monies even though the application period had ended.

This is a brief history behind the EMPG and what has occurred- I hope that you will support our agency in the plans and move forward with accepting the corresponding Resolution.

Sincerely,

Stephanie Shook
Records Specialist/PIO
Pacific Police Department

EMPG PROJECT PROPOSAL

CITY OF PACIFIC



The citizens look to the Police Department for providing essential emergency communications prior, during and following an activation of any type. When the city activates our EOC especially during flood season with the shortage of staff personnel compounded with the fact that we are spread out amongst the various city buildings- citizens will turn to us for information and we are not always accessible. The Lieutenant went door to door last year handing out critical information to our vulnerable populations and completely skinned all of his knuckles knocking on so many doors. We realized that there must be an easier way to convey and communicate essential messages with our citizens and that we could not rely on reverse 911 or technology when power was lost for days at a time... Many walked to the Police Station or to City Hall. The electronic reader board would have been so beneficial at that time and here is why:

The Reader Board is-

- Visible from both sides- displays the message clearly and in larger text (great for those visually impaired)
- LED lights are energy efficient the sign as a whole utilizes less energy than a mini-refrigerator to keep it operational and bright. Due to the lack of power needed the sign could be easily incorporated into our buildings generator to allow for continuous use in an emergent situation.

✓ Visibility and Efficiency

We will be utilizing Stewart Sign Company- if approved to proceed with this plan:

- They Offer GSA Pricing-
- Flexibility in Design to Accommodate Cost-
- They have an excellent reputation in both the public and private sector for repair, maintenance, installation assistance and assisting in finding a reputable electrician for wiring needs.

✓ Vendor Selection

The cost of the sign itself is \$12,313.00

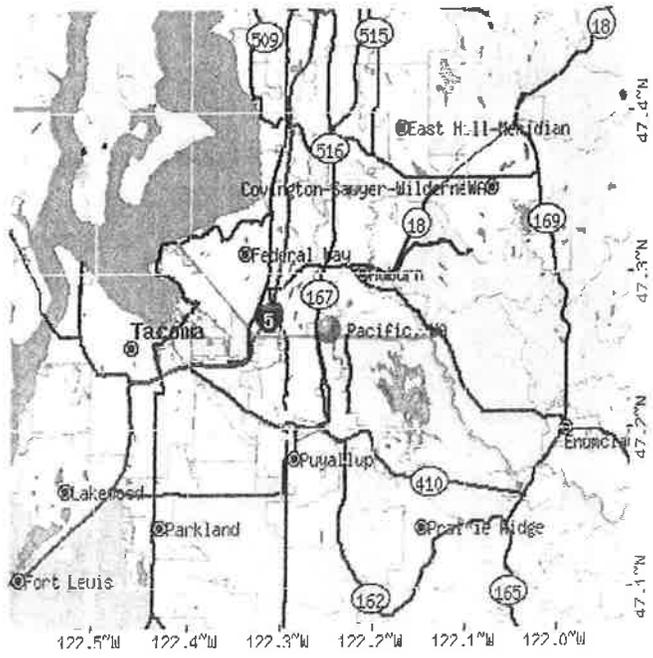
The electrical setup for the sign and installation (cement posts, minor excavation and) \$1'485.80

Total- \$13,798.80

✓ Cost

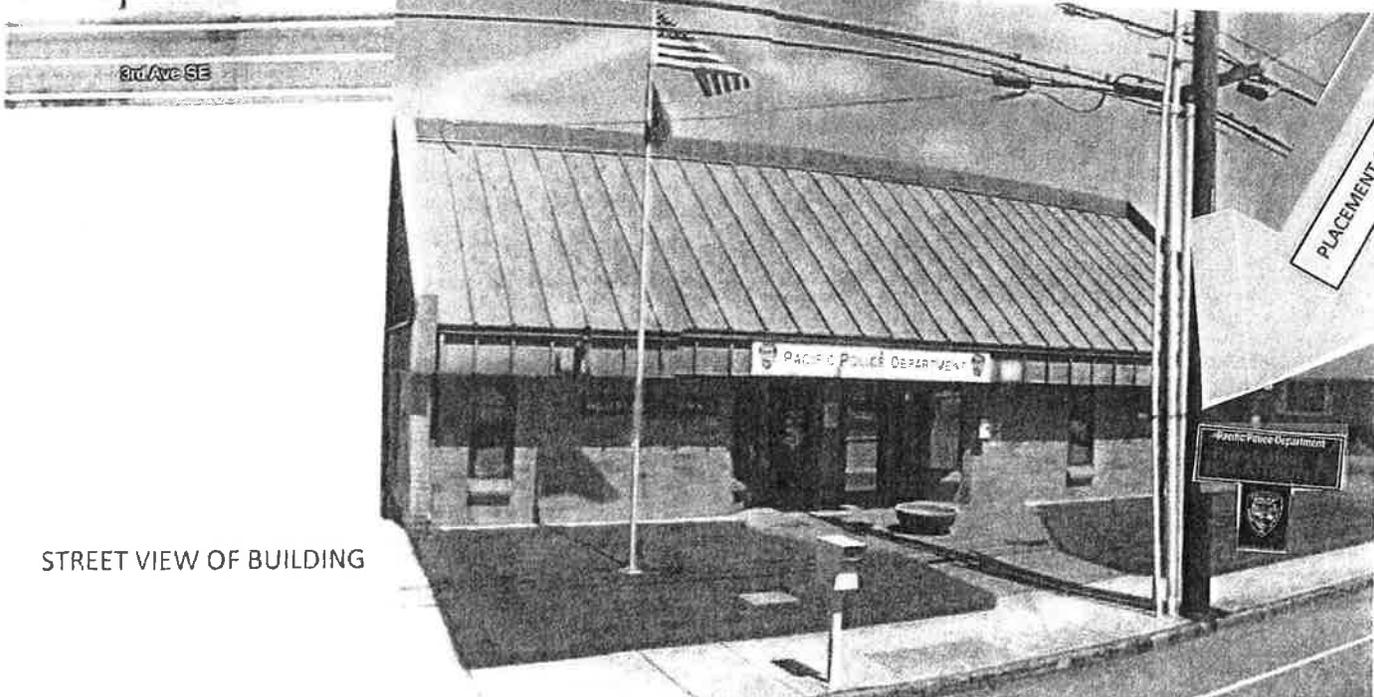
<p>✓ Time Line...</p>	<p>Step 1: Complete the Action Plan (October 2012) Step 2: Submit EAR and EHP and await approval (6-8 weeks) Step 3: Make purchase (design to build and completion takes 6 weeks) Step 4: Installation- (2 days) Project Complete- Estimated Completion to be end of February 2012</p>
<p>HAM RADIOS</p>	<p>During our last activation we were short on any radios and the ability to communicate with one another was limited. Cell phones had little to no reception, land lines were down except for within the EOC/PD building, We opened up TAC Channels with dispatch for Public Works to Communicate with Police Staff from handheld radios- battery were draining it was a communication battle to say the least. Auburn EOC utilizes HAM Radio and has many volunteers who can communicate various needs by HAM Radio to appropriate personnel within their EOC. We would like to work with their HAMS to develop our own program. Currently three staff members in the PD are certified HAM Radio Techs</p>
<p>✓ Vendor Selection</p>	<p>We will be working with the City of Auburn and their Volunteer Ham Coordinator to ensure our system will be collaborative with theirs and that our radios will function in cohesion with theirs are well- we have a volunteer who will be assisting us in assembling our base station and necessary antenna system, we had some cables that were purchased for other needs that can be reallocated for this system as well for a cost savings.</p>
<p>✓ Cost</p>	<ul style="list-style-type: none"> • Beginning Setup/Base Station- \$5,500.00 • HAM Radios- \$2,000.00 • Cabling- \$711.20
<p>✓ Time Frame...</p>	<p>Step 1: Complete the Action Plan (October 2012) Step 2: Submit EAR and EHP and await approval (6-8 weeks) Step 3: Make purchase Step 4: Installation Project Complete- Estimated Completion to be end of January 2012</p>

LATITUDE 47.26 N, LONGITUDE 122.25 W

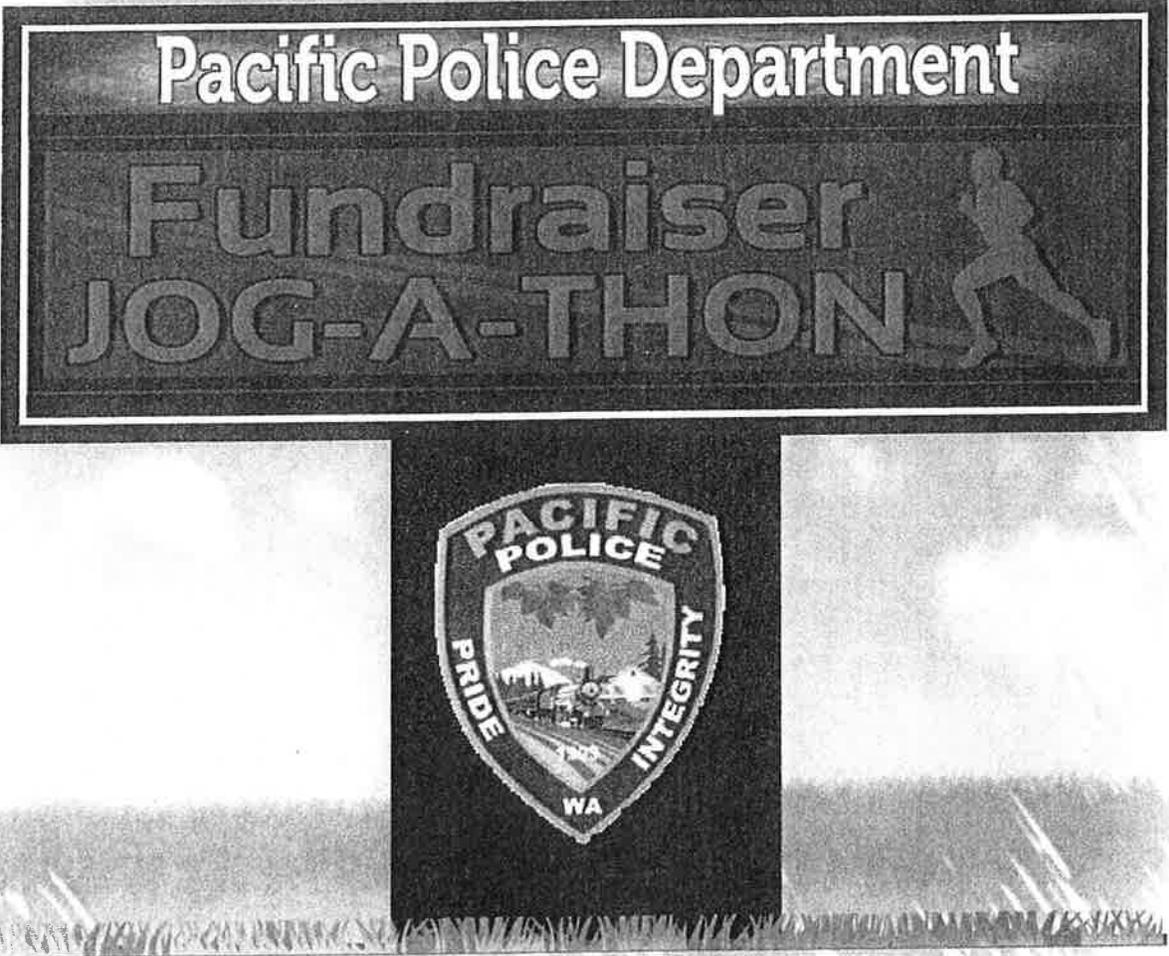


CITY OF PACIFIC POLICE DEPARTMENT PROPOSAL

AERIAL VIEW OF BUILDING



STREET VIEW OF BUILDING



TekStar 20mm 24x112 3'x8'

Cabinet: 3' x 8'
Mount: Pedestal

Cabinet Color: Black
Face Color: Black
Line Color: White

Font: Museo 700
Logos: 7617661_Blue, policepatchsmall

Stewart
AMERICA'S PREMIER SIGN COMPANY
1-800-237-3928

ORIGINAL DESIGN DO NOT DUPLICATE
DUE TO THE PHYSICAL LIMITATIONS OF THE PAPER AND INK BASED PRINTING PROCESS THIS CUSTOM
ARTWORK IS NOT INTENDED TO PROVIDE AN EXACT MATCH BETWEEN INK, VINYL, PAINT, OR LED COLOR.
ARTIST'S RENDITION OF BRICKWORK, MASONRY AND LANDSCAPING IS NOT INCLUDED IN THE PROPOSAL.
ALL MEASUREMENTS SHOWN ARE APPROXIMATIONS. DIMENSIONS OF FINAL PRODUCT MAY VARY.
APPROVED AS SHOWN.
X _____ DATE _____ 1 _____
APPROVED WITH LISTED CHANGES _____ 2 _____
X _____ DATE _____ 3 _____

Sketch #116344 Customer #3025895
9/27/2012 kpope -PROPOSAL-

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME <i>J.M. Stewart Corporation</i>		Doing business as (DBA) _____	
ADDRESS <i>2201 Cantle Court #215 Sarasota FL 34232</i>	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI) _____	Federal Employer Tax Identification #: <i>63-1287054</i>
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: *M. Kyle Pope*Date: *10-15-2012*Print Name and Title: *M. Kyle Pope*

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	DATE SUBMITTED 15 OCTOBER 2012
PROJECT DESCRIPTION PLACEMENT OF ELECTRONIC READER BOARD	CONTRACT NUMBER E13-043

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	CHIEF JOHN T. CALKINS	CHIEF OF POLICE, EMERGENCY MANAGER

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	CY SUN	MAYOR

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	BETTY GARRISON	INTERIM CITY TREASURER

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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.
² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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

1. Sub-grantee Name and Address: City of Pacific 133 3rd Ave SE Pacific, WA 98047-1336		2. Grant Agreement Amount: \$22,010		3. Grant Agreement Number: E13-043	
4. Sub-grantee Contact, phone number: Stephanie Shook, (253) 929-1158		5. Grant Agreement Start Date: June 1, 2012		6. Grant Agreement End Date: August 31, 2013	
7. Department Program Manager, phone no: Sierra Wardell, (253) 512-7121		8. Data Universal Numbering System (DUNS): 22828735		9. UBI # (state revenue): 179-000203	
10. Funding Authority: Washington State Military Department (the "DEPARTMENT") / the U.S. Department of Homeland Security (DHS)					
11. Federal Funding Source Agreement #: EMW-2012-EP-00071		12. Department Funding Code (PI): 723PT	13. Catalog of Federal Domestic Assistance (CFDA) # & Title: 97.042 EMPG		14. TIN: 91-6001483
15. Service Districts: (BY LEGISLATIVE DISTRICT): 30 (BY CONGRESSIONAL DISTRICT): 9		16. Service Area by County(ies): 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 checked="" 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) Emergency Management Performance Grant (EMPG) funds to local jurisdictions and tribes with emergency management programs to support and enhance those programs as described in the Work Plan.					
IN WITNESS WHEREOF, the Department and Sub-Grantee acknowledge and accept the terms of this Grant Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Grant Agreement as of the date and year written below. This Grant Agreement Face Sheet; Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Work Plan (Exhibit C); Milestone Timeline (Exhibit D); Budget Sheet (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 Dan Swisher, Chief Financial Officer Emergency Management Division Washington State Military Department			_____ Signature John T. Calkins Chief of Police		
_____ Date			_____ Date		
BOILERPLATE APPROVED AS TO FORM: Brian E. Buchholz, (Signature on file) 7/25/2011 Assistant Attorney General			APPROVED AS TO FORM (if applicable): _____ Applicant's Legal Review Date		

Form 10/27/00 kdb

SPECIAL TERMS AND CONDITIONS

ARTICLE I -- KEY PERSONNEL

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

SUB-GRANTEE		MILITARY DEPARTMENT	
Name	John T. Calkins	Name	Sierra Wardell
Title	Chief of Police	Title	EMPG Program Manager
E-Mail	jcalkins@ci.pacific.wa.us	E-Mail	sierra.wardell@mil.wa.gov
Phone	253-929-1130	Phone	253-512-7121
Name	Stephanie Shook	Name	Gary Stumph
Title	Police PIO	Title	EMPG Program Coordinator
E-Mail	sshook@ci.pacific.wa.us	E-Mail	gary.stumph@mil.wa.gov
Phone	253-929-1158	Phone	253- 512-7483
Name		Name	Olivia Hollowwa
Title		Title	EMPG Program Coordinator
E-Mail		E-Mail	olivia.hollowwa@mil.wa.gov
Phone		Phone	253-512-7149

ARTICLE II -- ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

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

1. Administrative Requirements: 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; Office of Management and Budget (OMB) Circular A-102, Grants and Cooperative Agreements with State and Local Governments; 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (formerly OMB Circular A-110).
2. Cost Principles: 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (formerly OMB Circular A-87); 2 CFR Part 220, Cost Principles for Educational Institutions (formerly OMB Circular A-21); 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122); OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations; and 48 CFR Part 31, §31.2, Federal Acquisitions Regulations (FAR), Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
3. Grant funds will not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. The Sub-grantee, upon written request by the Department, DHS or FEMA, shall demonstrate through supporting records and documentation that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.
4. Duplication of Benefits: There may not be a duplication of any Federal assistance by governmental entities per 2 CFR Part 225, Appendix A, Basic Guidelines, Section C.3 (c), which states: "Any cost allocable to a particular Federal award or cost objective under the principles provided for in 2 CFR Part 225 may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the Federal awards, or for other reasons." However, this prohibition would not preclude governmental units from shifting costs that are allowable under two or more awards in accordance with

existing program agreements. Non-governmental entities are also subject to this prohibition per 2 CFR Parts 220 and 230 and 48 CFR Part 31.2.

5. The Sub-grantee shall comply with all applicable federal laws, regulations and guidance referenced in the "FY 2012 Emergency Management Performance Grants (EMPG) Program Funding Opportunity Announcement (FOA)", which can be found at <http://www.fema.gov/government/grant/empg/> and are hereby incorporated in and made a part of this Agreement.
6. The Sub-grantee shall comply with the **Federal Funding Accountability and Transparency Act** (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and Attachment #1 attached to and made a part of this Agreement.

ARTICLE III – REIMBURSEMENT/INVOICING PROCEDURES

1. This is a fixed price, reimbursement Grant Agreement. Within the total Grant Agreement amount, travel, sub-contracts, salaries and wages, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Grant Agreement. Any travel or subsistence reimbursement allowed under the Grant Agreement shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, but shall not exceed federal maximum rates set forth at <http://www.gsa.gov> without prior written approval by Department key personnel.
2. Receipts and/or backup documentation for any approved budget line items including travel related expenses that are authorized under this Grant Agreement must be maintained by the Sub-grantee and be made available upon request by the Department, and local, state, or federal auditors.
3. The Sub-grantee will submit reimbursement requests to the Department by submitting a signed A-19 Invoice form and a completed reimbursement spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests shall be submitted to the Department's key personnel and must be submitted no more frequently than monthly; and it is **required that invoices be submitted at least bi-annually**.
4. All work under this Agreement must end on or before the Agreement End Date, and the final reimbursement request must be submitted to the Department within 45 days after the Agreement End Date. The maximum amount of all reimbursement requests permitted to be submitted under this Grant Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement amount.
5. No equipment or supply costs will be reimbursed until the related equipment/supplies have been received by the Sub-grantee and invoiced by the vendor.
6. Requests for reimbursement of equipment purchases must include a copy of the **vendor's invoice and packing slip** 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".
7. Failure to timely submit complete reports as required by this Agreement (including but not limited to those reports in the Milestone Timeline and the Work Plan) will prohibit the Sub-grantee from being reimbursed until such complete reports are submitted and the Department has had reasonable time to conduct its review.
8. Final reimbursement requests will not be approved for payment if the Sub-grantee is not current with all reporting requirements contained in this Agreement.

ARTICLE IV – REPORTING REQUIREMENTS

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

ARTICLE V – EQUIPMENT MANAGEMENT

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

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

9. As recipient of federal funds the Sub-grantee must pass on equipment management requirements that meet or exceed the requirements outlined above for all sub-contractors, consultants, and sub-grantees who receive pass-through funding from this Grant Agreement.
10. All equipment is required to be on the Authorized Equipment List located at the Responder Knowledge Base (<http://www.rkb.us/>). No reimbursement for equipment costs will occur until the appropriate approvals have been obtained.

ARTICLE VI – ENVIRONMENTAL AND HISTORICAL PRESERVATION

1. The Sub-grantee shall ensure full compliance with FEMA's Environmental and Historic Preservation (EHP) Program. Information about these requirements is located on <http://www.fema.gov/plan/ehp/ehp-applicant-help.shtm>.
2. The Sub-grantee agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The Sub-grantee is advised that any project or expenditure with the potential to impact natural or biological resources or historic properties, including but not limited to, communication towers, physical security enhancements, new construction, renovation, or modification to buildings or structures, cannot be initiated until FEMA has completed the required EHP review. Projects implemented prior to receiving EHP approval from FEMA risk de-obligation of funds.

ARTICLE VII – PROCUREMENT

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

ARTICLE VIII – SUB-GRANTEE MONITORING

1. The Department will monitor the activities of the Sub-grantee from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
2. Monitoring activities may include, but are not limited to:
 - a. review of performance reports;
 - b. monitor and document the completion of Grant Agreement deliverables;
 - c. documentation of phone calls, meetings, e-mails and correspondence;
 - d. review of reimbursement requests and supporting documentation to ensure allowability and consistency with Grant Agreement budget and federal requirements;
 - e. observation and documentation of Grant Agreement related activities, such as exercises, training, funded events and equipment demonstrations;
 - f. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
3. As a sub-recipient of federal funds, the Sub-grantee is required to meet or exceed the monitoring activities, as outlined above, for all sub-contractors, consultants, and sub-recipients who receive pass-through funding from this Agreement.

ARTICLE IX – GRANT AGREEMENT MODIFICATION REQUESTS

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

ARTICLE X – NIMS COMPLIANCY

1. The Sub-grantee agrees that in order to receive Federal Fiscal Year 2012 (FFY12) federal preparedness funding, to include EMPG, the National Incident Management System (NIMS) compliance requirements for 2012 must be met.
2. In accordance with Homeland Security Presidential Directive (HSPD)-5, *Management of Domestic Incidents*, the adoption of the National Incident Management System (NIMS) is a requirement to receive Federal preparedness assistance, through grants, contracts, and other activities. The NIMS provides a consistent nationwide template to enable all levels of government, Tribal nations, nongovernmental organizations including voluntary organizations, and private sector partners to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity.
3. All local government and Tribal nation sub-grantees should update their respective NIMS Compliance Assistance Support Tool (NIMSCAST) assessments and, if necessary, submit a Corrective Action Plan via NIMSCAST for FFY11. Corrective Action Plans are only required if a jurisdiction fails to meet one of the NIMS implementation activities. Comprehensive information concerning NIMS implementation for States, Tribal nations, local governments, nongovernmental organizations, and the private sector is available through the National Integration Center (NIC) at FEMA's NIMS Resource Center at <http://www.fema.gov/emergency/nims>.
4. Local governments and tribal nations should continue to implement NIMS training guidance (course curricula and instructor qualifications) contained in the *Five-Year NIMS Training Plan*, released in February 2008 and any successor guidance released by FEMA. [Note: Coursework and training developed and/or delivered by National Wildfire Coordinating Group (NWCG) meet the course and instructor requirements of the *Five-Year NIMS Training Plan*]. NIMS training guidance is available on FEMA's NIMS Resource Center at <http://www.fema.gov/emergency/nims/NIMSTrainingCourses.shtm>.

ARTICLE XI – EMPG SPECIFIC REQUIREMENTS

1. The Washington State Military Department Emergency Management Division (EMD) receives grant funding each year from the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) through the Emergency Management Performance Grant (EMPG) Program. The funding assists state and local governments enhance and sustain all-hazards emergency management capabilities as authorized by Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288, as amended, 42 U.S.C. 5121-5207).
2. A portion of the FFY12 EMPG grant has been identified by the state to be passed through to local jurisdictions and tribes that have emergency management programs to supplement their local/tribal operating budgets. Each jurisdiction or tribe that applied and met the qualifications specified in WAC 118-09 regarding emergency management assistance funds was awarded a sub-grant based on the size of their agency's emergency management operating budget. Funds are used by local jurisdictions and tribes to enhance their emergency management capability.
3. Funds are provided by DHS/FEMA solely for the use of supporting emergency management programs as provided by the EMPG Program. The Sub-grantee shall use the funds to perform tasks as described in the Work Plan of the Sub-grantee's application for funding, as approved by the Department. Funding may not be used to replace or supplant existing local or tribal government funding of emergency management programs.
4. The Sub-grantee shall provide a match of **\$22,010** of non-federal origin. Match (cost share) may be cash or in-kind. To meet matching requirements, the Sub-grantee contributions must be reasonable, allowable, allocable and necessary under the grant program and must comply with all Federal requirements and regulations, including but not limited to 2 CFR

Part 225, 2 CFR Part 215.23, and 44 CFR Part 13.24. An appropriate mechanism must be in place to capture, track and document match.

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

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

6. Exercises that are implemented with grant funds must meet the requirements of the FFY12 EMPG Program. Upon completion of the exercise, an After Action Report and an Improvement Plan must be prepared and submitted to the Department.

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

A.1 DEFINITIONS

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

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

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

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

SUB-GRANTEE required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by

the Comptroller General and the OMB Compliance Supplement. The SUB-GRANTEE-grantee has the responsibility of notifying its auditor and requesting an audit in compliance with Circular A-133, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by Circular A-133.

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

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

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

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

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

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

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

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

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

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

A.3 ADVANCE PAYMENTS PROHIBITED

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

A.4 AMENDMENTS AND MODIFICATIONS

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

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

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

A.6 ASSURANCES

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

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

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

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

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

A.8 CONFLICT OF INTEREST

No officer or employee of the DEPARTMENT; no member, officer, or employee of the SUB-GRANTEE or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the SUB-GRANTEE who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be

performed in connection with the project assisted under this Grant Agreement. The SUB-GRANTEE shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

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

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

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

A.10 DISCLOSURE

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

A.11 DISPUTES

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

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

A.12 LEGAL RELATIONS

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

To the extent allowed by law, the SUB-GRANTEE, its successors or assigns, will protect, save and hold harmless the DEPARTMENT, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the SUB-GRANTEE, its sub-contractors, assigns, agents, contractors,

consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Grant Agreement.

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

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

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

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

A.13 LIMITATION OF AUTHORITY – Authorized Signature

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

A.14 LOSS OR REDUCTION OF FUNDING

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

A.15 NONASSIGNABILITY

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

A.16 NONDISCRIMINATION

The SUB-GRANTEE shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be

denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Grant Agreement.

A.17 NOTICES

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

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

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

A.19 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

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

A.20 POLITICAL ACTIVITY

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

A.21 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

A.22 PUBLICITY

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

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

A.23 RECAPTURE PROVISION

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

A.24 RECORDS

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

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

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

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

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

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

A.26 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

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

A.27 SEVERABILITY

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

A.28 SUB-CONTRACTING

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

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

A.29 SUB-GRANTEE NOT EMPLOYEE

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

It is understood that if the SUB-GRANTEE is another state department, state agency, state university, state college, state community college, state board, or state

commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Grant Agreement.

A.30 TAXES, FEES AND LICENSES

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

A.31 TERMINATION FOR CONVENIENCE

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

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

A.32 TERMINATION OR SUSPENSION FOR CAUSE

In the event the 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.

ACTIVITY #	2012 Emergency Management Program Workplan	
	Agency: City of Pacific	
<p>Required Activities for EMPG eligibility The purpose of EMPG is to assist with the enhancement, sustainment and improvement of state, local, and tribal emergency management programs. Activities conducted using EMPG funding should relate directly to the four elements of emergency management: prevention; protection; response; and recovery. Washington State does not require a specific number of activities to receive EMPG funding, however, there are required capabilities that must be conducted in order to remain eligible for EMPG funding, including the ability to communicate and warn, educate the public, train and exercise, plan and be NIMS compliant</p>		
1	Emergency Management Function	Communications and Warning
	<p>General Plan for 2012 Calendar Year: Purchase and install LED Reader Board for exterior of Police Department building which houses the EOC to communicate essential information and messages to the public during emergencies.</p>	
2	Emergency Management Function	Communications and Warning
	<p>General Plan for 2012 Calendar Year: Purchase HAM Radios to ensure critical information can be communicated during emergencies when other means of communication is hindered.</p>	

MILESTONE TIMELINE**FFY11 Emergency Management Performance Grant Program**

MILESTONE	TASK
June 1, 2012	Start of Grant Agreement performance period.
August 31, 2013	End of grant performance period.
October 15, 2013	Submit all final reports, requests for reimbursement and/or deliverables.

Budget Sheet
FFY12 Emergency Management Performance Grant Program

Category	Amount
Salaries and Benefits	\$
In-Direct Costs	\$
Travel	\$
Equipment	\$22,010
Supplies	\$
Telephones	\$
IT	\$
Printing	\$
Janitorial / Maintenance	\$
Subcontractor	\$
Other	\$
FFY12 EMPG Award	\$22,010

- The **City of Pacific's** award is based on the FFY11 allocation factor of **18.1%** of approved local/tribal emergency management operating budgets.
- **The City of Pacific** will provide a match of 50% (**\$22,010**) of the total project cost of non-federal origin.
- A total of 5% of this award can be used to pay for management and administration of this contract.
- Cumulative changes to budget categories in excess of 10% of the contract award will not be reimbursed without prior written authorization from the Department.
- This award will not be used to supplant the existing local/tribal funds identified above. The Department's Reimbursement Spreadsheet will accompany each reimbursement request submitted.
- The Contractor agrees to make all records available to Military Department staff, upon request.

Funding Source: U.S. Department of Homeland Security - PI# 723PT – 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 contract (subaward) is supported by federal funds, requiring compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act) and Office of Management and Budget Guidance (OMB). Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note). By entering into this contract, contractor agrees to provide all applicable reporting information to the Washington Military Department (WMD) required by FFATA and OMB Guidance.

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

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

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

1. Data about your organization will be provided to USASpending.gov by the WMD or by the Federal Contractor Registry (CCR). CCR is a government wide registration system for organizations that do business with the Federal Government. CCR stores information about awardees including financial account

information for payment purposes and a link to D&B for maintaining current DUNS information, www.ccr.gov. WMD encourages CCR registration and annual renewal by your organization to minimize unnecessary data entry and re-entry required by both WMD and your organization. It will also reduce the potential of inconsistent or inaccurate data entry.

2. Your organization must have a Data Universal Numbering System (DUNS) number obtained from the firm Dun and Bradstreet (D&B) (www.dnb.com). A DUNS number provides a method to verify data about your organization. D&B is responsible for maintaining unique identifiers and organizational linkages on behalf of the Federal Government for organizations receiving Federal assistance.

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

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

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

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

WORKSHEET

Subrecipient Agency: _____				
Grant and Year: _____			Agreement Number: _____	
Completed by: _____				
Name	Title	Telephone		
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/>

Agenda Item Cover Sheet

Agenda Item No. Business Item 8E Meeting Date: November 13, 2012
Adoption of Resolution No. 12-
1212, Authorizing the Surplus
of Old Computers and
Computer Accessories
Previously Used by the Finance
Department Prepared by: Betty J. Garrison, CPFA
Finance Director

Summary: An inventory of broken computer equipment was taken. The request is to surplus the equipment and removes it from the Finance Department, as the equipment has outlived its useful life.

Recommendation: Adopt Resolution No. 12-1212 allowing the Finance Department to surplus computer equipment that has served its useful life.

Motion for Consideration: I move to adopt Resolution No. 12-1212, Authorizing the Surplus of Old Computers and Computer Accessories Previously Used by the Finance Department.

Attachments: Resolution No. 12-1212

CITY OF PACIFIC
WASHINGTON

RESOLUTION NO. 12-1212

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON
AUTHORIZING THE SURPLUS OF OLD COMPUTERS AND COMPUTER
ACCESSORIES PREVIOUSLY USED BY THE FINANCE DEPARTMENT**

WHEREAS, the Finance Department did purchase computers and accessories as needed; and

WHEREAS, the computers were used until such time as they were not in working condition; and

WHEREAS, the computers have been replaced and are of no value to the City,

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

Section 1. The Pacific City Council hereby authorizes the surplus of computers and computer accessories as described in Exhibit A to this Resolution.

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 13TH DAY
OF NOVEMBER, 2012.**

CITY OF PACIFIC

Cy Sun, Mayor

Attest:

Patricia J. Kirkpatrick, MMC, City Clerk

Approved as to form:

Kenyon Luce, City Attorney

City of Pacific

Surplus Equipment

Description	Brand	Model #	Pacific Equip #	Serial #	Condition
CPU	ISUS		02012 Finance 7	104065	Broken
	ISUS		02018 PubWorks 1	76816	Broken
			02042 Mayor 2	133970	Broken
Monitor	View Sonic		02013	P210522Y1176	Broken
Mouse		PN X03-48591		9111101-00000	Dead
Ethernet Print Server	Dlink	DP=300U		BAIPI39003676	Obsolete
Receipt Printer	Axiohm			5K00E139201	Obsolete
Keyboard	Microsoft Keytronic	KC0405		7619803181033 Q984514955	Dead Dead
Calculator	Texas Instument Sharp	TI5045SV VX26582H		880311T-0695C 50039726	Broken Broken
Telephone	NEC			18609323A1	Obsolete
Misc. Cords & Cables					

Finance Department October 2012