

CHEHALIS CITY COUNCIL AGENDA
 CITY HALL
 350 N MARKET BLVD | CHEHALIS, WA 98532

Anthony E. Ketchum, Sr., District 3 Mayor		
Jerry Lord, District 1		Kate McDougall, Position at Large No. 1
Daryl J. Lund, District 2		Kevin Carns, Position at Large No. 2
Dr. Isaac S. Pope, District 4		Robert J. Spahr, Mayor Pro Tem, Position at Large No. 3

Regular Meeting of Monday, April 24, 2023

5:00 pm

To access this meeting via Zoom:

Meeting ID: 834 4212 6653

Pass Code: 674890

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| <ol style="list-style-type: none"> 1. <u>Call to Order</u> (Mayor Ketchum) 2. <u>Pledge of Allegiance</u> (Mayor Ketchum) 3. <u>Approval of Agenda</u> (Mayor Ketchum) |
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PRESENTATIONS/PROCLAMATIONS
4. <u>Chehalis Timberland Library</u> (Muriel Wheatley)

CONSENT CALENDAR	ADMINISTRATION RECOMMENDATION	PAGE
5. <u>Minutes of the Regular Meeting April 10, 2023</u> (City Clerk)	APPROVE	1
6. <u>Vouchers and Transfers- Accounts Payable in the Amount of \$358,893.94</u> (Finance Director)	APPROVE	5
7. <u>Resolution No. 08-2023, Authorizing the City Manager to sign the Washington State Military Department Public Assistance Grant Agreement</u> (Building and Planning Manager)	APPROVE	7
8. <u>Resolution No. 09-2023, Authorizing a Sole Source Purchase- Lenslock Body Cameras</u> (Police Chief)	APPROVE	49

PUBLIC HEARINGS	ADMINISTRATION RECOMMENDATION	PAGE

CITIZENS BUSINESS (PUBLIC COMMENT)
<p>Individuals wishing to provide public comments in general and on agenda items should submit comments by 4:00 pm on the day of the meeting. All comments received will be acknowledged by the Mayor under Citizens Business of this meeting agenda. Please use the following form to submit comments – https://www.ci.chehalis.wa.us/contact. If you do not have computer access or would prefer to submit a comment verbally, please contact City Clerk Kassi Mackie at 360-345-1042 or at kmackie@ci.chehalis.wa.us. Public comments will be limited to five (5) minutes.</p>

UNFINISHED BUSINESS	ADMINISTRATION RECOMMENDATION	PAGE

NEW BUSINESS	ADMINISTRATION RECOMMENDATION	PAGE
9. <u>Chehalis Centralia Railroad & Museum Proposal to Partner with the Mount Rainier Scenic Railroad</u> (City Manager)	APPROVE	59
10. <u>Contract Award: Greenwood Water Main Project Engineering</u> (Public Works Director)	APPROVE	73

ADMINISTRATION AND CITY COUNCIL REPORTS	ADMINISTRATION RECOMMENDATION	PAGE
<u>Administration Reports</u> <ul style="list-style-type: none"> • City Manager Update 	INFORMATION ONLY	---
<u>Councilor Reports/Committee Updates</u> (City Council)		

EXECUTIVE SESSION

THE CITY COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA.

NEXT REGULAR CITY COUNCIL MEETINGS

MONDAY, MAY 08, 2023-5:00 P.M.

MONDAY, MAY 22, 2023- 5:00 P.M.

Chehalis City Council
Regular Meeting Minutes
April 10, 2023
5:00 p.m.

Council Present: Mayor Ketchum, Councilmember McDougall, Councilmember Spahr, Councilmember Lord, Councilmember Carns, and Councilmember Lund

Council Absent: Councilor Pope

Staff Present: Jill Anderson, City Manager; Kassi Mackie, City Clerk; Kevin Nelson, City Attorney; Susan Stayner, Administrative Assistant to the City Manager; Cassie Frazier, Airport Administrative Assistant; Chun Saul, Finance Director; Jud Riddle, Streets Supervisor; Lilly Wall, Parks and Recreation Director; Justin Phelps, Wastewater Superintendent; Celest Wilder, Engineering Tech II; Tammy Baraconi, Building and Planning Manager; Tedd Hendershot, Fire Chief; Randy Kaut, Police Chief

Press Present: Owen Sexton, The Chronicle

1. **Call to Order:**
Mayor Ketchum called the meeting to order at 5:02 p.m.
2. **Pledge of Allegiance**
Councilor Spahr led the flag salute.
3. **Approval of Agenda**
The agenda was amended to add the recognition of Jud Riddle, and to remove the executive sessions.

A motion was made by Councilmember Spahr, seconded by Councilmember Lund, to approve the agenda as amended. Motion carried unanimously.

PRESENTATIONS

4. **Recognition of Chief Hendershot**
Mayor Ketchum presented a plaque to Chief Hendershot recognizing his years of service as the Fire Chief.
5. **Recognition of Jud Riddle**
Mayor Ketchum presented a plaque to Jud Riddle recognizing his years of service to the City of Chehalis.
6. ~~**Youth Advocacy Center Presentation**~~

CONSENT CALENDAR

7. **Minutes of the Regular City Council Meeting of March 27, 2023** (City Clerk)
8. **Vouchers and Transfers- Accounts Payable in the Amount of \$471,080.45** (Finance Director)

9. **Vouchers and Transfers- Payroll in the Amount of \$940,546.61** (Finance Director)
10. **Project Completion- NW Pacific Avenue Road Reconstruction Project** (Public Works Director)
11. **Project Completion- Recreation Park Fence and Drainage Project** (Public Works Director)
12. **Contract Award- Shaw Aquatics Center Gutter Grating Replacement** (Facilities Manager)
13. **Contract Award- Bishop Road Loop Project Engineering** (Public Works Director)
14. **Contract Award- Trail King Tilt Deck Trailer Purchase** (Public Works Director)
15. **Contract Award- Kubota KX057 Excavator** (Public Works Director)

A motion was duly made and passed approving the remaining items on the Consent Calendar as though acted on individually.

CITIZENS BUSINESS

None

UNFINISHED BUSINESS

None

NEW BUSINESS

16. **Resolution No. 05-2023, Updating the City of Chehalis Shoreline Master Plan** (Building and Planning Manager)

Building and Planning Manager Tammy Baraconi presented.

A motion was made by Councilmember Spahr, seconded by Councilmember Lund, to approve Resolution No. 05-2023. Motion carried unanimously.

17. **Resolution No. 07-2023, Update to the Schedule of Fees and Charges Adding a Fee in Lieu of Charge for Compensatory Flood Storage** (Building and Planning Manager)

A motion was made by Councilmember Spahr, seconded by Councilmember Lord, to approve Resolution No. 07-2023. Motion carried unanimously.

18. **Consultant Services Agreement for Evaluation of Water, Wastewater, and Stormwater Utility Rate and Capital Facility Charges** (Public Works Director)

Wastewater Superintendent Justin Phelps presented.

A motion was made by Councilmember Spahr, seconded by Councilmember McDougall, to authorize the City Manager to execute the agreement with FCS Group for the water, wastewater, and stormwater study in the amount of \$61,470. Motion carried unanimously.

ADMINISTRATION AND CITY COUNCIL REPORTS

City Manager Update

City Manager Anderson noted that Experience Chehalis will be hosting a Community Clean-up Event for Earth Day.

Building and Planning Manager Tammy Baraconi presented on the housing and population reports reviewed by members of the Planned Growth Committee.

Councilor Reports/Committee Updates

Councilor McDougall reported attendance at the Public Health and Social Services Meeting, thanked staff for the tour of the City facilities, mentioned the upcoming Bigfoot Event at McFilers, and the Prevention Coalition letter for Council review and the Mayor’s signature.

EXECUTIVE SESSION

~~42.30.110(1)(c) – Sale/Lease of Real Estate~~

~~42.30.110(1)(i) – Litigation/Potential Litigation~~

ADJOURNMENT

Mayor Ketchum adjourned the meeting at 5:59 p.m.

Anthony Ketchum, Sr., Mayor

Attest: Kassi Mackie, City Clerk

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Chun Saul, Finance Director
Clare Roberts, Accounting Tech II

MEETING OF: April 24, 2023

SUBJECT: 2023 Vouchers and Transfers – Accounts Payable in the Amount of \$358,893.94.

ISSUE

City Council approval is requested for 2023 Vouchers and Transfers dated April 14, 2023.

DISCUSSION

The April 14, 2023, Claim Vouchers have been reviewed by a committee of two councilors prior to the release of payments. The administration is requesting City Council approval for Claim Vouchers including Electronic Funds Transfer Checks No. 2765 – 2808, 100 - 102 and Voucher Checks No. 136405 - 136505 in the amount of \$358,893.94 dated April 14, 2023 which included the transfer of:

- \$ 154,641.69 from the General Fund
- \$ 16,559.10 from the Street Fund
- \$ 2,243.12 from the LEOFF 1 OPEB Reserve Fund
- \$ 7,588.94 from the Automotive Equipment Reserve Fund
- \$ 77,090.24 from the Wastewater Fund
- \$ 25,348.70 from the Water Fund
- \$ 3,230.42 from the Storm & Surface Water Utility Fund
- \$ 13,105.66 from the Airport Fund
- \$ 11,803.25 from the Custodial Court Fund
- \$ 47,282.82 from the Custodial Other Agency Fund

RECOMMENDATION

It is recommended that the City Council approve the Claim Vouchers including Electronic Funds Transfer Checks No. 2765 – 2808, 100 - 102 and Voucher Checks No. 136405 - 136505 in the amount of \$358,893.94 dated April 14, 2023.

SUGGESTED MOTION

I move that the City Council approve the Claim Vouchers including Electronic Funds Transfer Checks No. 2765 – 2808, 100 - 102 and Voucher Checks No. 136405 - 136505 in the amount of \$358,893.94 dated April 14, 2023.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Tammy Baraconi, Planning and Building Manager

MEETING OF: April 24, 2023

SUBJECT: Resolution No. 08-2023 Authorizing the City Manager to sign the Washington State Military Department Public Assistance Grant Agreement.

ISSUE

In January 2022 City property received damage during a flooding event. The City has applied for reimbursement of damage from the Federal Emergency Management Agency through the Washington State Military Department.

DISCUSSION

In January of 2022 Chehalis experienced a flooding event that caused damage to homes and facilities within the Chehalis River floodplain. In March 2022, this event was classified as Federal Disaster 4650-DR-WA. The City was then able to begin the process of seeking reimbursement for damages to City facilities. The name of the program that the City can apply for funds from is the Public Assistance Grant. These funds are specifically for governments, tribes, and non-profit agencies.

The summary of the damage from the flood is as follows:

- ***Stan Headwall Park:*** Batting cages, RV sites, and playground equipment received damage. Mitigation is being proposed by the City for the RV sites that will raise the electrical boxes higher and reduce financial impacts in the future. There is also mitigation proposed for the batting cages to install a removable carpet and the beauty bark beneath the playground equipment will be replaced with pea gravel that can be hosed off after floods.
- ***Shooting Range/Public Works:*** The water and sewer lines up to the gun range were damaged from water runoff. This water runoff then continued down the hill, uprooting a tree which crashed into the top of a maintenance building.
- ***Swiftwater Rescue Boat.*** During the water rescues performed during the flood, the inflatable boat began leaking air. By the time the flood waters receded, the boat had completely collapsed in on itself.
- ***Raw Water Intake on the Chehalis River.*** The raw water intake on the Chehalis River is damaged beyond repair. The existing cribbing will need to be removed and replaced to allow for continued use.

Several of these items have cleared the local, state, and federal hurdles and been sent for final review by FEMA. Staff is hopeful we will receive final approval soon.

FISCAL IMPACT

The federal government is committed to 75% reimbursement and the state 15% reimbursement. That leaves the City with a final cost after reimbursement of 10%. Approximately 25% of the final requested amount may then be requested for administrative reimbursement.

RECOMMENDATION

It is recommended that the City Council approve Resolution No 08-2023 and authorize the City Manager to sign the contract with the Washington State Military Department for the Public Assistance Grant.

SUGGESTED MOTION

I move that the City Council approve the On-call Resolution No 08-2023 and authorize the City Manager to sign the contract with the Washington State Military Department for the Public Assistance Grant.

RESOLUTION NO. 08-2023

**A RESOLUTION OF THE CITY OF CHEHALIS, WASHINGTON,
DELEGATING SIGNING AUTHORITY
TO THE CITY MANAGER FOR A CONTRACT WITH THE
WASHINGTON STATE MILITARY DOCUMENT**

THE CITY COUNCIL OF THE CITY OF CHEHALIS, WASHINGTON, DO RESOLVE AS FOLLOWS:

WHEREAS, the City Manager has been duly appointed by the City of Chehalis in accordance with Resolution 7-2019, which includes management of Federal Emergency Management Agency and the Washington State Military Department grants; and

WHEREAS, The Federal Emergency Management Agency, in conjunction with the State, authorizes federal funding to the City of Chehalis for flood damage repairs from the January 2022 flood event; and

WHEREAS, The Code of Federal Regulations, 2 CFR 200.415(a) has been revised to ensure that final fiscal reports or vouchers requesting payment under Federal agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal Agency; and

WHEREAS, the City Manager executes all grant funding agreements and supplemental agreements; and

WHEREAS, in order to seek timely reimbursement for proper expenditures related to the Federally funded grant projects, the City of Chehalis delegates to the person appointed as the Planning and Building Manager or Finance Director, solely for the purpose of requesting Federal Grant reimbursement;

NOW, THEREFORE, BE IT RESOLVED that the City of Chehalis hereby adopts the following:

Section 1. For the purposes of requesting reimbursement for Federally funded Washington State Military Department grant, the City Manager shall be delegated authority per 2 CFR 200.415(a) to legally bind the City of Chehalis in furtherance of the intent of this resolution; and

Section 2. The person duly appointed as the Planning and Building Manager or Finance Director shall be authorized to sign all grant reimbursement vouchers for grant funded transportation projects on behalf of the City of Chehalis.

ADOPTED by the City Council of the city of Chehalis, Washington and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this *24th day of April, 2023*.

Mayor

Attest:

City Clerk

Approved as to form and content:

City Attorney

**Washington State Military Department
PUBLIC ASSISTANCE GRANT AGREEMENT FACE SHEET**

1. SUBRECIPIENT Name and Address: City of Chehalis 350 N Market Boulevard Chehalis, WA 98532		2. Grant Agreement Amount: To be determined, based upon approved project worksheets		3. Grant Number: D22-259	
4. SUBRECIPIENT, phone/email: (360) 345-2227/tbaraconi@ci.chehalis.wa.us		5. Grant Agreement Start Date: December 26, 2021		6. Grant Agreement End Date: March 29, 2026	
7. DEPARTMENT Program Manager, phone/email: Gerard Urbas, (253) 512-7402 Gary.urbas@mil.wa.gov		8. Unique Entity Identifier (UEI) :		9. UBI # (state revenue):	
10. Funding Authority: Washington State Military Department (the "DEPARTMENT"), and Federal Emergency Management Agency (FEMA)					
11. Funding Source Agreement #: FEMA-4650-DR-WA		12. Program Index # 724ZC (Federal) / 722ZE (State) / 724ZD (Admin)		13. Catalog of Federal Domestic Asst. (CFDA) # & Title: 97.036, Public Assistance	
14. Federal EIN #:					
15. Total Federal Award Amount: N/A			16. Federal Award Date: N/A		
17. Service Districts: (BY LEGISLATIVE DISTRICT): _____th (BY CONGRESSIONAL DISTRICT): _____th		18. Service Area by County(ies): Lewis		19. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
20. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. 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		
22. Contractor 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 _____			23. Contractor 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		
24. BRIEF DESCRIPTION: Presidential Disaster Declaration # FEMA-4650-DR-WA Severe Winter Storms, Snowstorms, Straight-line Winds, Flooding, Landslides, and Mudslides. To provide funds to the SUBRECIPIENT for emergency work and the repair or replacement of disaster-damaged facilities, as approved by FEMA in project worksheets describing eligible scopes of work and associated funding. The DEPARTMENT is the Recipient and Pass-through Entity of the Presidential Disaster Declaration # FEMA-4650-DR-WA Severe Winter Storms, Snowstorms, Straight-line Winds, Flooding, Landslides, and Mudslides, and FEMA State Agreement, which are incorporated by reference, and makes a subaward of Federal award funds to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT is accountable to the DEPARTMENT for use of Federal award funds provided under this Agreement and the associated matching funds.					
IN WITNESS WHEREOF, the DEPARTMENT and SUBRECIPIENT acknowledge and accept the terms of this Agreement, references and attachments hereto and have executed this Agreement as of the date and year written below. This Agreement Face Sheet, Special Terms and Conditions (Attachment 1), General Terms and Conditions (Attachment 2), Project Worksheet Sample (Attachment 3), Washington State Public Assistance Applicant Manual dated March 29, 2022 (Attachment 4), 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 Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:					
1. Applicable Federal and State Statutes and Regulations		5. Special Terms and Conditions			
2. DHS Standard Terms and Conditions		6. General Terms and Conditions, and,			
3. Presidential Declaration, FEMA State Agreement, and other Documents		7. Other provisions of the contract incorporated by reference.			
4. Statement of Work and/or Project Description as outlined in FEMA approved Project Worksheet(s)					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:		
Signature _____ Date _____ Stacey McClain, Governor's Authorized Representative Washington State Military Department			Signature _____ Date _____ print or type name: _____		
APPROVED AS TO FORM: Dierk Meierbachtol (signature on file) 6/9/2022 Assistant Attorney General			APPROVED AS TO FORM: _____ SUBRECIPIENT's Attorney Date _____		

**Washington State Military Department
SPECIAL TERMS AND CONDITIONS**

ARTICLE I – KEY PERSONNEL

The individuals listed below shall be considered key personnel and point of contact. Any substitution by either party must be submitted in writing.

SUBRECIPIENT		MILITARY DEPARTMENT	
Name		Name	Gerard Urbas
Title		Title	Deputy State Coordinating Officer Public Assistance
E-Mail		E-Mail	gary.urbas@mil.wa.gov
Phone		Phone	(253) 512-7402

ARTICLE II - ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by FEMA applicable to the Presidential Declaration including, but not limited to, all criteria, restrictions, and requirements of the “FEMA State Agreement” published by FEMA and the federal regulations commonly applicable to FEMA grants, all of which are incorporated herein by reference. The Presidential Declaration and the FEMA State Agreement are incorporated in this Agreement by reference.

The SUBRECIPIENT shall comply with the Washington State Public Assistance Applicant Manual dated March 29, 2022 incorporated in this Agreement as **Attachment 4**. The DHS Standard Terms and Conditions are incorporated by reference in this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated March 29, 2022.

The SUBRECIPIENT acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The SUBRECIPIENT agrees that it will not hold the DEPARTMENT, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

Federal funding is provided by FEMA and is administered by the DEPARTMENT. Under the authority of Presidential Disaster Declaration number FEMA-4650-DR-WA, the DEPARTMENT is reimbursing the SUBRECIPIENT for those approved eligible costs and activities necessary under the Public Assistance Grant Program during the incident period beginning December 26, 2021 to January 15, 2022. Eligible costs and activities will be identified in Project Worksheets approved by FEMA and a Project Worksheet Sample is incorporated as **Attachment 3**. The DEPARTMENT is also providing Advance Payments to the SUBRECIPIENT where provided by FEMA and required and allowed by law. Any interest earned on advance payments (except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450)) shall be promptly, but at least quarterly, remitted to the DEPARTMENT to be paid to FEMA. The subrecipient may keep interest amounts up to \$100 per year for administrative expenses.

STATE AND FEDERAL REQUIREMENTS FOR PUBLIC ASSISTANCE GRANTS:

The following requirements apply to all DHS/FEMA Presidential Disasters administered by the DEPARTMENT:

1. FUNDING

The DEPARTMENT will administer the Public Assistance (PA) Grant Program, provide Advance payments, and reimburse approved eligible Public Assistance costs to the SUBRECIPIENT that are

identified under the auspices of Presidential Disaster Declaration Number FEMA-4650-DR-WA and authorized by and consistent with the Stafford Act (P.L. 93-288, as amended) and applicable regulations.

It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made by amendments to the project application as Project Worksheets are completed in the field and projects are authorized by state and federal officials.

Pursuant to the FEMA-STATE AGREEMENT, FEMA will contribute not less than **90** percent of the eligible costs for any eligible project and 100 percent of the federal PA Management Costs, up to 5 percent of the total award amount for each Subrecipient, as provided for in subsection 3.E. of Article II of this Public Assistance Agreement. The SUBRECIPIENT commits to providing the remaining **10** percent non-federal match to any eligible project that has been identified under the Presidential Disaster Declaration number FEMA-4650--DR-WA, subject to the following exceptions:

DEPARTMENT Match: The Washington State Legislature may authorize the DEPARTMENT to provide a match to the SUBRECIPIENT's non-federal share of eligible projects. Provision of a match by the DEPARTMENT, if authorized by the Washington State Legislature, shall not require amendment of this Agreement. If DEPARTMENT match funds are committed to the non-federal share by the DEPARTMENT pursuant to legislative authorization, the DEPARTMENT will formally notify the SUBRECIPIENT of the match in writing which will include information identifying any related reduction in the SUBRECIPIENT's percentage commitment.

Donated Resources: FEMA will credit the SUBRECIPIENT for the value of donated resources (non-cash contributions of property or services) related to eligible Emergency Work to offset the non-Federal cost share of its eligible Emergency Work project worksheets – categories A and B, and for the value of donated resources related to eligible work on a Permanent Work project to offset the non-Federal cost share of that specific Permanent Work project worksheet for which the resources were donated – categories C through G. The Donated Resources are recognized by FEMA in a Project Worksheet. Donated Resources offset the non-federal share of the eligible emergency work approved in Project Worksheets or specific permanent work approved in Project Worksheets. For non-state agency SUBRECIPIENTS, the donated resource value will first be applied to the SUBRECIPIENT's non-federal share, and, if a DEPARTMENT match is authorized, any remaining donated resource value will be applied to the DEPARTMENT's share. The value of the Donated Resources is calculated as described in Public Assistance Program and Policy Guide V.4 (PAPPG), and is capped at the non-Federal share of approved eligible emergency work costs or capped at the non-Federal share of the specific approved eligible permanent work costs, as applicable. The Federal share of the Donated Resources will not exceed the non-federal share of eligible emergency work costs or of specific permanent work costs approved in Project Worksheets. Any excess credit for eligible emergency work costs can be credited only to other eligible emergency work costs, for the same SUBRECIPIENT in the same disaster. The value of excess donated resources cannot be credited toward or transferred to another eligible SUBRECIPIENT, or toward other State obligations. The DEPARTMENT does not match a FEMA donated resource credit.

The Project Worksheet, sample provided in Attachment 3, is required to be completed by FEMA or State Project Specialists.

2. GRANT AGREEMENT PERIOD

- a. Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred during or subsequent to the incident period defined in the FEMA State Agreement and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close-out and audit. This period shall be referred to as the "Grant Agreement Period."
- b. The Grant Agreement Period shall only be extended by (1) written notification of FEMA approval of the Grant Agreement Period followed up with a mutually agreed written amendment, or (2) written notification from the DEPARTMENT to the SUBRECIPIENT issued by the DEPARTMENT to

address extensions of its underlying federal grant performance period or to provide additional time for completion of the SUBRECIPIENT's project(s).

3. PAYMENTS

The DEPARTMENT, using funds granted for the purposes of the Presidential Disaster Declaration from FEMA, shall issue payments to the SUBRECIPIENT in compliance with the Washington State Public Assistance Applicant Manual dated March 29, 2022 (**Attachment 4**) procedures as follows:

- a. Small Project Payments: Payments are made for all small projects to the SUBRECIPIENT upon submission and approval of an A19-1A State of Washington Invoice Voucher to the DEPARTMENT, after FEMA has approved funding through approval of Project Worksheets.
- b. Progress Payments: Progress payment of funds for costs already incurred on large projects minus 10 percent retainage may be made to the SUBRECIPIENT upon submission by the SUBRECIPIENT of an A19-1A State of Washington Invoice Voucher, a letter of request, and a spreadsheet identifying the claimed costs supporting the payment request and approval by the DEPARTMENT.
- c. Improved Projects: Payments on improved projects (capped project) will be pro-rated based upon the percentage of the project that is funded under this disaster grant to the overall project cost. This percentage will be identified when the first payment on the improved project is made. Progress payments will be made as outlined above in Section B.
- d. Final Payment: Final Payment on a large project will be made following submission by the SUBRECIPIENT of a certification of completion on the STATEMENT OF DOCUMENTATION / FINAL INSPECTION REPORT form upon completion of project(s), completion of all final inspections by the DEPARTMENT, and final approval by FEMA. Final payment on a large project will include any retainage withheld during progress payments. Final payments may also be conditional upon financial review, if determined necessary by the DEPARTMENT or FEMA. Adjustments to the final payment may be made following any audits conducted by the Washington State Auditor's Office, the United States Inspector General or other federal or state agency.
- e. The SUBRECIPIENT is eligible to receive federal PA Management Costs up to 5 percent of the total award amount obligated for each Subrecipient at the time of its request. PA Management Costs includes any of the following when associated with the PA portion of a major disaster or emergency: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project. Documentation is required to substantiate the eligibility of management activities and associated costs in accordance with PA Management Costs Interim Policy – Standard Operating Procedures.
- f. All payment requests shall be made on an A19-1A form, State of Washington, Invoice Voucher. Payments will be made by electronic fund transfer to the SUBRECIPIENT's account.
- g. Federal funding shall not exceed the total federal contribution eligible for Public Assistance costs under Presidential Disaster Declaration number FEMA-4650-DR-WA.
- h. For state agencies, the DEPARTMENT will, through interagency reimbursement procedures, transfer payment to the SUBRECIPIENT. Payment will be transferred by journal voucher to Agency No. _____, Accounting Fund No. _____.
- i. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.
- j. For travel costs, SUBRECIPIENTS shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive.
- k. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT Key Personnel.

- l. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the SUBRECIPIENT consistent with record retention requirements of this Agreement, and be made available upon request by the DEPARTMENT, and local, state, or federal auditors.
- m. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the DEPARTMENT within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the DEPARTMENT.
- n. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the SUBRECIPIENT, its subrecipient or contractor, or any non-federal entity to which the SUBRECIPIENT makes a subaward, and is invoiced by the vendor.
- o. SUBRECIPIENTS shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The SUBRECIPIENT may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

The DEPARTMENT shall provide Advance Payments as provided by FEMA and as required and authorized by law.

4. CLOSEOUT

To initiate close-out, the SUBRECIPIENT is required to certify in writing, by Project Worksheet Number, date completed and total amount expended on the project, completion of the small projects. To initiate close-out of the large projects, the SUBRECIPIENT shall submit certification of completion on a STATEMENT OF DOCUMENTATION/FINAL INSPECTION REPORT form to the DEPARTMENT.

The DEPARTMENT will then complete a site inspection and a financial review of documentation to support the claimed costs. Certifications on small and large projects are due within sixty days following the completion of the project or receipt of the approved Project Worksheet, whichever date is later.

If SUBRECIPIENT is claiming federal PA Management Costs: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project must be supported by documentation to substantiate the eligibility of management activities and associated costs that has been prepared and assembled in accordance with PA Management Costs Interim Policy – Standard Operating Procedures prior to close-out.

After all of the projects have been certified as complete and approved for closure by FEMA, the DEPARTMENT will forward a final A19-1A State of Washington Invoice Voucher to the SUBRECIPIENT for release of the remaining funds due to the subrecipient for eligible costs, including any retainage previously withheld, and the allowance for federal indirect costs.

5. DOCUMENTATION / REPORTING REQUIREMENTS

For all Advance Payment, the SUBRECIPIENT shall provide documentation and receipts for all costs related to the Advance Payment and provide such to the DEPARTMENT quarterly.

The SUBRECIPIENT is required to retain all documentation which adequately identifies the source and application of Public Assistance funds, including the federal indirect cost reimbursement, for six years following the closure of this disaster grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

The SUBRECIPIENT shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete the FFATA Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> and return to the DEPARTMENT; which is incorporated by reference and made a part of this Agreement.

Quarterly Reports: The SUBRECIPIENT is required to submit to the DEPARTMENT a quarterly report indicating the status of all their large projects. The status shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project and whether cost under runs or over runs are expected. In addition, the SUBRECIPIENT should note in the comment field any challenges or issues associated with the project. Failure to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments to the SUBRECIPIENT until a complete quarterly report is received by the DEPARTMENT. The quarterly report will serve as the basis for any FEMA Office of Chief Financial Officer (OCFO) funds reduction.

6. TIME EXTENSIONS

A time extension request is required to be forwarded to the DEPARTMENT by the SUBRECIPIENT for a project prior to the expiration of the approved completion date. If the project is approved and funded after the statutory approval time period for completion, then a time extension request must be submitted to the DEPARTMENT within fifteen days of receipt of the funding package.

In accordance with 44 CFR 206.204, the DEPARTMENT reserves the right, in its sole discretion, to consider and approve a time extension request after expiration of the approved completion date and within the DEPARTMENT's statutory extension authority. Requests for time extensions beyond the DEPARTMENT's authority will be considered and approved by FEMA, at their sole discretion.

All determinations made regarding time extension requests will be based on a case by case evaluation of specific factual circumstances.

A time extension request must be in writing and identify the Project Worksheet number, the reason the project has not been completed within the prior approved completion period, the reason the time extension request was not submitted prior to the statutory approval time period (if applicable), a current status of the completion of the work, a detailed timeline for completion of the remaining elements, and an anticipated completion date for the completion of the remaining work. Failure to submit a time extension request in a timely manner may result in denial of the time extension request, and loss of funding for the related project.

7. PROCUREMENT

The SUBRECIPIENT shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Exhibit A.11.

8. SUBRECIPIENT MONITORING:

- a. The DEPARTMENT will monitor the activities of the SUBRECIPIENT 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 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the SUBRECIPIENT shall complete and return to the DEPARTMENT 2 CFR Part 200 Subpart F Audit Certification Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.
- c. Monitoring activities may include, but are not limited to:
 - i. review of financial and performance reports;
 - ii. monitoring and documenting the completion of Agreement deliverables;
 - iii. documentation of phone calls, meetings, e-mails, and correspondence;
 - iv. review of reimbursement requests and supporting documentation to ensure eligibility and consistency with Agreement work plan, budget, and federal requirements;
 - v. observation and documentation of Agreement related activities;

- vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The SUBRECIPIENT is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200 Subpart F, for any non-federal entity to which the SUBRECIPIENT makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan. If the SUBRECIPIENT fails to comply with federal or state statutes or regulations, or the terms and conditions of this Agreement, the DEPARTMENT may impose any additional subaward conditions as described in 2 CFR 200.208. If the DEPARTMENT determines that noncompliance cannot be remedied by imposing additional conditions, it may take one or more of the following actions:
 - i. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.
 - ii. Wholly or partially suspend or terminate the subaward to the SUBRECIPIENT.
 - iii. Initiate suspension or debarment proceedings under 2 CFR 180 or recommend such a proceeding be initiated by the federal awarding agency.
 - iv. Withhold further federal awards for the project or program.
 - v. Take any other remedies that may be legally available.
- f. The DEPARTMENT agrees to:
 - i. Provide technical assistance during all monitoring or evaluation activities. The DEPARTMENT will coordinate and schedule the meetings necessary to conduct and complete all monitoring and evaluation activities.
 - ii. Develop the SUBRECIPIENT's project worksheet(s) (PW) and supporting attachments with FEMA and the SUBRECIPIENT's assistance based upon the costs determined to be eligible.
 - iii. Submit the SUBRECIPIENT's funding package to FEMA.
 - iv. Notify the SUBRECIPIENT when funding approval is received, issue payment per the process described above see Article II, A.4 – Payments, and provide the SUBRECIPIENT with a copy of the approved project worksheet.
 - v. Work with the SUBRECIPIENT to resolve any issues identified during the monitoring process.
 - vi. Review and respond appropriately to the SUBRECIPIENT's requests for time extensions and changes.

i. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

A. FEMA STATE AGREEMENT TERMS AND CONDITIONS

As a subrecipient of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS/FEMA terms and conditions of the Presidential Declaration and the FEMA State Agreement, which are incorporated in and made a part of this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated March 29, 2022 (**Attachment 4**).

**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 Agreement, the following terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise 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. The DEPARTMENT is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a subrecipient under this Agreement.
- b. "**SUBRECIPIENT**" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the DEPARTMENT. However, the definition of "subrecipient" is the same as in 2 CFR 200.93 for all other purposes. "**Monitoring Activities**" means all administrative, construction, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- c. "**Project**" means those actions funded through the Public Assistance Program and described in approved Project Worksheets. Projects may include one or more of the following: reimbursement of costs for emergency response, debris removal and/or repair or restoration of damaged public facilities. A project may be a small, large, improved, or alternate project.
- d. "**Investment Justification**" means grant application investment justification submitted by the SUBRECIPIENT describing the project for which federal funding is sought and provided under this Agreement. Such grant application investment justification is hereby incorporated into this Agreement by reference.

A.2 ADVANCE PAYMENTS

The DEPARTMENT shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement, except as required under 2 CFR 200.305 for federal grants. SUBRECIPIENT shall not invoice the DEPARTMENT in advance of delivery and invoicing of such goods or services, except as authorized under 2 CFR 200.305.

Pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C §5121-5207), Advance Payment process, FEMA may process a SUBRECIPIENT project worksheet which is provided to the state of Washington for direct disbursement to SUBRECIPIENT.

Pursuant to these provisions and RCW 43.88.160(5), these grant funds are not subject to the advance payments prohibition and will be disbursed immediately to SUBRECIPIENT as grants authorized by law with subsequent authentication and certification of expenditures.

A.3 AMENDMENTS AND MODIFICATIONS

The SUBRECIPIENT or the DEPARTMENT may request, in writing, an amendment or modification of this Agreement. Modifications may be requested for Grant Agreement end date, budget or scope change. 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 SUBRECIPIENT. No other understandings or agreements, written or oral, shall be binding on the parties.

A.4 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 SUBRECIPIENT 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.5 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH

The DEPARTMENT relies upon the SUBRECIPIENT's application in making its determinations as to eligibility for, selection for, and scope of funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

A.6 ASSURANCES

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations. In addition, as a SUBRECIPIENT of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS terms and conditions as specified in Appendix F of the Washington State Public Assistance Applicant Manual dated March 29, 2022 incorporated in this Agreement as **Attachment 4**.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

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

The SUBRECIPIENT shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>. Any such form completed by the SUBRECIPIENT for this Agreement shall be incorporated into this Agreement by reference.

Further, the SUBRECIPIENT agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The SUBRECIPIENT 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 SUBRECIPIENT may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The SUBRECIPIENT 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" (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the SUBRECIPIENT 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 SUBRECIPIENT 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 Agreement, grant, loan, or cooperative agreement, the SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the SUBRECIPIENT 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 31 U.S.C. 1352.

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

The SUBRECIPIENT 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, Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, as supplemented by Department of Labor regulations (41 CFR chapter 60); Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Title 44 of the Federal Regulations, 2 CFR Part 3002, 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.

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

In the event of the SUBRECIPIENT'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 Agreement in whole or in part in its sole discretion.

The SUBRECIPIENT is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.10 CONFLICT OF INTEREST

No officer or employee of the DEPARTMENT; no member, officer, or employee of the SUBRECIPIENT 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 SUBRECIPIENT 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 Agreement.

The SUBRECIPIENT shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

A.11 CONTRACTING & PROCUREMENT

a. The SUBRECIPIENT shall use a competitive procurement process in the procurement and 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 2 CFR Part 200.318 General procurement standards through 200.326 Contract Provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the SUBRECIPIENT under this Agreement must include the following provisions, as applicable:

1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or

legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
4. Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
5. Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. Clean Air Act ([42 U.S.C. 7401-7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
10. Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
11. Notice of Federal awarding agency requirements and regulations pertaining to reporting.
12. Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
13. Access by the DEPARTMENT, the SUBRECIPIENT, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
14. Retention of all required records for six years after the SUBRECIPIENT has made final payments and all other pending matters are closed.
15. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
16. Pursuant to Executive Order 13858 "Strengthening Buy-American Preferences for Infrastructure Projects," the DEPARTMENT encourages SUBRECIPIENTS to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement and other manufactured products produced in the United States, in Public Assistance and Hazard Mitigation Grant Program eligible public infrastructure repair and construction projects affecting surface transportation, ports, water resources including sewer and drinking water and power. Such

preference must be consistent with the law, including cost and contracting requirements of 2 CFR Part 200.

17. The DEPARTMENT reserves the right to review the SUBRECIPIENT procurement plans and documents, and require the SUBRECIPIENT to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 2 CFR 200.326. The SUBRECIPIENT must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the SUBRECIPIENT and DEPARTMENT to make a determination on eligibility of project costs.
18. All sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.12 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 SUBRECIPIENT's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the DEPARTMENT or as required to comply with the state Public Records Act, other law, or court order.

A.13 DISPUTES

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

A.14 DUPLICATION OF BENEFITS

The SUBRECIPIENT agrees that the funds for which federal or state assistance is requested does not, or will not, duplicate benefits or funds received for the same loss from any other source. The SUBRECIPIENT will pursue, and require sub-recipients to pursue, full payment of eligible insurance benefits for properties or any other losses covered in a project under this Agreement. The SUBRECIPIENT will repay the DEPARTMENT any funds provided under this grant agreement that are duplicated by other benefits, funds, or insurance proceeds. The SUBRECIPIENT will also seek recovery against any party or parties whose negligence or other intentional or tortious conduct may have caused or contributed to the expenditures for which these grants funds are provided. The SUBRECIPIENT will repay the DEPARTMENT any funds recovered by settlement, judgment or other court order in an action to recover funds provided by this grant. The SUBRECIPIENT shall notify the DEPARTMENT as early as possible and work in conjunction with the DEPARTMENT and FEMA to ensure appropriate apportionment of any duplicated or recovered payment.

A.15 HAZARDOUS SUBSTANCES

The SUBRECIPIENT shall inspect and investigate the proposed development/construction site for the presence of hazardous substances. The SUBRECIPIENT shall fully disclose to the DEPARTMENT the results of its inspection and investigation and all other knowledge the SUBRECIPIENT has as to the presence of any hazardous substances at the proposed development/construction project site. The SUBRECIPIENT will be responsible for any associated clean-up costs. "Hazardous Substance" is defined in RCW 70A.305.020.

A.16 LEGAL RELATIONS

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

To the extent allowed by law, the SUBRECIPIENT, 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 SUBRECIPIENT, 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 Agreement.

To the extent allowed by law, the SUBRECIPIENT 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 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 SUBRECIPIENT, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SUBRECIPIENT, or SUBRECIPIENT'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.17 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 SUBRECIPIENT Agent or Alternate for the SUBRECIPIENT 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 Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this 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 SUBRECIPIENT shall have authority to sign reimbursement requests, certification of project completion, time extension requests, amendment and modification requests, requests for changes to project status, and other requests, certifications and documents authorized by or required under this Agreement.

A.18 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 or suspend all or part of the Agreement as a "Termination for Cause" without providing the SUBRECIPIENT 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.19 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the SUBRECIPIENT.

A.20 NONDISCRIMINATION

The SUBRECIPIENT 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 Agreement.

A.21 NOTICES

The SUBRECIPIENT 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.22 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The SUBRECIPIENT represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the SUBRECIPIENT's performance under this Agreement. To the extent allowed by law, the SUBRECIPIENT 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 SUBRECIPIENT to so comply.

A.23 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT. The SUBRECIPIENT 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.24 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.25 PRIVACY

Personal information collected, used or acquired in connection with this agreement shall be used solely for the purposes of this agreement. SUBRECIPIENT and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the DEPARTMENT or as provided by law or court order. SUBRECIPIENT agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The DEPARTMENT reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the SUBRECIPIENT through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the DEPARTMENT. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The SUBRECIPIENT agrees to indemnify and hold harmless the DEPARTMENT for any damages related to the SUBRECIPIENT's unauthorized use, loss or disclosure of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

A.26 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this 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 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.27 PUBLICITY

The SUBRECIPIENT agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this 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 SUBRECIPIENT agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUBRECIPIENT may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, 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.

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the DEPARTMENT and FEMA to this project in any release or other publication developed or modified for, or referring to, the project.

Publication resulting from work performed under this Agreement shall include an acknowledgement of the DEPARTMENT and 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.28 RECAPTURE PROVISION

In the event the SUBRECIPIENT fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the 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 Agreement termination. Repayment by the SUBRECIPIENT 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 and expenses thereof, including attorney fees.

A.29 RECORDS AND REPORTS

- a. The SUBRECIPIENT agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUBRECIPIENT's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The SUBRECIPIENT's records related to this 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 SUBRECIPIENT with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the SUBRECIPIENT for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUBRECIPIENT's normal working day.
- d. The SUBRECIPIENT shall retain and allow access to all records related to this 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 Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) year must be followed.

A.30 RECOVERY OF FUNDS

Any person who intentionally causes a condition for which funds are provided under this Agreement shall be liable for the costs incurred by the state and federal governments in responding to such disaster. In addition to its own duty to recover duplicated funds or funds expended due to the intentional or negligent actions of others. SUBRECIPIENT will cooperate in a reasonable manner with the DEPARTMENT and the United States in efforts to recover expenditures under this Grant Agreement.

A.31 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the DEPARTMENT undertakes to assist the SUBRECIPIENT with the project/statement of work/work plan (project) by providing grant funds pursuant to this Agreement, the project itself remains

the sole responsibility of the SUBRECIPIENT. The DEPARTMENT undertakes no responsibility to the SUBRECIPIENT, or to any third party, other than as is expressly set out in this 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 SUBRECIPIENT, 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 SUBRECIPIENT 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 SUBRECIPIENT shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the SUBRECIPIENT in connection with the project. The SUBRECIPIENT 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.32 SEVERABILITY

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

A.33 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities as subrecipients that expend **\$750,000** 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 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian Tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.

SUBRECIPIENTS that are 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 United States Comptroller General and the OMB Compliance Supplement. The SUBRECIPIENT has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, 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 2 CFR Part 200 Subpart F.

The SUBRECIPIENT shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subrecipients or contractors also maintain auditable records.

The SUBRECIPIENT is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.

The SUBRECIPIENT 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 SUBRECIPIENT all disallowed costs resulting from the audit.

Once the single audit has been completed and includes and audit findings, the SUBRECIPIENT must send a full copy of the audit to the DEPARTMENT and its corrective action plan no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to:

OR

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

If Contractor claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT must send a letter identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to the address listed above.

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 SUBRECIPIENT shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT's 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 2 CFR Part 200 Subpart F; 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.34 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The SUBRECIPIENT, and/or employees or agents performing under this Agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The SUBRECIPIENT 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 Agreement, nor will the SUBRECIPIENT 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 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 SUBRECIPIENT 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 Agreement.

A.35 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the SUBRECIPIENT 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 SUBRECIPIENT or its staff required by statute or regulation that are applicable to Agreement performance.

A.36 TERMINATION FOR CONVENIENCE

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

Except as otherwise provided in this Agreement, the DEPARTMENT, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the

SUBRECIPIENT. Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds. In the event of termination, the SUBRECIPIENT 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.37 TERMINATION OR SUSPENSION FOR CAUSE

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

The DEPARTMENT may notify the SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT's liability for damages or otherwise affect any other remedies available to the DEPARTMENT. If the DEPARTMENT allows the SUBRECIPIENT an opportunity to cure, the DEPARTMENT shall notify the SUBRECIPIENT 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 Agreement may be terminated in whole or in part.

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

In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement 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 SUBRECIPIENT: (1) was not in default or material breach, or (2) failure to perform was outside of the SUBRECIPIENT's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.38 TERMINATION PROCEDURES

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

If the termination is for convenience, the DEPARTMENT shall pay to the SUBRECIPIENT 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 Agreement termination, and the amount agreed upon by the SUBRECIPIENT 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 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 SUBRECIPIENT for termination. The DEPARTMENT may withhold from any amounts due the SUBRECIPIENT 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 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 SUBRECIPIENT shall:

- a. Stop work under the 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 Agreement except as may be necessary for completion of such portion of the work under the 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 SUBRECIPIENT 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 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 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 Agreement which is in the possession of the SUBRECIPIENT and in which the DEPARTMENT has or may acquire an interest.

A.39 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The SUBRECIPIENT shall comply with 2 CFR §200.321 and will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will take all necessary affirmative steps to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The following steps are required by the subrecipient if any contracts with contractors or sub-contractors are entered into under the original contract award:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The SUBRECIPIENT may also set utilization standards, based upon local conditions or may utilize the State of Washington MWBE goals, as identified in. WAC 326-30-041.

A.40 VENUE

This 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 Agreement shall be the Superior Court of Thurston County, Washington. The SUBRECIPIENT, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

A.41 WAIVERS

No conditions or provisions of this 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 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.

PROJECT WORKSHEET SAMPLE

U.S. DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET				O.M.B. No. 1660-0017	
PAPERWORK BURDEN DISCLOSURE NOTICE Public reporting burden for this form is estimated to average 90 minutes per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, disclose, or to provide information to us. You may send comments regarding the accuracy of the burden estimate and or any aspect of the collection, including suggestions for reducing the burden to: Information Collections Management, U. S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (OMB Control Number 1660-0017). You are not required to respond to this collection of information unless a valid OMB number appears in the upper right corner of this form. NOTE: Do not send your completed form to this address.					
DISASTER	PROJECT NO.	PA ID NO.	DATE	CATEGORY	
F _____ - R _____					
DAMAGED FACILITY			WORK COMPLETE AS OF:		
			_____ : _____ %		
SUBRECIPIENT		COUNTY			
LOCATION			LATITUDE	LONGITUDE	
DAMAGE DESCRIPTION AND DIMENSIONS					
SCOPE OF WORK					
Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input type="checkbox"/> No Special Considerations issues included? <input type="checkbox"/> Yes <input type="checkbox"/> No Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input type="checkbox"/> No Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input type="checkbox"/> No					
PROJECT COST					
I T	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
				TOTAL COST	
PREPARED BY		TITLE	SIGNATURE		
SUBRECIPIENT REP.		TITLE	SIGNATURE		

HOW TO COMPLETE THE SUPPLEMENTAL CONTRACTING DOCUMENTS

Event Information:

Disaster Number:	
Event Name:	Severe Winter Storms, Snowstorms, Straight-line Winds, Flooding, Landslides, and Mudslides
Declaration Date:	March 29, 2022
Contract #:	
FIPS #:	

Step 1: Complete the following information to populate the forms.

1. Enter the date the forms will be submitted to EMD.

Date forms will be submitted:	
-------------------------------	--

2. Enter jurisdiction/organization/subgrantee name and address.

Applicant Name:				
Doing Business As:				
County:				
Street Address:				
Mailing Address:				
City:		State:		Zip:

3. Enter tax identification number (TIN or EIN), state revenue # (UBI) and DUNS #. The TIN and DUNS are required.

Tax Identification Number:	
State Business # (UBI):	
DUNS #:	
UEI:	

If you do not know your organization's DUNS #, please contact your comptroller, accountant, or finance department. They should be able to give it to you. Smaller jurisdictions (such as irrigation districts) may not already have one, but you can call Dun & Bradstreet at **1-866-705- 5711** and indicate that you are a Federal grant applicant. You can also call this number to see if you have a DUNS number. The number is assigned immediately. The following information is requested:

- Legal Name
- Headquarters name and address
- Doing business as (DBA) or other name by which organization is commonly known or recognized
- Physical Address, City, State and Zip Code
- Mailing Address(if separate from Headquarters and/or physical address)
- Telephone Number
- Contact Name and Title
- Number of Employees at physical location

Please note: The DUNS number has to match the name on the Federal grant application (Request for Public Assistance)

4. Do you have an account already established with the State of Washington?

Do you have an account already established with the State and have you received funds from the state within the past 2 years?

- Yes and the account information is current – we will need your Statewide Vendor Number, please list it here:
- Yes, but I need to make changes to the account information – please continue to <https://ofm.wa.gov/it-systems/accounting-systems/statewide-vendorpayee-services> , the Vendor/Payee registration website. Select Vendor/Payee Change form and complete per their instructions.
- No - please continue to <https://ofm.wa.gov/it-systems/accounting-systems/statewide-vendorpayee-services> , the Vendor/Payee registration website. Select Vendor/Payee

5. Complete the section above if you do not have an open account with the State of Washington or any changes need to be made. You may also need to complete this section if you have not received funds from the State for 2 years. This information will be filled in on page 13. If all information is current, skip this section.

Section Below is the Authorized Financial Representative that will sign the Audit/ FFATA form.

Contact Person:	
Phone:	
Fax:	
Email:	

6. Type of Applicant.

Enter the letter corresponding to the type of applicant:	
A - State	F – Higher Educational Institution
B – County	G – Indian Tribe
C - City	H – Private NonProfit
D – School District	I – Other (Specify)
E – Special Purpose District (includes Diking Districts, Fire Districts, Water Districts, etc.)	
If I: Other, specify type of organization (this is rare)	

7. Enter congressional district numbers and legislative district numbers located within in your jurisdiction. If you don't know them, check out <http://app.leg.wa.gov/districtfinder/>

Congressional District Number(s):	
Legislative District Number(s):	

8. Enter information regarding the primary contact. This is the person who will be our main day-to-day contact and will be signing most documents, such as time extensions, A-19 invoices, SOD/FIR, etc. This person must be named in the designation letter **or** resolution as the applicant agent. It is recommended that this person not be the authorizing authority such as the mayor or superintendent.

Name:	
Title:	
Phone:	
Fax:	
Email:	

9. Enter information regarding the alternate agent. This person can also sign documents, such as

time extensions, A-19 invoices, SOD/FIR, etc. and must be named in the designation letter or resolution as the alternate.

Name:	
Title:	
Phone:	
Fax:	
Email:	

10. If the highest elected official or head authorizing authority is to be the applicant agent or alternate, then a resolution format must be used to designate the applicant agent and alternate. This section can be skipped if the highest elected official or head authorizing authority is not to be the applicant agent or alternate. This section can also be skipped if the jurisdiction has its own resolution format. Examples of governing body are the County Board of Commissioners, City Council, and School Board.

Date of resolution:	Day:	Month:	Year:
Governing Body:			
Individual certifying that the resolution is true and correct copy (usually clerk)			
Name:	Title:		
Date certifying resolution:			

11. Enter the name, title, and term of office for the highest elected official or highest authorizing authority. This needs to be the person signing the designation letter or the person(s) signing the resolution. At least one is required. This person cannot be the applicant agent or alternate in sections 8 and 9.

Name:	Title:
Name:	Title:
Name:	Title:
Name:	Title:
Name:	Title:
Name:	Title:

12. Enter the name and title of anyone authorized to sign contracts.

Name:	Title:
Name:	Title:
Name:	Title:

13. Enter the name and title of anyone authorized to sign SOD/FIR, A-19 vouchers, time extensions, or other documentation pertaining to the grant or reimbursement thereof.

Name:	Title:
Name:	Title:

14. Enter name, email, and phone of *Chief Financial Officer*.

Name:
Email:
Phone:

15. The authorized Chief Financial Officer completes and signs page 16: FFATA / Audit Certification F

- STEP 2:** The forms are now populated with the information entered in Step 1. Review the forms for accuracy. Continue to complete pages 5 – 13 with the following steps:
- STEP 3:** On page 5, the **Designation Letter** will be completed if the applicant or alternate agent is **not** the highest authorizing authority. The highest authorizing authority will sign the letter (ex: CEO, Board President, etc.). See the next step if applicant or alternate agent will be the highest authorizing authority.
- STEP 4:** A **Resolution**, page 6, will be completed if the applicant agent or alternate **is** the highest authorizing authority. The governing body passes and signs a **Resolution**. A Resolution format is provided on page 6 or you can use your own resolution format. If your resolution format is used, the clerk of the governing body will sign a copy of the Resolution.
- STEP 5:** Page 7, **Disaster Assistance Application**: the applicant and alternate agents will sign in their respective places.
- STEP 6:** Page 8, **Signature Authorization Form**, the highest official and/or governing body signs in block. The applicant and alternate agents sign in block 2. The individual who is signing the letter or resolution must sign in block 1. **ANYONE** who the entity wishes to sign any documentation regarding the grant needs to sign in block 2 or block 3, this includes the applicant agent or alternate and anyone who is signing A-19 vouchers, SOD/FIR's, and any additional grant paperwork.
- STEP 7:** Page 9, **Debarment form**, the applicant or alternate agent will sign.
- STEP 8:** Page 10, **W-9**, the applicant or alternate agent will sign.
- STEP 9:** Page 11 and 12, **Audit Certification/FFATA**, the authorized *Chief Financial Officer* will complete page 11 and sign page 12.
- STEP 10:** Page 13: If an account has not been established with the State, or if changes need to be made, please complete the Vendor/Payee Registration form, or change form located at <https://ofm.wa.gov/it-systems/accounting-systems/statewide-vendor-payee-services>
- STEP 11:** If an account has already been established with the State and no changes need to be made, please provide us with your SWV# by completing page 13: Statewide Payee page.
- STEP 12:** Please remember, **TWO ORIGINAL COPIES OF THE GRANT AGREEMENT** (sent as a separate attachment) will need to be signed and submitted along with this Supplemental Contracts package. The applicant agent, alternate agent, or highest authorizing authority can sign the Grant Agreement.
- After **all signatures are obtained on all forms**, mail the following to:
- Mr. Gerard Urbas
Washington Military Department
Emergency Management Division
Public Assistance Program MS:
TA-20, Building 20-B Camp
Murray, WA 98430-5122
- 2 originals of contract/grant agreement
 - 1 original of designation letter **or** 1 certified copy of resolution
 - 1 original signature authorization form
 - 1 original disaster assistance application
 - 1 original debarment form
 - 1 W-9
 - 1 Audit Certification/FFATA form
 - 1 Statewide Vendor Number sheet
- Keep pages 1 - 3 (they do not need to be mailed to us) and copies of all forms for your records.**
- STEP 13:** After the contract/grant agreement is executed by WA Military Department, one original contract agreement will be mailed to the applicant agent. These should be kept for your records.

If you have questions, please contact your Program Delivery Manager or Program Assistant.

Mr. Gerard Urbas
Washington Military Department
Public Assistance Program
MS: TA-20 Building 20-B
Camp Murray, WA 98430-5122

Re: Designated Applicant Agent

Dear Mr. Urbas:

The purpose of this letter is to designate the Applicant Agent and Alternate authorized representatives for

Disaster: 4650-DR-WA Severe Winter Storms, Snowstorms, Straight-line Winds,
Flooding, Landslides, and Mudslides

Applicant:

Applicant Agent:

Alternate Applicant Agent:

The purpose of this designation as the authorized representatives is to obtain federal and/or State Emergency or Major Disaster Assistance funds.

These representatives are authorized to execute all contracts, certify completion of projects, request payments, and prepare all required documentation for funding requirements.

Sincerely,

**Designation of Applicant's Agent
Resolution**

Be it resolved by _____ of _____
(Governing Body) (Public Agency)

_____, _____ is hereby designated the authorized
(Name of New Agent) (Title)

representative and _____, _____ is designated
(Name of Alternate) (Title)

the alternate for and in behalf of _____, a public
(Public Agency Name)

agency established under the laws of the state of Washington.

The purpose of this designation as the authorized representative is to obtain federal and/or state emergency or disaster assistance funds. These representatives are authorized on behalf of the _____ to execute all contracts, certify completion of projects, request payments, and prepare all required documentation for funding requirements.

Passed and approved this _____ day of _____, 20_____.

_____, _____, _____, _____
(Signature) (Title) (Signature) (Title)

_____, _____, _____, _____
(Signature) (Title) (Signature) (Title)

_____, _____, _____, _____
(Signature) (Title) (Signature) (Title)

Certification

I, _____, duly appointed and _____ of _____,
(Name) (Title) (Public Agency)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by
the _____ of _____ on the _____ day of _____, 20_____.
(Governing Body) (Public Agency)

Date: _____

(Official Position)

(Signature)

DISASTER ASSISTANCE APPLICATION

DEM - 131

Application Identifier:

State Number: _____

Federal Disaster Number: 4650-DR-WA

Federal Catalog Number: 97.036

Title: Disaster Assistance Grants

Declaration Date: March 29, 2022

Applicant's FEMA Project Application Number:

Legal Applicant Recipient:

Applicant's Name:

Street Address:

Mailing Address:

County:

City:

State: WA

Zip Code:

Applicant Agent:

Name: _____

Title: _____

Signature: _____

Contact Information:

Phone: _____

Fax: _____

E-mail: _____

Date: _____

Alternate Applicant Agent:

Name: _____

Title: _____

Signature: _____

Phone: _____

Fax: _____

E-mail: _____

Date: _____

Type of Applicant:

A - State

B - County

C - City

D - School District

E - Special Purpose District

F - Higher Educational Institution

G - Indian Tribe

H - Private NonProfit

I - Other (Specify) Do not fill this in _____

Enter Appropriate Letter _____

Congressional District Number: _____

State Legislative District Number: _____

Governor's Authorized Representative:

Signature _____

Date: _____

NOTE: Shaded blocks for WA EMD use.

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	DATE SUBMITTED
PROJECT DESCRIPTION	CONTRACT NUMBER

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE

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

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT		
SIGNATURE	PRINT OR TYPE NAME	TITLE

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.

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME		Doing business as (DBA)	
ADDRESS	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #:
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: _____

Date: _____

Print Name and Title: _____



WASHINGTON MILITARY DEPARTMENT

Audit Certification and FFATA Reporting Form

CONTACT INFORMATION	
Subrecipient Name (Agency, Local Government, or Organization):	
Subrecipient Data Universal Numbering System (DUNS) / Unique Entity Identifier (UEI) Number:	
Authorized Financial Representative (Name and Title):	
Address:	WA
Email:	Phone Number:

Directions: As required by 2 CFR Part 200 Subpart F, non-federal entities that expend \$750,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity ***is not*** subject to these requirements, you must complete Section A of this Form. If your entity ***is*** subject to these requirements, you must complete Section B of this form. All subrecipients must complete the Federal Funding Accountability and Transparency Act (FFATA) related questions in Section C of this Form. Failure to return this completed Form to contracts.office@mil.wa.gov may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

SECTION A: Entities NOT subject to the audit requirements of 2 CFR Part 200 Subpart F (check all that apply)
<input type="checkbox"/> We did not expend \$750,000 or more of total federal awards during the preceding fiscal year.
<input type="checkbox"/> We are a for-profit organization.
<input type="checkbox"/> We are exempt for other reasons (describe):
However, by signing below, I agree that we are still subject to the audit requirements, laws, and regulations governing the program(s) in which we participate; that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees; and that WMD may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

SECTION B: Entities that ARE subject to the audit requirements of 2 CFR Part 200 Subpart F (Complete the information below and check the appropriate box)
<input type="checkbox"/> We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] for fiscal year [enter date]. There were no findings related to federal awards or internal controls.
<input type="checkbox"/> We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] for fiscal year [enter date] and there were findings related to federal awards and/or internal controls.
<input type="checkbox"/> Our completed 2 CFR Part 200 Subpart F Audit will be available on [enter date] for fiscal year [enter date].
Provide a complete copy of the audit report electronically to contracts.office@mil.wa.gov or provide the state audit number [enter number].

SECTION C: Federal Funding Accountability and Transparency Act (check the corresponding answer)

In your preceding fiscal year, did your organization receive 80% or more of its gross revenues from federal funding? Yes No

In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?
 Yes No

If you answered yes to the previous questions, WMD Contracts staff will request additional information to comply with FFATA reporting.

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

Signature of Authorized Financial Representative:

Date:

Statewide Vendor Number:

Please list your statewide vendor number below. If you do not have one or need to make changes, please refer back to page 2 and 4 for further instructions on how to complete this task.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Randy Kaut, Police Chief

MEETING OF: April 24, 2023

SUBJECT: Resolution No. 09-2023 Approval of Sole Source Purchase – Lenslock Body Cameras

INTRODUCTION

In 2022 the Police Department began to do research with the intent to purchase body and vehicle cameras for the department as a result of the recent changes in the Washington State Law and growing public focus on law enforcement. After a review of various camera systems, Lenslock was identified as the best system to fit the needs of the Chehalis Police Department. Normally the City would put out a request for bid; however, Lenslock is a sole source vendor and their system can only be obtained directly from the company.

DISCUSSION

When the Police Department began to research camera systems last year, it was discovered that all of the companies had similar equipment and that most of the law enforcement market was dominated by three companies: Lenslock, Getac and Motorola. When Lenslock was invited to present information on their product, we learned they provided two services the other companies did not.

First, Lenslock allows users to upload digital files into their system to be stored along with the files created by the use of the cameras. This would allow agencies to keep video files in the Lenslock system rather than storing them on DVD or thumb drive which is our current practice. When a copy of a file is later requested by a citizen or attorney, instead of having to physically make a copy of digital files, we would be able to generate a secure browser link where the requester could view the file they needed. This would be a system similar what Lewis County is using to provide information to the public for their records requests.

Second, Lenslock provides redaction services as part of the cost of the system. If we need a video file redacted, we would give the file information to the company and within 72 hours they will provide us with a redacted version of that video.

We anticipate a significant cost savings from having these two services included with the system and considering the cost was similar to systems that didn't provide these services, it is believed that this option is the best choice for the Chehalis Police Department. Under City

procurement policy and Washington RCW, competitive bidding requirements may be waived by the governing body of the municipality for purchases that are clearly and legitimately limited to a single source of supply.

FISCAL IMPACT

The cost of the equipment, installation and support for four years is \$122,866.24. If we continue to use the system after the contract expires, it would cost approximately \$30,000 per year. The initial cost has been set aside as a planned expenditure from the City's ARPA funds. As you may recall ARPA stands for American Rescue Plan Act authorized by Congress in response to the COVID-19 Pandemic.

RECOMMENDATION

It is recommended that the City Council Approve Resolution No. 09-2023 approving and authorizing the sole source purchase of a body-worn law enforcement camera system from Lenslock.

SUGGESTED MOTION

I move to approve Resolution No. 09-2023.



March 10th, 2023

Chehalis Police Department

350 N Market Blvd # 201
Chehalis, WA 98532

Dear Chehalis PD Team,

This letter confirms that LensLock, as owner and manufacturer of our **all-Inclusive Mobile Video Solutions and Evidence Management Software** is a Sole Source Provider of SaaS based Video Services. As our research indicates LensLock is the only organization that exists today to provide the following services in a single offering.

Our company, LensLock, Inc., has developed a tailored SaaS business offering for law enforcement and corrections agencies across the United States. As part of our service, we create a specific and **truly customized solution, mobile application and desktop software application, and unlimited outsourced redaction services** uniquely based on specific client needs.

The following is a short list of features that combined make a single source offering:

- **LensLock Video Services: All Security Cameras, mounts, replacements, and unlimited data storage.**
- **LensLock Cloud Services: Microsoft Azure (Government Cloud) Data Storage for all Security Cameras**
- **LensLock Portal: Digital Evidence Management system.**
- **Unlimited Outsourced Redactions Services- CJIS Level IV**
- **60 month hardware guarantee on all security cameras.**
- **California State Vendor**

Our **custom software technology** with **unlimited outsourced video redaction service** is the basis for our sole source status for our clients to consider as part of their internal procurement process. This software allows law enforcement personnel to access and enter meta data related to the video captured as part of their day-to-day operations, using our hardware equipment. We provide a wide selection of **security camera** equipment associated with our comprehensive service offering. The result of the custom software is a significant reduction in administrative time and effort as part of their daily recordkeeping requirements and responsibilities.

Feel free to contact me directly if you have additional questions and thank you sincerely for the opportunity to potentially serve you and your law enforcement agency.

Sincerely,

Jon D. Handy, CEO – LensLock, Inc.
JDH@LensLock.com



RESOLUTION NO. 09-2023

**A RESOLUTION OF THE CITY OF CHEHALIS, WASHINGTON,
APPROVING AND AUTHORIZING THE SOLE SOURCE
PURCHASE OF BODY WORN CAMERAS FROM LENSLOCK
FOR USE IN THE POLICE DEPARTMENT**

WHEREAS, RCW 39.04.280 provides exemptions to the competitive bidding requirements of municipalities under certain circumstances including when purchases are clearly and legitimately limited to a single source of supply; and

WHEREAS, the body worn cameras are necessary for the operation of the Chehalis Police Department; and

WHEREAS, the purchase of body worn cameras would be a sole source purchase as Lenslock. is the exclusive supplier for these components; and

WHEREAS, the City Council determines that it is necessary to waive the bidding requirements and authorize a sole source contract for the purchase of body worn cameras for the Chehalis Police Department.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CHEHALIS, WASHINGTON, DO RESOLVE AS FOLLOWS:

Section 1. The bidding requirements for the purchase of body worn cameras are hereby waived.

ADOPTED by the City Council of the city of Chehalis, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this ____ day of April 2023.

Mayor

Attest:

City Clerk

Approved as to form and content:

City Attorney



LENSLOCK

Chehalis Police Department - WA

LensLock Regional Manager

Sean O'Grady

(949) 690-6552

SOG@LensLock.com

13125 Danielson Street, Suite 112
Poway, CA 92064
U.S.A.



LensLock Inc.
 "Securing Trust - One Incident at a Time"
 13125 Danielson St., Suite 112
 Poway, CA 92064 - U.S.A.
 Toll Free - 888-538-0589
 www.LensLock.com

Issued: February 20, 2023
 Proposal Valid for 90 Days
 Proposal Number: #23-951

Services: BWC & ICV Services
 Payment Terms: Net 30
 Length of Service: 51 Months
 Commencement Date: March 27, 2023

ATTENTION:
Chehalis Police Department
 350 N Market Blvd Rm 201
 Chehalis, WA 98532
 Customer ID# 951

SHIP TO:
Matt McKnight

SALES REPRESENTATIVE:
 Sean O'Grady
 Regional Manager
 Phone: (949) 690-6552
 Email: SOG@LensLock.com

QTY	DESCRIPTION	UNIT PRICE	YEAR 1 COST
13	Gen 12.5 Body Worn Camera Service - UNLIMITED Data Plan	\$1,099.00	\$14,287.00
3	Gen 12.5 Body Worn Camera Service - UNLIMITED Data Plan - P.T	\$799.00	INCLUDED
4	Gen 12.5 Body Worn Camera Service - UNLIMITED Data Plan - Spares	\$0.00	INCLUDED
7	Hawk 6 In-Car Video Service - Unlimited Data	\$1,899.00	\$13,293.00
7	Bluetooth Integrated Technology System (BITS)	\$299.00	INCLUDED
7	LensLock Pro-Grade Installation - One-Time Fee	\$500.00	\$3,500.00
7	LensLock Custom MDT Application	\$0.00	INCLUDED
TBD	Ubiquity Access Points	\$335.00	INCLUDED
1	Interview Room Package	\$3,895.00	INCLUDED
27	60-Month Hardware Guarantee	\$0.00	INCLUDED
18	New Body Worn Cameras Every 30 Months	\$0.00	INCLUDED
Unlimited	CAD Integration	\$0.00	INCLUDED
Unlimited	Migration & Hosting of Legacy Data	\$0.00	INCLUDED
Unlimited	LensLock FBI-CJIS Redaction Services	\$0.00	INCLUDED
Unlimited	24/7/365 Premier Customer Support	\$0.00	INCLUDED
Unlimited	LensLock Evidence Management Software Access	\$0.00	INCLUDED
Unlimited	District Attorney & Defense Based Software Licenses	\$0.00	INCLUDED
		SUBTOTAL	\$31,080.00
		SALES TAX (8.2%)	\$2,261.56
		TOTAL	\$33,341.56

Summary of 4-Year Payments

Payment	Amount
Year 1 - 07-01-23 - 06-30-24	\$33,341.56
Year 2 - 07-01-24 - 06-30-25	\$29,841.56
Year 3 - 07-01-25 - 06-30-26	\$29,841.56
Year 4 - 07-01-26 - 06-30-27	\$29,841.56
Grand Total	*\$122,866.24



LensLock Inc.
"Securing Trust - One Incident at a Time"
13125 Danielson St., Suite 112
Poway, CA 92064 - U.S.A.
Toll Free - 888-538-0589
www.LensLock.com

CLIENT: Chehalis Police Department

Randy Kaut - Chief

(Name - Title)

(Signature)

(Date)

VENDOR: LensLock, Inc.

Andrew Lynch - Executive Vice President

(Name - Title)

(Signature)

(Date)

Thank you SINCERELY for your business!

[LensLock Terms and Conditions](#)



**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

DATE: April 24, 2023

SUBJECT: Chehalis Centralia Railroad & Museum Proposal to Partner with the Mount Rainier Scenic Railroad

INTRODUCTION

The Chehalis Centralia Railroad (CCRM) is working on a plan to have the Mount Rainier Scenic Railroad (MRSR) operate their train on CCRM owned tracks in a partnership that would operate as the Mt. Rainier Railroad in Chehalis from June 1 to October 31, 2023.

This operation would continue to require use of the property that the CCRM leases from the City on Hillburger Road. Therefore, the CCRM is requesting that the City Council approve the change consistent with the related lease agreement with the City. Representatives from the CCRM are scheduled to be at the meeting to provide additional information and have provided a letter describing their plans, which is attached to this report.

CURRENT LEASE APPROVAL REQUIREMENT

In 2012, the CCRM entered into a lease with the City of Chehalis for use of City owned property located on Hillburger Road. The lease includes a provision related to any assignment of the lease:

9. Assignment. Lessee shall not assign its interest in this Lease Agreement nor sublet the leased premises without written consent of the Lessor.

While the proposed plan would still involve CCRM, the proposed partnership with MRSR would add another party to the operation. Therefore, CCRM is asking the City Council to approval of the use of the property for the support operations for the proposed Mt. Rainier Railroad in Chehalis. This would allow City of Chehalis to again be a tourist destination with a passenger railroad.

CONSIDERATIONS

The main concern of any arrangement of this kind is that the City would be protected from liability associated with the operation of the Railroad by both of the parties. This would require proof of adequate and appropriate insurance, and provisions requiring that the City be named as an additional insured on all policies related to the operation of the train, including tracks, train, and supporting property activities. This may also require a second agreement between the City and MRSR to provide the City the appropriate indemnification, etc.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

It is recommended that the City Council consider the proposal by the CCRM and provide direction to staff.

SUGGESTED MOTION

There is no suggested motion.



Ms. Jill Anderson
Chehalis City Manager
350 N. Market Blvd.
Chehalis, WA 98532

April 14, 2023

Dear Ms. Anderson,

Over the past two months the Chehalis Centralia Railroad (CCRM) Board of Directors and the Mt. Rainier Scenic Railroad (MRSR) Board and staff, have been researching a partnership between our scenic tourist railroads for this summer season. The plan, as initially set forth, is to bring the MRSR operation to Chehalis and lease our rail line and surrounding property for their operation.

We are currently researching the details including logistics, insurance, operational process, schedules which are all necessary to bring their steam locomotive and rolling stock to Chehalis. At this time, all systems appear to be satisfactory and positive progress continues. The agreement would extend from June 1 to October 31, 2023. To that end, CCRM and MRSR Boards met at the Mineral Shop on April 11, followed by a site visit to the CCRM rail yard the next day. There are a variety of issues to understand, from loading passengers, safety procedures, and storage, to ticketing, schedules, and marketing. Through many conversations, both entities remain strong in their desire to make this partnership a reality. A contract is currently being drawn up by our attorney and the CCRM Board of Directors approved a revenue sharing option at its recent meeting on April 12. It is a requirement of their insurance that this operation be conducted as Mt. Rainier Railroad *in Chehalis*. MRSR will assume all liability associated with the paid excursions.

We are seeking approval from Chehalis City Council to allow the use of the railyard to Mt Rainier Scenic Railroad. The CCRM will serve as “landlord” of both the rail-line and train yard. Right of way and ground maintenance and facilities will be the responsibility of the CCRM. We would like to ask this request to be placed on the April 24, 2023 agenda to seek approval of this plan.

We are excited about this opportunity, which would be advantageous for both organizations and continue to bring visitors and tourists to Chehalis and our surrounding area.

Best Regards,

Mary K. Nelson, President
Chehalis Centralia Railroad & Museum Board of Directors

Chehalis-Centralia
Railroad & Museum
SteamTrainRide.com

PO Box 1680
Chehalis WA 98532
360-748-9593
info@steamtrainride.com

501c3 Non-profit
EIN 91-1353377
UBI 601-798-865

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 23rd day of August, 2012, by and between the **CITY OF CHEHALIS, WASHINGTON, a municipal corporation**, herein called "Lessor", and the **CHEHALIS-CENTRALIA RAILROAD & MUSEUM, a Washington nonprofit corporation**, herein called "Lessee",

WITNESSETH:

WHEREAS, pursuant to RCW 35A.79.010, noncharter code cities have all powers provided by general law to cities of any class relating to the leasing of municipal real property; and

WHEREAS, Lessor has property consisting of approximately 11.40 acres commonly known as Parcel 5811-2 located on Hillburger Road within the city limits of the city of Chehalis; and

WHEREAS, Lessor has need to promote tourism and economic development for citizens of Chehalis and members of the public; and

WHEREAS, Lessee has offered to provide a stream train operation and museum for the public purposes above mentioned upon the terms and conditions herein set forth; and

WHEREAS, Lessor lacks funds to provide facilities to provide the public purposes aforementioned; and

WHEREAS, Lessee, being a quasi-public corporation established for the education and welfare of the community in addition to the traditional functions of a railroad association, may have available money and resources for the construction of a building to accommodate the needs

of Lessee and also to accommodate to the extent possible and necessary the public purposes of the city aforementioned; and

WHEREAS, Lessee lacks funds to purchase land in a suitable location on which to construct a building; and

WHEREAS, the City Council of the city of Chehalis, Washington, has determined that entering into this Lease Agreement is in the public interest, in that public needs of the city as specified herein can be met without expenditure of city funds; and

WHEREAS, both parties recognize that at a later time and during the term of this Lease, the parties may enter into negotiations for the sale of the land herein described by Lessor to Lessee, Lessor not being now obligated to sell and Lessee not being now obligated to buy; now, therefore,

Lessor does hereby lease, rent, and demise unto Lessee, and Lessee does hereby rent and lease from Lessor, real property consisting of approximately 11.40 acres commonly known as Parcel 5811-2 located on Hillburger Road within the city limits of the city of Chehalis, Lewis County, Washington, more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof as though fully set forth, and further identified on the map attached hereto, marked Exhibit "B", and by this reference made a part hereof as though fully set forth, for the purpose and upon the terms and conditions herein specified.

1. **Term.** The term of this Lease shall be for a period of seventeen (17) years, commencing the 23rd day of August, 2012, and terminating the 25th day of June, 2029.

2. **Renewal.** Upon the expiration of the initial term hereof, Lessee shall have the right and option to renew and extend the term hereof for two (2) additional consecutive fifteen (15)-year periods. Notice of Lessee's election to so renew and extend the term hereof shall be given .

to Lessor in writing not less than one hundred eighty (180) days prior to the expiration of the initial term and the first extended term hereof.

3. **Rent.** Lessee shall pay to Lessor as and for the rental of the described premises the sum of One and no/100 Dollars (\$1.00) per year, payable in advance on the date of commencement of the initial term hereof and on each anniversary thereof throughout the initial term hereof. The rental to be paid for any extended term hereof shall be renegotiated prior to the effective date of such extended term.

4. **Utilities.** Lessee shall install, provide, and maintain heat, light, water, and sanitary sewage disposal services for any improvements constructed upon the Leased premises during the entire term of this Lease, including any renewed or extended term hereof, and shall make available to Lessor and the public an assembly space above described at reasonable hours in accordance with such rules and regulations as Lessor and Lessee may from time to time agree upon.

5. **Maintenance.** Lessee shall, at Lessee's expense, maintain the leased premises in a clean, neat and presentable condition during the term hereof.

6. **Tourist Promotion and Economic Development.** As additional consideration herein, and in furtherance of Lessor's promotion of tourism as authorized by RCW 35.21.700, and Lessor's promotion of economic development as authorized by Section 1, Chapter 93, 1985 Washington Session Laws, Lessee shall promote the resources and facilities in the city of Chehalis, Washington, or the general area around the city, by advertising, publicizing, or otherwise distributing information for the purpose of attracting visitors and encouraging tourist expansion, and assist Lessor in programs for economic development. Such tourist promotion

and economic development activity shall be conducted by Lessee at all times during the term of this Lease or any renewed or extended term hereof.

7. **Destruction of Improvements.** In the event the building and improvements erected by Lessee shall be wholly or partially destroyed by fire or any other cause so as to render the building and improvements unfit for the uses herein contemplated, Lessee shall have a period of one (1) year after such destruction or partial destruction to repair and rebuild the building. In the event of failure by Lessee to so repair and rebuild, the building and improvements remaining shall be removed from the leased premises by Lessee, at Lessee's expense, within said one-year period, and this Lease Agreement shall thereupon be terminated.

8. **Hold Harmless.** Lessee shall save and hold Lessor harmless from any and all claims or liens for labor, material, or taxes during the entire term of this Lease, including any renewed or extended term hereof. Lessee accepts the demised premises in their present condition and shall save and hold Lessor and Lessor's agents harmless from all damages of every kind and nature whatsoever that may be claimed or accrue by reason of any accident on or about the leased premises or from Lessee's use or occupations of the leased premises and areas adjacent thereto, or caused by the acts or neglect of Lessee or any agent of Lessee. Neither Lessor nor Lessor's agents shall be liable for the death of or injury to any person on or about the leased premises, or for loss of or damage to any property of Lessee, and Lessor shall not be liable to Lessee or to any person for claims arising from any defect or present condition of the premises, whether known or unknown, or for damages by storms, rain, or leakage.

9. **Assignment.** Lessee shall not assign its interest in this Lease Agreement nor sublet the leased premises without written consent of Lessor.

10. **Default.** In the event default shall be made in any of the terms, conditions, and covenants herein contained, or in the event the leased premises are not maintained by Lessee for the purposes herein specified, Lessor shall, at its option, have the right to terminate this Lease Agreement and re-enter the leased premises. Such termination shall be effected by providing written notice of the defaults complained of to Lessee not less than ninety (90) days prior to the effective date of such termination. In the event Lessee does not remedy the defaults complained of within said 90-day period, the notice of termination shall be fully effective and Lessor may re-enter the premises. In the event of such termination, all rights of Lessor shall remain as if this Lease Agreement had continued through its full term or any renewed or extended term.

11. **Termination.** Notwithstanding any other provision herein, the parties hereto may, by mutual agreement, terminate this Lease Agreement at any time prior to expiration of the initial term or any renewed or extended term hereof.

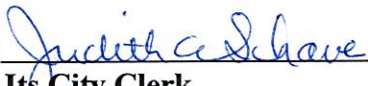
EXECUTED IN DUPLICATE on the date and year first above written.

**City of Chehalis, Washington, a
municipal corporation**

By


Its City Manager

Attest:


Its City Clerk

LESSOR

STATE OF WASHINGTON)

:SS

COUNTY OF LEWIS)

On this 21st day of August, 2012, personally appeared before me
Bill Thompson and Narda Thompson, to me known to be
the President and Secretary, respectively, of Chehalis-Centralia Railroad & Museum, a
Washington nonprofit corporation, the corporation that executed the foregoing instrument, and
acknowledged the said instrument to be the free and voluntary act and deed of said corporation,
for the uses and purposes therein mentioned, and on oath stated that they are authorized to
execute the said instrument for and on behalf of said corporation.

GIVEN under my hand and official seal this 21st day of August, 2012.

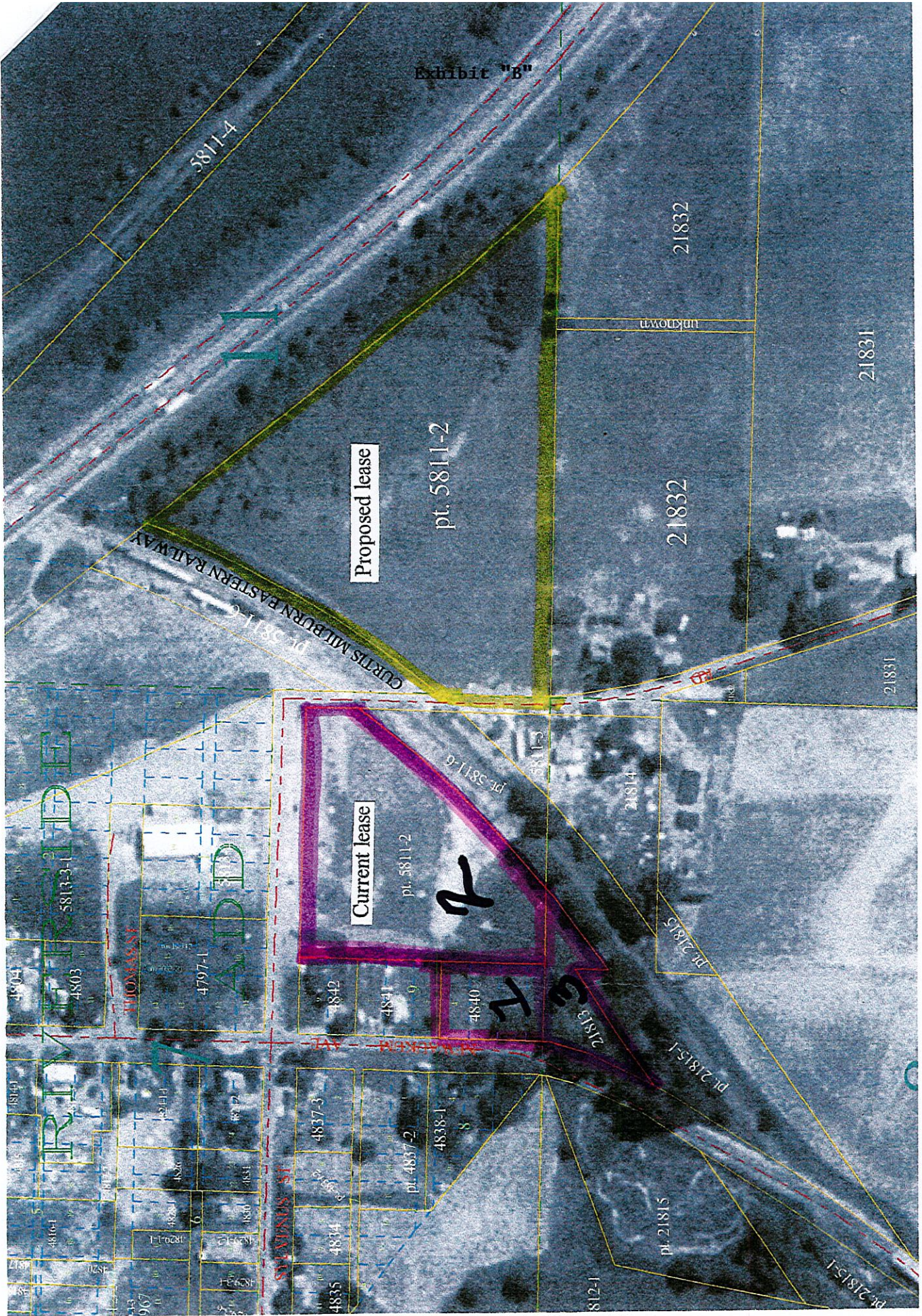


Caryn D. Foley
Notary Public in and for the state of
Washington residing Chehalis
My name is Caryn D. Foley
My appointment expires 5/18/2015

Exhibit "A"

1. Lots 1 through 4, inclusive, Block 9, Riverside Addition to the City of Chehalis according to Plat recorded in Volume 2 of Plats, page 80, records of Lewis County.
[Parcel No. 4840]
2. That part of the South 436.62 feet of the West 436.62 feet of the East 466.62 feet of Government Lot 7 lying Northerly of the strip of land conveyed to The Portland and Puget Sound Railroad Company by deeds recorded in Volume Y of Deeds, page 450, and Volume 28 of Deeds, page 264, records of Lewis County.
[Parcel No. 5811-2-1]
3. That part of Government Lot 8, Section 31, lying East of H. C. Shorey Road (formerly T. L. Devereese Road) and North of the strip of land conveyed to The Portland and Puget Sound Railroad Company by deed recorded in Volume 29 of Deeds, page 491, records of Lewis County; EXCEPT any part of the North 2.83 chains of the East 7.07 chains of said Government Lot 8.
[Parcel No. 21813]
4. That part of Government Lot 11, Section 31, lying Southwesterly of the tracts of land conveyed to the state of Washington for Primary State Highway No. 1 by deeds recorded in Volume 354 of Deeds, page 518, and Volume 353 of Deeds, page 517, records of Lewis County, and Southeasterly of the strip of land conveyed to the Portland and Puget Sound Railroad Company by deed recorded in Volume Y of Deeds, page 158, records of Lewis County.
[Parcel No. 5811-2-2]

SUBJECT TO: Easements, reservations, and restrictions of record



Agreement

Property

8-23-12

Lease Agreement between the city of Chehalis
and Chehalis-Centralia Railroad Association
for city-owned property near Hillburger Road
and Sylvanus Street

August 23, 2012

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Lance Bunker, Public Works Director
Justin Phelps, Interim Water Superintendent

MEETING OF: April 24, 2023

SUBJECT: Greenwood Water Main Project: Bid Award for Project Engineering

ISSUE

The Public Works Department has solicited proposals from engineering firms to begin work on the engineering phase of the Greenwood Water Main Project. This agenda item has been prepared to request that the City Council award the engineering and design contract for the project to RB Engineering.

DISCUSSION

The Greenwood Water Main Project is the second phase of a water main upgrade in the Prospect area. The first phase was completed in 2013. Due to its age, pipe material, and undersized water main, the water system off Prospect Ave serving the area of Greenwood, Carlesta, Hillsdale, and Woodland needs to be updated and upsized to 8" ductile iron pipe. Construction would include necessary fire hydrants, blow-offs, valves, service laterals, and pavement restoration. This area currently contains asbestos cement pipe, 2" PVC, and 1 ½" galvanized that was installed in the 1970s.

Recently staff began the process of soliciting proposals from engineering firms listed on the MRSC Roster, as required by the Administrative Procurement Policy adopted by Council in December of 2022. Three engineering firms were contacted, but only one proposal was received from RB Engineering with a total cost for engineering and design of \$41,900 and staff is recommending a 10% contingency for any unanticipated additional expenses.

FISCAL IMPACT

The additional expense of \$14,090 which includes the 10% contingency for this project is over the originally budgeted amount of \$32,000 and will need to be included in an amendment to the 2023 Adopted Budget which will be presented to the City Council at a future meeting.

RECOMMENDATION/COUNCIL ACTION DESIRED

It is recommended that the City Council Award the Greenwood Project to RB Engineering in the amount of \$46,090 which includes the total engineering cost of \$41,900 and 10% contingency of \$4,190.

SUGGESTED MOTION

I move the City Council award the Greenwood Project to RB Engineering an amount not to exceed \$46,090 and to authorize the City Manager to execute all project related documents.



CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT dated the 21st day of April, 2023, by and between the

CITY OF CHEHALIS, WASHINGTON, (hereinafter called **OWNER**) and RB Engineering (hereinafter called **CONTRACTOR**). **OWNER** and **CONTRACTOR**, in consideration of the mutual covenants

hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated. The Work is generally described as:

RB Engineering acceptance of bid award for completion of engineering services for the Greenwood Water Project. Staff has solicited proposals from engineering firms as required by the City's procurement policy with the winning proposal received from RB Engineering. RB Engineering total cost for engineering and design is \$41,900.

Article 2. PREVAILING WAGES.

This is a public works project and requires that prevailing wages be paid as governed by Chapter 39.12 RCW – Prevailing Wages on Public Works, regardless of the contract amount.

Each individual contractor and subcontractor on a public works project must individually file a "Statement of Intent to Pay Prevailing Wages and an Affidavit of Wages Paid" with the Washington State Department of Labor and Industries for each contract. **CONTRACTOR** and subcontractor must provide **OWNER** with compliance documentation.

Article 3. CONTRACT AGREEMENT PRICE.

OWNER shall pay **CONTRACTOR** for completion of the Work in accordance with the Contract Agreement equal to the amounts determined:

Bid/Quote Amount	\$ 41,900
Sales Tax	\$
TOTAL	\$ 46,090

CITY OF CHEHALIS

By: _____

Title: City Manager

Date: _____

CONTRACTOR ACCEPTANCE

By: _____

Title: _____

Date: _____

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Adam Fulbright, Fire Chief

MEETING OF: April 24, 2023

SUBJECT: Purchase Rosenbauer Viper 109' Ladder Truck for the Fire Department with American Rescue Program Act (ARPA) Funds

ISSUE

The City's current Fire Department Ladder Truck is more than 25 years old and can only be used on a very limited basis. Therefore, the City Council is being asked to consent to award a contract in the amount of \$1,574,498.00 and to Rosenbauer for the purchase of a 2023 Rosenbauer Viper 109' Ladder Truck another \$75,000 for potential change orders and equipment. The rounded total is \$1.65 million. Based on the recommendation of the City Council Budget Committee it is proposed that the City's Funding for the purchase would be provided from the City's ARPA allocation which is sufficient to fund the purchase and \$70,000 or more of the additional equipment.

STATUS OF THE CURRENT LADDER TRUCK

The City's current Fire Ladder Truck is a Spartan 1997-Nova Quintech 100' Skyarm with a 2000 GPM pump and a 100 Gallon tank. The expected service life of an aerial apparatus (ladder truck) is 20 years, so the current truck is five years past its expected service life. Over the years Ladder 48 has spent a substantial amount of time out of service and has failed UL testing repeatedly resulting in long out of service times and costly repairs. It has become more and more challenging to acquire parts for the ladder structure and electronic components and can no longer be repaired.

As a result, the City's Ladder truck is now listed as limited service, meaning extreme emergency use only such as, for arial master stream use, because the Ladder controls have malfunctioned. For these reasons, we can no longer depend on it, and its use for rescue creates a safety risk to staff and citizens, that is too great to chance.

PURCHASE OF A NEW LADDER TRUCK

The City has a cooperative purchasing agreement with Sourcewell, so we recommend procuring this purchase through contract # 113021-RSD. In addition, the current state of our Ladder Truck also qualifies the City of Chehalis for emergency purchase to replace an emergency vehicle, that provides rescue and arial master stream capabilities to the community, maintaining the health and safety of staff and citizens. The Ladder Truck also qualifies as an eligible use of ARPA funds.

CITY COUNCIL BUDGET COMMITTEE REVIEW

The City Council Budget Committee reviewed the proposed acquisition of a 2023 Rosenbauer Viper 109' Ladder Truck and several funding options for the apparatus. It is the recommendation of the Committee to use ARPA funds for the purchase of the Ladder Truck and that City Council authorize the City Manager to award Sourcewell contract # 113021-RSD with Rosenbauer in the amount of \$1,574,498 for the Rosenbauer Viper 109' Ladder truck. It is further recommended that an additional \$75,000 be budgeted for change order fees during construction and equipment package for outfitting the Ladder Truck with needed radios, computers, hose and tools.

FISCAL IMPACT

Contractor	Pape Machinery
Contract Amount	\$1,574,498.00
Propose ARPA Funding	
Additional Funds For Equipment ARPA should cover at least \$70,000 of the \$75,000 Any balance would be from the Equipment/Vehicle Reserve Fund	\$75,000.00
Total	\$1,649,498
Budget Amendment Required?	Yes

The total fiscal impact would be rounded to \$1.65 million. It is estimated that ARPA funds, with the expected interest on the current fund balance, will cover the entire \$1.65 million; however, in the event that a small amount is needed to supplement ARPA funds, it is proposed that the City's Automotive/Equipment Reserve Fund be the source for up to \$10,000 of the \$1.65 million.

RECOMMENDATION

It is recommended that the City Council:

- 1) Authorize the expenditure of up to \$1.65 million from the City's ARPA fund to purchase and equip a Rosenbauer Viper 109' Fire Ladder truck including change orders and supplemental equipment.
- 2) Authorize the use of up to \$10,000 from the City's Automotive/Equipment Reserve Fund if the interest earnings in the ARPA fund are not sufficient to fund the entire \$1.65 million.
- 3) Authorize the City Manager to award Sourcewell contract # 113021-RSD with Rosenbauer in the amount of \$1,574,498.00, plus change orders and/or equipment that do not exceed the total budget authority.
- 4) Authorize the purchase of equipment needed to outfit the Ladder Truck with needed radios, computers, hose, and tools as part of the total budget of \$1.65 million.

SUGGESTED MOTION

I move that the City Council:

- 1) Authorize the expenditure of up to \$1.65 million from the City's ARPA fund to purchase and equip a Rosenbauer Viper 109' Fire Ladder truck including change orders and supplemental equipment.
- 2) Authorize the use of up to \$10,000 from the City's Automotive/Equipment Reserve Fund if the interest earnings in the ARPA fund are not sufficient to fund the entire \$1.65 million.
- 3) Authorize the City Manager to award Sourcewell contract # 113021-RSD with Rosenbauer in the amount of \$1,574,498.00, plus change orders and/or equipment that do not exceed the budget authority.
- 4) Authorize the purchase of equipment needed to outfit the Ladder Truck with needed radios, computers, hose, and tools as part of the total budget of \$1.65 million.

Attachments (listed in order presented):

1. Invoice #1
2. Contract
3. Specification Sheet