



## AGENDA

### City Council Regular Meeting - **REVISED**

6:30 PM - Tuesday, April 2, 2019

City Hall Council Chambers, Sammamish, WA

Page		Estimated Time
	<b>CALL TO ORDER</b>	6:30 pm
	<b>ROLL CALL</b>	
	<b>PLEDGE OF ALLEGIANCE</b>	
	<b>APPROVAL OF AGENDA</b>	
	<b>PUBLIC COMMENT</b>	6:35 pm
	<p><b>Note:</b> <i>This is an opportunity for the public to address the Council. Three-minutes limit per person or five-minutes if representing the official position of a recognized community organization. If you would like to show a video or PowerPoint, it must be submitted or emailed by 5 pm, the end of the business day, to the City Clerk, Melonie Anderson at <a href="mailto:manderson@sammamish.us">manderson@sammamish.us</a>. Please be aware that Council meetings are videotaped and available to the public.</i></p>	
	<b>CONSENT CALENDAR</b>	7:05 pm
	1. <b>Payroll:</b> For the Period Ending March 15, 2019 For a Pay Date of March 20, 2019 in the Amount of \$424,652.10	
4 - 12	2. <b>Approval:</b> Claims For Period Ending April 2, 2019 In The Amount Of \$988,143.80 For Check No. 53484 Through 53614 <a href="#">View Agenda Item</a>	
13 - 17	3. <b>Resolution:</b> Accepting The 2018 Curb Ramp Retrofit and Sidewalk Repair Project As Complete <a href="#">View Agenda Item</a>	
18 - 22	4. <b>Resolution:</b> Accepting The East Lake Sammamish Parkway (Phase 2 South Segment) Ditch And Culvert Maintenance Project As Complete	

- [View Agenda Item](#)
- 23 - 59 5. **Approval:** 2018-2019 Emergency Management Performance Grant (EMPG)  
[View Agenda Item](#)
- 60 - 62 6. **Supplemental Agreement:** No. 6 - 2013 Concurrency Management and Transportation Services / David Evans & Associates, Inc  
[View Agenda Item](#)
- 63 - 64 7. **Approval:** Minutes for the March 17, 2019 Special Meeting  
[View Agenda Item](#)
- 65 - 68 8. **Approval:** Minutes for the March 19, 2019 Regular Meeting  
[View Agenda Item](#)

### PRESENTATIONS / PROCLAMATIONS

7:10 pm

- 69 9. **Proclamation:** Sexual Assault Awareness Month  
[View Agenda Item](#)
- 70 - 87 10. **Presentation:** Issaquah Fall City Road Design Project Addendum to add a Temporary Roundabout and Traffic Control  
[View Agenda Item](#)

### PUBLIC HEARINGS

### UNFINISHED BUSINESS

### NEW BUSINESS

7:55 pm

- 88 - 89 11. **Discussion:** Political Positions and Non-Core City Related Decisions  
[View Agenda Item](#)

### COUNCIL REPORTS/ COUNCIL COMMITTEE REPORTS

8:30 pm

**Revised: "Report: Councilmember Pam Stuart" - Revised on 4/1/2019. Revised to provide correct version on 4/3/2019.**

- 90 - 99 12. **Report:** Councilmember Pam Stuart  
[View Report](#)
- 100 - 104 13. **Report:** Councilmember Ramiro Valderrama  
[View Legislative Committee Minutes](#)  
[View Draft Proclamation on SB 5323](#)

### CITY MANAGER REPORT

### EXECUTIVE SESSION

9:00 pm

**Revised 4/1/2019.**

To evaluate the qualifications of an applicant for public employment,

pursuant to RCW 42.30.110(1)(g) and property acquisition pursuant to RCW42.30.110(1)(b)

14. **Approval:** City Manager Contract

**ADJOURNMENT**

**10:00 pm**

**LONG TERM CALENDAR**

105 - 108

[View Calendar here](#)

City Council meetings are wheelchair accessible. American Sign Language (ASL) interpretation is available upon request. Please phone (425) 295-0500 at least 48 hours in advance. Assisted Listening Devices are also available upon request.



# MEMORANDUM

To: Melonie Anderson, City Clerk

From: Tracey, Finance Department

Date: March 28, 2019

Re: Claims for April 2, 2019

••0••

108,032.76	+
154,275.86	+
7,533.85	+
78,804.64	+
1,683.04	+
9,472.78	+
628,340.87	+
988,143.80	*

	\$ 108,032.76
	\$ 154,275.86
	\$ 7,533.85
	\$ 78,804.64
	\$ 1,683.04
	\$ 9,472.78
	\$ 628,340.87
Check #53484 - 53614	\$ 988,143.80

## Top 10 Over \$10,000 Payments

Vendor	Amount	Details
Watson Asphalt Paving Co	\$ 287,038.26	Pavement patching program
King County Finance	\$ 150,870.47	2018 Voter Registration
Kamins Construction	\$ 83,250.00	Intersection improvement program
ICMA 401	\$ 54,871.40	Employee benefits
PBS Engineering	\$ 48,352.16	George Davis Creek Fish Passage project
LWSD	\$ 43,029.00	School Impact Fees
Issaquah School District	\$ 30,552.00	School Impact Fees
ICMA 457	\$ 21,470.48	Employee benefits
Voyager	\$ 16,733.88	Fuel
KPG	\$ 15,195.78	Big Rock Park Site B

Accounts Payable

Check Register Totals Only

User: tcartmel  
 Printed: 3/15/2019 - 10:09 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
53484	03/15/2019	ALLSTREA	Allstream	2,201.80	53,484
53485	03/15/2019	REDUTIL	City of Redmond	24.52	53,485
53486	03/15/2019	COMCAST2	Comcast	9.44	53,486
53487	03/15/2019	comcast3	Comcast	1,333.96	53,487
53488	03/15/2019	FRONTIR2	Frontier	410.03	53,488
53489	03/15/2019	ISD	Issaquah School District	30,552.00	53,489
53490	03/15/2019	KINGPET	King County Pet Licenses	465.00	53,490
53491	03/15/2019	LWSD	Lake Washington School Dist	43,029.00	53,491
53492	03/15/2019	MAILPO	Mail Post Sammamish	169.99	53,492
53493	03/15/2019	NESAM	NE Sammamish Sewer & Water	681.90	53,493
53494	03/15/2019	PSE	Puget Sound Energy	11,924.60	53,494
53495	03/15/2019	sam	Sammamish Plateau Water Sewer	496.64	53,495
53496	03/15/2019	VOYAGER	Voyager	16,733.88	53,496

Check Total: 108,032.76

# Accounts Payable

## Check Register Totals Only

User: tcartmel  
 Printed: 3/15/2019 - 11:01 AM

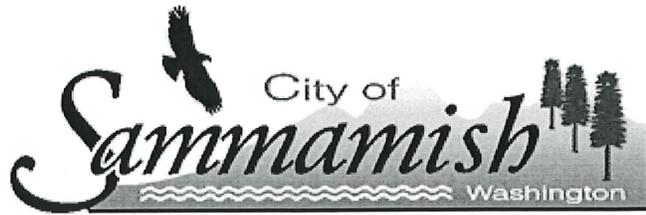


Check	Date	Vendor No	Vendor Name	Amount	Voucher
53497	03/15/2019	APP	Associated Petroleum Products	943.99	53,497
53498	03/15/2019	kingfi	King County Finance A/R	150,870.47	53,498
53499	03/15/2019	MINUTE	Minuteman Press	52.80	53,499
53500	03/15/2019	EDMONDS	Robert L Edmonds	1,500.00	53,500
53501	03/15/2019	WAAUDIOL	Washington Audiology Services	908.60	53,501
Check Total:				154,275.86	

Accounts Payable

Check Register Totals Only

User: tcartmel  
 Printed: 3/18/2019 - 3:42 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
53502	03/18/2019	VERIZON	Verizon Wireless	7,533.85	53,502
Check Total:				7,533.85	

# Accounts Payable

## Check Register Totals Only

User: tcartmel  
 Printed: 3/19/2019 - 8:59 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
53503	03/20/2019	CASDU	Caifornia State Disbursement Unit	663.50	53,503
53504	03/20/2019	ICMA401	ICMA 401	54,871.40	53,504
53505	03/20/2019	ICMA457	ICMA457	21,470.48	53,505
53506	03/20/2019	NAVIA	Navia Benefits Solution	1,584.09	53,506
53507	03/20/2019	WASUPPOR	Wa State Support Registry	215.17	53,507
Check Total:				78,804.64	

Accounts Payable  
Computer Check Register

User: tcartmel  
 Printed: 03/19/2019 - 11:33AM  
 Batch: 00018.03.2019  
 Bank Account: APPR

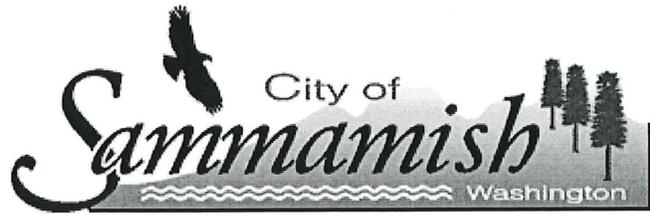


Check	Vendor No	Vendor Name	Date	Invoice No	Amount
53508	AWCCOBRA	Association of WA Cities	3/19/2019		
				03/2019	1,683.04
					<hr/>
				Check 53508 Total:	1,683.04
					<hr/>
				Report Total:	1,683.04
					<hr/> <hr/>

Accounts Payable

Check Register Totals Only

User: tcartmel  
 Printed: 3/22/2019 - 9:50 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
53509	03/22/2019	ALLSTREA	Allstream	2,194.98	53,509
53510	03/22/2019	CENTURY	CenturyLink	56.68	53,510
53511	03/22/2019	PSE	Puget Sound Energy	4,690.50	53,511
53512	03/22/2019	REPUBLIC	Republic Services #172	761.35	53,512
53513	03/22/2019	SNUG	Springbrook Natl User Group	800.00	53,513
53514	03/22/2019	STAPLES	Staples Advantage	564.27	53,514
53515	03/22/2019	waacol	Wa State Dept of Ecology	405.00	53,515
				9,472.78	
Check Total:				9,472.78	

# Accounts Payable

## Check Register Totals Only

User: tcartmel  
 Printed: 3/27/2019 - 12:49 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
53516	04/02/2019	ADAMSPLU	Adams Plumbing and Fire	410.00	53,516
53517	04/02/2019	ALTATERR	AltaTerra Consulting LLC	7,912.85	53,517
53518	04/02/2019	ALTUS	Altus Traffic Management	629.33	53,518
53519	04/02/2019	AMERICAL	Americall International Inc	299.00	53,519
53520	04/02/2019	ANTIN	Aaron Antin	125.63	53,520
53521	04/02/2019	APPGROUP	Appraisal Group of the NW	3,000.00	53,521
53522	04/02/2019	ARC	ARC Architects	1,342.00	53,522
53523	04/02/2019	AWC	Association of Wa Cities	50.00	53,523
53524	04/02/2019	AUTODOC	Auto Doctor	8,726.59	53,524
53525	04/02/2019	BACKGROU	Background Source Intl	445.00	53,525
53526	04/02/2019	BAKERMAR	Marc Baker	90.74	53,526
53527	04/02/2019	BERK	Berk Consulting, Inc.	1,093.97	53,527
53528	04/02/2019	BEST	Best Parking Lot Cleaning, Inc	3,562.64	53,528
53529	04/02/2019	bobs	Bob's Heating & Air	599.50	53,529
53530	04/02/2019	BPWBUILD	BPW Builders, LLC	10,000.00	53,530
53531	04/02/2019	BROTHER	Brothers Electrical Solar LLC	89.00	53,531
53532	04/02/2019	CADMAN	Cadman, Inc.	1,337.64	53,532
53533	04/02/2019	CDW	CDW Govt Inc	11,319.88	53,533
53534	04/02/2019	CERTLABS	Certified Laboratories	119.19	53,534
53535	04/02/2019	ISSCITY	City Of Issaquah	1,828.25	53,535
53536	04/02/2019	COLVINHA	Colvin-Hallett, P.S.	619.95	53,536
53537	04/02/2019	comprehe	Comprehensive Electrical Service	100.00	53,537
53538	04/02/2019	DAILY	Daily Journal of Commerce	158.40	53,538
53539	04/02/2019	DEAR	Justin Dear	83.00	53,539
53540	04/02/2019	DTGENTER	DTG Enterprises Inc.	126.44	53,540
53541	04/02/2019	dye	Christopher Dye	635.50	53,541
53542	04/02/2019	ECOTONE	Ecotone Commissioning Group LL	4,800.00	53,542
53543	04/02/2019	ELIASCHR	Christine Elias	130.00	53,543
53544	04/02/2019	ENVIROTE	Envirotech Services, Inc	6,101.01	53,544
53545	04/02/2019	ESA	ESA	4,207.83	53,545
53546	04/02/2019	EVERFORD	Evergreen Ford	510.94	53,546
53547	04/02/2019	FASTENAL	Fastenal Industrial Supplies	404.71	53,547
53548	04/02/2019	FEDERICI	Nick Federici	2,000.00	53,548
53549	04/02/2019	FIDELIS	Fidelis, Inc	2,351.25	53,549
53550	04/02/2019	HDFOWL	H. D. Fowler Company	2,390.31	53,550
53551	04/02/2019	HONEY	Honey Bucket	290.00	53,551
53552	04/02/2019	ISNW	Industrial Solutions NW LLC	6,282.62	53,552
53553	04/02/2019	INDTIRE	Industrial Tire Service	494.44	53,553
53554	04/02/2019	ISD	Issaquah School District	601.10	53,554
53555	04/02/2019	JOHNSONA	Andrew Johnson	99.06	53,555
53556	04/02/2019	KAMINS	Kamins Construction Inc.	83,250.00	53,556
53557	04/02/2019	kingfi	King County Finance A/R	12,579.99	53,557
53558	04/02/2019	kingreal	King County Real Estate Services	500.00	53,558
53559	04/02/2019	kingtrea	King County Treasury Div	1,352.00	53,559
53560	04/02/2019	KLEINFEL	Kleinfelder, Inc.	2,189.00	53,560
53561	04/02/2019	KPG	KPG Interdisciplinary Design	15,195.78	53,561
53562	04/02/2019	LEGEND	Legend Data Systems, Inc	355.03	53,562
53563	04/02/2019	LESSCHWA	Les Schwab Tire Center	194.68	53,563
53564	04/02/2019	LMGSECUR	LMG Security	4,556.25	53,564
53565	04/02/2019	MALLORY	Mallory Paint Store	57.43	53,565

Check	Date	Vendor No	Vendor Name	Amount	Voucher
53566	04/02/2019	MARRIS-S	Anthony Marris-Swann	155.44	53,566
53567	04/02/2019	MESSERJA	Jason Messer	500.00	53,567
53568	04/02/2019	MICROSOF	Microsoft	29.00	53,568
53569	04/02/2019	MINUTE	Minuteman Press	1,167.28	53,569
53570	04/02/2019	NRPA	National Parks & Rec Assoc	850.00	53,570
53571	04/02/2019	NESCO	Nesco LLC	3,580.51	53,571
53572	04/02/2019	ONDECKSP	On Deck Sports	2,090.00	53,572
53573	04/02/2019	PACAIR	Pacific Air Control, Inc	1,007.14	53,573
53574	04/02/2019	POA	Pacific Office Automation	1,660.98	53,574
53575	04/02/2019	PACOFF	Pacific Office Automation Inc.	184.80	53,575
53576	04/02/2019	PACPLANT	Pacific Plants	746.46	53,576
53577	04/02/2019	PACSOIL	Pacific Topsoils, Inc	298.65	53,577
53578	04/02/2019	PANNIER	Pannier Graphics	1,915.00	53,578
53579	04/02/2019	PATTLAR	Larry Patterson	2,600.00	53,579
53580	04/02/2019	PBS	PBS Engineering and Environmental I	48,352.16	53,580
53581	04/02/2019	PROTH	Prothman Company	9,476.00	53,581
53582	04/02/2019	HALF	Robert Half	9,405.00	53,582
53583	04/02/2019	ROSECITY	Rose City Label	250.00	53,583
53584	04/02/2019	RUIZSTER	Sterling Ruiz	165.30	53,584
53585	04/02/2019	samchamb	Sammamish Chamber of Commerce	5,000.00	53,585
53586	04/02/2019	SAMHERIT	Sammamish Heritage Society	1,181.25	53,586
53587	04/02/2019	seatowne	Seatown Electric Corp	423.00	53,587
53588	04/02/2019	SEITELSY	Seitel Systems LLC	243.75	53,588
53589	04/02/2019	SEQUOYAH	Sequoyah Electric, LLC	3,842.58	53,589
53590	04/02/2019	SIGNARAM	Signarama-Redmond	308.99	53,590
53591	04/02/2019	SITEONE	Site One Landscape Supply LLC	6,497.78	53,591
53592	04/02/2019	SMS	SMS Cleaning, Inc	2,808.00	53,592
53593	04/02/2019	SOUNDPUB	Sound Publishing, Inc	141.00	53,593
53594	04/02/2019	STEINLOT	Stein Lotzkar & Starr P.S. Inc	4,302.00	53,594
53595	04/02/2019	SUNBELT	Sunbelt Rentals	3,657.35	53,595
53596	04/02/2019	SWITCHEL	Switch Electric	530.00	53,596
53597	04/02/2019	TAGS	Tags Awards & Specialties	14.85	53,597
53598	04/02/2019	PERFECT	The Perfect Pair	1,580.15	53,598
53599	04/02/2019	quadrant	The Quadrant Corp	1,570.32	53,599
53600	04/02/2019	WORKWEAR	The Workwear Place	207.88	53,600
53601	04/02/2019	TRIANGLE	Triangle Associates, Inc	339.57	53,601
53602	04/02/2019	TRINITYG	Trinity Gate & Door Co.	481.25	53,602
53603	04/02/2019	ULINE	ULINE Shipping Supplies	1,657.70	53,603
53604	04/02/2019	wace	Wa Assoc of Code Enforcement	160.00	53,604
53605	04/02/2019	WAWILD	Wa Wildlife & Recreation Coalition	750.00	53,605
53606	04/02/2019	WES	Washington Energy Services	114.00	53,606
53607	04/02/2019	WAWORK	Washington Workwear Stores Inc	200.00	53,607
53608	04/02/2019	WATSON	Watson Asphalt Paving Co	287,038.26	53,608
53609	04/02/2019	WESCOM	Wescom	328.00	53,609
53610	04/02/2019	WESSPUR	WesSpur Tree Equipment, Inc.	1,426.00	53,610
53611	04/02/2019	WILLIAMN	N Beth Williams	114.00	53,611
53612	04/02/2019	WINTER	Winter Equipment Co., Inc	8,991.28	53,612
53613	04/02/2019	ZEE	Zee Medical Service	96.21	53,613
53614	04/02/2019	ZUMAR	Zumar Industries, Inc.	4,304.05	53,614
				<hr/> <hr/>	
				Check Total:	628,340.87
				<hr/> <hr/>	

# Agenda Bill

City Council Regular Meeting

April 02, 2019



<b>SUBJECT:</b>	Final Project Acceptance: 2018 Curb Ramp Retrofit and Sidewalk Repair: Contract #C2018-154	
<b>DATE SUBMITTED:</b>	March 22, 2019	
<b>DEPARTMENT:</b>	Public Works	
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
<b>RECOMMENDATION:</b>	Adopt a resolution accepting the 2018 Curb Ramp Retrofit and Sidewalk Repair Project by RRJ Company, LLC as complete.	
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - 2018 Curb Ramp Retrofit and Sidewalk Repair Closeout Resolution</a> <a href="#">2. Exhibit 2 - 2018 Curb Ramp Retrofit and Sidewalk Repair Final Voucher</a>	
<b>BUDGET:</b>		
Total dollar amount	\$714,660.11	<input checked="" type="checkbox"/> <b>Approved in budget</b>
Fund(s)	Overlay & Pavement Preservation - Roadway, 101-000-542-30-48-51	<input type="checkbox"/> <b>Budget reallocation required</b> <input type="checkbox"/> <b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>		
<input checked="" type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

**NEEDED FROM COUNCIL:**

Shall Council accept the 2018 Curb Ramp Retrofit and Sidewalk Repair Project with RRJ Company, LLC as complete?

**KEY FACTS AND INFORMATION SUMMARY:**

**Summary:**

All work for the 2018 Curb Ramp Retrofit and Sidewalk Repair Project has been completed in accordance with the project specifications. The recommended action approves the final contract

amount and constitutes the final acceptance of the work. There were no contractor claims filed against the City, and no liquidated damages were assessed against the contractor.

**Background:**

On April 17th, 2018 Council authorized the City Manager to award and execute a contract with the lowest responsive and responsible bidder, RRJ Company, LLC. for construction of the 2018 Curb Ramp Retrofit and Sidewalk Repair Project in an amount not to exceed \$599,202.80 and to administer a construction contingency in the amount of \$89,850.

On July 10th, 2018 Council authorize the City Manager to sign Change Order 01 to allow the 2018 Curb Ramp Retrofit and Sidewalk Repair project to expand it limits on 205th PI NE in an amount to not exceed and additional \$125,015.88.

The project commenced on August 27, 2018, and was completed on December 5, 2018.

**FINANCIAL IMPACT:**

The completed improvements were constructed within the project budget. A summary of the actual project expenditures, by budget number, is provided below.

Contract Expenditures (101-000-542-30-48-51):

Initial Contract	\$ 599,202.80
Change Order 1	\$ 125,015.88
Change Order 2	- \$ 9,558.57
<b>Final Completed Contract</b>	<b>\$ 714,660.11</b>

The total contract amount was within the council authorized Change Order 01 total.

**OTHER ALTERNATIVES CONSIDERED:**

No alternatives. The project has been deemed complete and final authorization is needed to complete the close-out paperwork.

**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2019-\_\_\_\_\_**

---

**A RESOLUTION OF THE CITY OF SAMMAMISH,  
WASHINGTON, ACCEPTING THE 2018 CURB RAMP  
RETROFIT AND SIDEWALK REPAIR PROJECT AS  
COMPLETE**

WHEREAS, at the Regular Council meeting on April 17, 2018, the City Council authorized the City Manager to enter into a contract with the lowest bidder for the 2018 Curb Ramp Retrofit and Sidewalk Repair Project (“the Project”); and

WHEREAS, the City Manager executed contract C2018-154 for construction of the Project with RRJ Company, LLC; and

WHEREAS, the Project was substantially completed by RRJ Company, LLC on August 27, 2018; and

WHEREAS, the City Council now wishes to accept the work on the Project as complete;

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

Section 1. Project Acceptance. The City of Sammamish hereby accepts the 2018 Curb Ramp Retrofit and Sidewalk Repair Project as complete.

Section 2. Authorization of Contract Closure Process. The City Manager is hereby authorized to complete the contract closure process upon receiving appropriate clearances from the Department of Revenue, the Department of Labor and Industries and the Department of Employment Security.

Section 3. Effective Date. This Resolution shall take effect immediately upon signing.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE \_\_ DAY OF APRIL 2019.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Christie Malchow

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Melonie Anderson, City Clerk

Approved as to form:

\_\_\_\_\_  
Michael R. Kenyon, City Attorney

Filed with the City Clerk:     March 22, 2019  
Passed by the City Council:  
Resolution No.:



## Final Contract Voucher Certificate

Contractor RRJ Company, LLC			
Street Address P.O. Box 607			
City Monroe	State WA	Zip 98272	Date 2/15/2019
State Project Number C2018-154	Federal-Aid Project Number N/A	Highway Number N/A	
Contract Title 2018 Curb Ramp Retrofit and Sidewalk Repair Project			
Date Work Physically Completed 12/5/2018		Final Amount \$ 714,660.11	

### Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the Department of Transportation nor have I rented or purchased any equipment or materials from any employee of the Department of Transportation; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the State of Washington for work performed and material furnished under this contract; that I have carefully examined said final estimate and understand its contents and that I hereby release the State of Washington from any and all claims of whatsoever nature which I may have arising out of the performance of said contract, which are not set forth in said estimate.



\_\_\_\_\_  
 Contractor Authorized Signature Required  
  
 \_\_\_\_\_  
 Printed Signature Name

Subscribed and sworn to before me this 21<sup>st</sup> day of March 2019  
Tiffany Smart Notary Public in and for the State of Washington  
 residing at Snohomish

### Department of Transportation Certification

I, certify the attached final estimate to be based upon actual measurements, and to be true and correct.

Approved Date \_\_\_\_\_

\_\_\_\_\_  
Project Engineer / Project Administrator Signature

\_\_\_\_\_  
City Engineer

# Agenda Bill

City Council Regular Meeting  
April 02, 2019



<b>SUBJECT:</b>	Final Project Acceptance: East Lake Sammamish Parkway (Phase 2 South Segment) Ditch and Culvert Maintenance	
<b>DATE SUBMITTED:</b>	March 18, 2019	
<b>DEPARTMENT:</b>	Public Works	
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
<b>RECOMMENDATION:</b>	Adopt a resolution accepting East Lake Sammamish Parkway (Phase 2 South Segment) Ditch and Culvert Maintenance Project as completed.	
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1- R2019-xxx ELSP Ditch and Culvert Maintenance Project</a> <a href="#">2. Exhibit 2 - Iron Creek SIGNED Voucher</a>	
<b>BUDGET:</b>		
<b>Total dollar amount</b>	\$134,273.26	<input checked="" type="checkbox"/> <b>Approved in budget</b>
<b>Fund(s)</b>	408-000-531-35-41-00 (Surface Water Management Fund - Maintenance & Operations Section - Professional Services)	<input type="checkbox"/> <b>Budget reallocation required</b> <input type="checkbox"/> <b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>		
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

**NEEDED FROM COUNCIL:**  
Should the City of Sammamish accept the East Lake Sammamish Parkway (Phase 2 South Segment) Ditch and Culvert Maintenance project as complete?

**KEY FACTS AND INFORMATION SUMMARY:**  
On June 19 2018, the City Council authorized the City Manager to award and execute a construction contract with Iron Creek Construction, LLC in the amount of \$154,550 in addition to a 10% contingency. The purpose of the project was to conduct ditching activities to clean out sediment, mow vegetation,

and otherwise re-establish ditches to their original functions. Culvert maintenance (e.g., cleaning, removing debris) was also included.

Ditch maintenance efforts began in August 2018 and was substantially completed on December 30, 2018. The project was constructed in the amount of \$134,273.26 which is under the approved contract amount.

**FINANCIAL IMPACT:**

The maintenance was completed within the approved project budget. A summary of the contract and actual expenditures is below:

Project Expenditures	Budget Number	Contract Award	Construction Actual
East Lake Sammamish Parkway (Phase 2 South Segment) Ditch and Culvert Maintenance	408-000-531-35-41-00	\$154,550.00	\$134,273.26

**OTHER ALTERNATIVES CONSIDERED:**

If the resolution is not adopted, the East Lake Sammamish Parkway (Phase 2 South Segment) Ditch and Culvert Maintenance Project close-out paperwork will not be completed.

**RELATED CITY GOALS, POLICIES, AND MASTER PLANS:**

**City Comprehensive Plan:**

*Environment and Conservation*

- Goal EC.5 Maintain and protect surface water and groundwater resources that serve the community and enhance the quality of life.

**City of Sammamish Storm and Surface Water Management Comprehensive Plan (2016)**

- Objective G.5.2 – Identify maintenance projects that improve the functionalist of the surface and stormwater system.
- Action G.5.2.A Ditch and Culvert Maintenance – Conduct ditch and culvert maintenance on up to 2 miles of the City’s ditch system per year.

**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2019-\_\_\_\_\_**

---

**A RESOLUTION OF THE CITY OF SAMMAMISH,  
WASHINGTON, ACCEPTING THE EAST LAKE SAMMAMISH  
PARKWAY (PHASE 2 SOUTH SEGMENT) DITCH AND  
CULVERT MAINTENANCE PROJECT AS COMPLETE**

WHEREAS, at the Regular Council meeting of June 19, 2018, the City Council authorized the City Manager to enter into a contract with the lowest bidder for the East Lake Sammamish Parkway (Phase 2 South Segment) Ditch and Culvert Maintenance project; and

WHEREAS, the City Manager executed contract C2018-176 with Iron Creek Construction, LLC.; and

WHEREAS, the project was substantially completed by the contractor on December 30, 2018;

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

Section 1. Acceptance of the East Lake Sammamish Parkway (Phase 2 South Segment) Ditch and Culvert Maintenance Project as Complete. The City of Sammamish hereby accepts the East Lake Sammamish Parkway (Phase 2 South Segment) Ditch and Culvert Maintenance project as complete.

Section 2. Authorization of Contract Closure Process. The City Manager is hereby authorized to complete the contract closure process upon receiving appropriate clearances from the Department of Revenue, the Department of Labor and Industries and the Department of Employment Security.

Section 3. Effective Date. This resolution shall take effect immediately upon signing.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE \_\_\_\_\_ DAY OF MARCH 2019.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Christie Malchow

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Melonie Anderson, City Clerk

Approved as to form:

\_\_\_\_\_  
Michael R. Kenyon, City Attorney

Filed with the City Clerk:  
Passed by the City Council:  
Resolution No.:



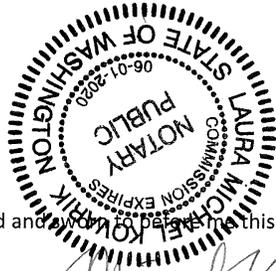
RECEIVED  
FEB 19 2019  
CITY OF SAMMAMISH

## Final Contract Voucher Certificate

Contractor <b>Iron Creek Construction, LLC.</b>			
Street Address <b>22525 SE 64<sup>th</sup> Pl, Suite 2228</b>			
City <b>Issaquah</b>	State <b>WA</b>	Zip <b>98027</b>	Date <b>02/05/2019</b>
City Project Number <b>NA</b>	Federal Aid Project Number <b>NA</b>	City Contract Number <b>C2018-176</b>	
Contract Title <b>East Lake Sammamish Parkway (Phase 2 South Segment) Ditch and Culvert Maintenance</b>			
Date Work Physically Completed <b>12/28/2018</b>		Final Amount <b>\$ 134,273.26</b>	

### Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Sammamish nor have I rented or purchased any equipment or materials from any employee of the City of Sammamish; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Sammamish for work performed and material furnished under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Sammamish from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.



**X** [Signature]  
Contractor Authorized Signature Required

NATHAN DODSON  
Print Signature Name

Subscribed and sworn to before me this 14<sup>th</sup> day of February 20 19

**X** [Signature] Notary Public in and for the State of Washington  
residing at Bellevue, WA

### City of Sammamish

I, certify the attached final estimate to be based upon actual measurement, and to be true and correct.

**X** [Signature]  
Project Engineer/Project Administrator

**X** [Signature] Approved Date 3/18/19  
City Engineer

This Final Contract Voucher is to be prepared by the Project Engineer or Project Administrator. Contractors Claims, if any, must be included and the Contractors Certification must be labeled indicating a claim attached.

# Agenda Bill

City Council Regular Meeting  
April 02, 2019



<b>SUBJECT:</b>	2018-19 Emergency Management Performance Grant (EMPG)										
<b>DATE SUBMITTED:</b>	March 21, 2019										
<b>DEPARTMENT:</b>	City Manager's Office										
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational										
<b>RECOMMENDATION:</b>	Shall City Council authorize the City Manager to execute an agreement with the State of Washington Military Department to accept the 2018-19 Emergency Management Performance Grant (EMPG) funding?										
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - Emergency Management Performance Grant</a>										
<b>BUDGET:</b>	Total dollar amount    \$34,926.00										
Fund(s)	<input type="checkbox"/> <b>Approved in budget</b> <input type="checkbox"/> <b>Budget reallocation required</b> <input checked="" type="checkbox"/> <b>No budgetary impact</b>										
<b>WORK PLAN FOCUS AREAS:</b>	<table border="0"> <tr> <td><input type="checkbox"/>  Transportation</td> <td><input checked="" type="checkbox"/>  Community Safety</td> </tr> <tr> <td><input type="checkbox"/>  Communication &amp; Engagement</td> <td><input type="checkbox"/>  Community Livability</td> </tr> <tr> <td><input checked="" type="checkbox"/>  High Performing Government</td> <td><input type="checkbox"/>  Culture &amp; Recreation</td> </tr> <tr> <td><input checked="" type="checkbox"/>  Environmental Health &amp; Protection</td> <td><input type="checkbox"/>  Financial Sustainability</td> </tr> </table>			<input type="checkbox"/> Transportation	<input checked="" type="checkbox"/> Community Safety	<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	<input checked="" type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability
<input type="checkbox"/> Transportation	<input checked="" type="checkbox"/> Community Safety										
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability										
<input checked="" type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation										
<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability										

**NEEDED FROM COUNCIL:**

2018-19 Emergency Management Performance Grant (EMPG) Contract Execution Approval

**KEY FACTS AND INFORMATION SUMMARY:**

The City of Sammamish has been awarded \$34,926.00 by the State of Washington Military Department - Emergency Management Division as part of the 2018-2019 Emergency Management Performance Grant (EMPG) program. This grant funding will be used to support the previously identified goal of purchasing the durable equipment needed to conduct emergency sheltering operations of Sammamish residents affected or displaced by disaster.

Background:

The Federal Department of Homeland Security (DHS) has awarded 2018-19 EMPG grant funding to the State of Washington (State). The State, as grantee, has awarded funding to designated county and local jurisdictions. The City of Sammamish (City) is one of several communities in the State that applied to receive this funding. The State has allocated \$34,926.00 in funding to the City based on a per capita basis. This grant reimburses the City for eligible emergency management related expenditures, which includes planning, staff costs, and equipment.

The EMPG Program plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.

In 2017, the City of Sammamish was awarded \$34,780.00 which supported upgrades to the Emergency Operations Center, programmatic support to the City's Emergency Management programs, and National Incident Management System (NIMS) compliant training for City personnel.

#### **FINANCIAL IMPACT:**

The City will be awarded \$34,926.00 from the Emergency Management Performance Grant. There is a 100% match required by the grant; however, those costs are calculated as in-kind services provided from the salary of the City's Emergency Manager. Therefore, there will be no direct financial burden associated with this grant's matching requirement.

#### **OTHER ALTERNATIVES CONSIDERED:**

If the grant is not accepted, another source of funding should be identified to secure equipment needed for mass care/sheltering operations for those residents displaced by disaster.

#### **RELATED CITY GOALS, POLICIES, AND MASTER PLANS:**

2017 Comprehensive Emergency Management Plan (CEMP)



**SPECIAL TERMS AND CONDITIONS**

**ARTICLE I. KEY PERSONNEL**

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

SUBRECIPIENT		DEPARTMENT	
Name	<b>Andrew Stevens</b>	Name	<b>Gary Stumph</b>
Title	<b>Emergency Manager</b>	Title	<b>Program Coordinator</b>
E-Mail	<b>astevens@sammamish.us</b>	E-Mail	<b>gary.stumph@mil.wa.gov</b>
Phone	<b>425-295-0549</b>	Phone	<b>253-512-7483</b>
Name	<b>Larry Patterson</b>	Name	<b>Tirzah Kincheloe</b>
Title	<b>Interim City Manager</b>	Title	<b>Program Manager</b>
E-Mail	<b>lpatterson@sammamish.us</b>	E-Mail	<b>tirzah.kincheloe@mil.wa.gov</b>
Phone	<b>425-295-0550</b>	Phone	<b>253-512-7456</b>
Name	<b>Aaron Antin</b>	Name	
Title	<b>Director of Finance and IT</b>	Title	
E-Mail	<b>aantin@sammamish.us</b>	E-Mail	
Phone	<b>425-295-0590</b>	Phone	

**ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL 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 DHS/FEMA applicable to the 18EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of The U.S. Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2018 Emergency Management Performance Grant (EMPG) document, the DHS Award Letter for Grant No. EMS-2018-EP-00004-S01, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The DHS Award Letter is incorporated in this Agreement as Attachment 1.

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.

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

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

**1. SUBAWARDS & CONTRACTS BY SUBRECIPIENT**

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 18EMPG funds received under this Agreement casts the party receiving the funds in the role of a Subrecipient or contractor in accordance with 2 CFR 200.330.
- b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its Subrecipient:
  - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 18EMPG funds, including, but not limited to, those contained in 2 CFR 200.
  - ii. The Subrecipient shall require its subrecipient to 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 DHS/FEMA applicable to the 18EMPG Program, including, but

not limited to, all criteria, restrictions, and requirements of The U.S. Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2018 Emergency Management Performance Grant (EMPG) document, the DHS Award Letter for Grant No. EMS-2018-EP-00004-S01 in Attachment 1, and the federal regulations commonly applicable to DHS/FEMA grants.

- iii. The Subrecipient shall be responsible to the Department for ensuring that all 18EMPG federal award funds, and associated matching funds, provided to its subrecipients are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment 1 of this Agreement.

**2. BUDGET & REIMBURSEMENT**

- a. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Exhibit E), an indirect cost rate agreement negotiated between the federal cognizant agency and the Subrecipient establishing approved indirect cost rate(s) as described in 2 CFR 200.414 and Appendix VII to 2 CFR 200 must be submitted to the Department. However, under 2 CFR 200.414(f), if the Subrecipient has never received a negotiated indirect cost rate agreement establishing federally negotiated rate(s), the Subrecipient may negotiate a rate with the Department or charge a de minimis rate of 10% of modified total direct costs. The Subrecipient's actual indirect cost rate may vary from the approved rate but must not exceed the approved negotiated indirect cost rate percentage for the time period of the expenditures. If a Subrecipient chooses to charge the 10% de minimis rate, but did not charge indirect costs to previous subawards, a request for approval to charge indirect costs must be submitted to the Department for approval with an explanation for the change.
- d. For travel costs, the Subrecipient 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. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by Department Key Personnel.
- e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to [Reimbursements@mil.wa.gov](mailto:Reimbursements@mil.wa.gov) no later than the due dates listed within the Timeline (Exhibit D).  
  
Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department. If the reimbursement request isn't substantial enough, the Subrecipient should request **prior** written approval from Department Key Personnel to waive the due date in the Timeline (Exhibit D) and once approved submit those costs on the next scheduled reimbursement due date contained in the Timeline.
- f. 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 auditors.
- g. Any request for extension of a due date in the Timeline (Exhibit D) will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate

time for Department review and consideration, and may be granted or denied within the Department's sole discretion.

- h. 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.
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline) will prohibit the Subrecipient from being reimbursed until such complete reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. A written amendment will be required if the Subrecipient expects cumulative transfers to budget categories, as identified in the Budget (Exhibit E), to exceed 10% of the Grant Agreement Amount. Any changes to budget category totals not in compliance with this paragraph will not be reimbursed without approval from the Department.
- m. 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 a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

**3. REPORTING**

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Exhibit C) activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report describing all completed activities under this Agreement.
- c. In conjunction with the final report, the Subrecipient shall submit a separate report detailing how the EMPG Training requirements were met for all personnel funded by federal or matching funds under this Agreement.
- d. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department the FFATA Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>, which is incorporated by reference and made a part of this Agreement.
- e. The Subrecipient shall participate in the State's annual capabilities assessment for the Stakeholder Preparedness Review (SPR), formerly known as the State Preparedness Report.

**4. EQUIPMENT AND SUPPLY MANAGEMENT**

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.318 – 200.326 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:
  - i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a

- subaward, for which a contract, Subrecipient grant agreement, or other means of legal transfer of ownership is in place.
- ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
  - iii. Inventory system records shall include:
    - A. description of the property
    - B. manufacturer's serial number, model number, or other identification number
    - C. funding source for the equipment, including the Federal Award Identification Number (FAIN)
    - D. Catalog of Federal Domestic Assistance (CFDA) number
    - E. who holds the title
    - F. acquisition date
    - G. cost of the equipment and the percentage of federal participation in the cost
    - H. location, use, and condition of the equipment at the date the information was reported
    - I. disposition data including the date of disposal and sale price of the property.
  - iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
  - v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well maintained and kept in good operating condition.
  - vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department.
  - vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
  - viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
    - A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.

B. For Equipment:

- 1) Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency.
  - 2) Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
- ix. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Allowable equipment categories for the EMPG Program are listed on the Authorized Equipment List (AEL) located on the FEMA website at <http://www.fema.gov/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program and includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.
- If the item is not identified on the AEL as allowable under EMPG, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval prior to acquisition.
- d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- e. The Subrecipient must pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward under this Agreement.

5. **ENVIRONMENTAL AND HISTORICAL PRESERVATION**

- a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) program. EHP program information can be found at <https://www.fema.gov/media-library/assets/documents/85376> all of which are incorporated in and made a part of this Agreement.
- b. Projects that have historical impacts or the potential to impact the environment, including, **but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures and facilities; or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed, also require a DHS/FEMA EHP review before project initiation.
- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.

- d. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and approval received by the Subrecipient before** any work is started for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient will not be reimbursed.

**6. PROCUREMENT**

- a. 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 B, A.10.
- b. For all sole source contracts expected to exceed \$150,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

**7. 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 the “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 allowability and consistency with Agreement work plan, budget, and federal requirements
  - v. observation and documentation of Agreement related activities, such as exercises, training, funded events, and equipment demonstrations
  - vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, 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.

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

- a. The Subrecipient 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>.

**9. NIMS COMPLIANCE**

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.
- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. In order to receive FY 2018 federal preparedness funding, to include EMPG, the Subrecipient will ensure all NIMS objectives have been initiated and/or are in progress toward completion. NIMS Implementation Objectives are located at <https://www.fema.gov/media-library/assets/documents/130743>.

**B. EMPG PROGRAM SPECIFIC REQUIREMENTS**

- 1. The Department receives EMPG Program funding from DHS/FEMA, which is provided to assist state, local, and tribal governments to enhance and sustain all-hazards emergency management capabilities as authorized by Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121 et seq.) and Section 662 of the Post Katrina Emergency Management Act (6 U.S.C. § 762).
- 2. A portion of the 18EMPG is passed through to local jurisdictions and tribes with emergency management programs to supplement their local/tribal operating budgets to help sustain and enhance emergency management capabilities pursuant to Washington Administrative Code (WAC) 118-09.
- 3. The Subrecipient shall use the EMPG funds authorized under this Agreement only to perform tasks as described in the Work Plan of the Subrecipient's application for funding, as approved by the Department and incorporated into this Agreement.
- 4. Funding may not be used to replace or supplant existing local or tribal government funding of emergency management programs.
- 5. The Subrecipient shall provide a fifty percent match of **\$34,926** of non-federal origin. To meet matching requirements, the Subrecipient's cash matching contributions must be considered reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations, including, but not limited to, 2 CFR Part 200. An

appropriate mechanism must be in place to capture, track, and document matching funds. In the final report, the Subrecipient shall identify how the match was met and documented.

6. All personnel funded in any part through federal award or matching funds under this Agreement shall:
  - a. Complete and record proof of completion for the NIMS training requirements outlined in the NIMS Training Program located at [https://www.fema.gov/pdf/emergency/nims/nims\\_training\\_program.pdf](https://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf) (to include ICS-100, ICS-200, IS-700, and IS-800 for most personnel). The Subrecipient will report training course completion by individual personnel along with the final report; and
  - b. Complete either (1) the FEMA Professional Development Series IS-120, IS-230, IS-235, IS-240, IS-241, IS-242, and IS-244, or (2) the National Emergency Management Basic Academy. The Subrecipient will report training course completion by individual personnel along with the final report.

**C. DHS TERMS AND CONDITIONS**

As a Subrecipient of 18EMPG program funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 18EMPG Award Letter and its incorporated documents for DHS Grant No. EMS-2018-EP-00004-S01, which are incorporated and made a part of this Agreement as Attachment 1.

**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 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. **“Agreement”** means this Grant Agreement.
- b. **“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 the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **“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.
- d. **“Monitoring Activities”** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- e. **“Investment”** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this this Agreement. Such grant application is hereby incorporated into this Agreement by reference.

A.2 ADVANCE PAYMENTS PROHIBITED

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

A.3 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the 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 ASSURANCES

The 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.

A.6 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 contractors or Subrecipients 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 subawards to Subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or Subrecipient or by checking the System for Award Management (<https://sam.gov/portal/SAM/##11>) 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>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' Debarred Vendor List (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

**A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING**

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the 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 Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

**A.8 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 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 subawards, a provision prohibiting such interest pursuant to this provision.

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

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), 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), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58),

State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, 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, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement 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 currently set at \$150,000, 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 affected 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 government-wide 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 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).
- b. The Department reserves the right to review the Subrecipient's 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 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.
  - c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the 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.12 DISPUTES

Except as otherwise provided in this Agreement, 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.13 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 subcontractors, subrecipients, 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 the 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.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department’s Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, 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 signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate 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.16 NONASSIGNABILITY

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

A.17 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.18 NOTICES

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

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/ HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the 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.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward 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 and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

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

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this 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.23 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.

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

A.24 RECAPTURE PROVISION

In the event the 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 from the Subrecipient.

A.25 RECORDS

- 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) years must be followed.

A.26 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 federal award 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, regulations, 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.27 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.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities, as Subrecipients of a federal award, 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 200.425.

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

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its corrective action plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

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

If the Subrecipient claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient must send a completed "2 CFR Part 200 Subpart F Audit Certification Form" (<https://www.mil.wa.gov/emergency-management-division/grants/requiredgrantforms>) to the Department at the address listed above 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).

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.29 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 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.30 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.31 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 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.32 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.33 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 as an 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, 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 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 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 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.34 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

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

A.35 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.36 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.

**WORK PLAN**

**FY 2018 Emergency Management Performance Grant**

**Emergency Management Organization** City of Sammamish

The purpose of EMPG is to assist with the enhancement, sustainment and improvement of state, local, and tribal emergency management programs. Activities conducted using EMPG funding should relate directly to the five elements of emergency management: prevention, protection, response, recovery, and mitigation. Washington State does not require a specific number of activities to receive EMPG funding. However, there are required capabilities that must be sustained in order to remain eligible for EMPG funding, including but not limited to the ability to communicate and warn, educate the public, train and exercise, plan, and be NIMS compliant. The Work Plan delineates the Emergency Management Organization's emergency management program planning and priority focus for this grant cycle (to include 18EMPG grant and local funds).

**Program Area #1**

**Mass Care Sheltering Equipment**

WORK PLANNED	WHY THE WORK IS BEING DONE	RESULT OF THE WORK
1 Purchase durable mass care equipment required to support emergency shelter operations for 100 individuals, including those individuals with access and functional needs.	Currently, the City of Sammamish has no equipment or supplies available or dedicated to mass care operations. Given the geography of the jurisdiction, with limited ingress and egress off of the Sammamish plateau, combined with the hazards identified in the city's risk assessment, the likelihood of obtaining these durable shelter supplies is limited in the event of a regional disaster.	The city will have the ability to provide mass care sheltering to affected populations in the event of an incident which requires emergency shelter operations. Owning and staging the equipment in the city's designated shelters will expedite the operational ability to initiate mass care operations, and greatly reduces the logistic burden of trying to obtain shelter supplies owned and stored by third parties outside of the jurisdiction.

**Program Area #2**

**Emergency Management Program Management**

WORK PLANNED	WHY THE WORK IS BEING DONE	RESULT OF THE WORK
1 Develop the Emergency Management program for the City of Sammamish. Key milestones will be to develop a multi-year strategic plan for EM programs, revise several key CEMP Functional Annexes , develop training and exercise programs, develop a hazard mitigation program, and conduct public outreach.	The City of Sammamish has only had an emergency management program for 1.5 years, and while the program is developing considerably, much work is required to ensure the jurisdiction's ability to successfully prepare, mitigate, respond, and recover from disaster incidents.	Greater preparedness and disaster resiliency. Greater interoperability with neighboring jurisdictions and county EM. Compliance with all local, state, and federal EM guidelines.

**TIMELINE**

---

**FY 2018 Emergency Management Performance Grant**

---

DATE	TASK
June 1, 2018	Grant Agreement Start Date
January 30, 2019	Submit reimbursement request
April 30, 2019	Submit reimbursement request
August 31, 2019	Grant Agreement End Date
October 15, 2019	Submit final reimbursement request, final report, training requirement report, and/or other deliverables.

**BUDGET**  
**FY 2018 Emergency Management Performance Grant**

**18EMPG AWARD** **\$ 34,926.00**

SOLUTION AREA	CATEGORY	EMPG AMOUNT	MATCH AMOUNT
PLANNING	Salaries & Benefits	\$ -	\$ -
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ -	\$ -
	Goods & Services	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ -	\$ -
ORGANIZATION	Salaries & Benefits	\$ -	\$ 34,926
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ -	\$ -
	Goods & Services	\$ 34,926	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ 34,926	\$ 34,926
EXERCISE	Salaries & Benefits	\$ -	\$ -
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ -	\$ -
	Goods & Services	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ -	\$ -
TRAINING	Salaries & Benefits	\$ -	\$ -
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ -	\$ -
	Goods & Services	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ -	\$ -
EQUIP	Equipment	\$ -	\$ -
	Subtotal	\$ -	\$ -
M&A	Salaries & Benefits	\$ -	\$ -
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ -	\$ -
	Goods & Services	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ -	\$ -
	Indirect	\$ -	\$ -
	<i>Indirect Cost Rate on file</i>	<i>0%</i>	
<b>TOTAL Grant Agreement AMOUNT:</b>		<b>\$ 34,926</b>	<b>\$ 34,926</b>

- The Subrecipient will provide a match of **\$34,926** of non-federal origin, 50% of the total project cost (local budget plus EMPG award).
- Cumulative transfers to budget categories in excess of 10% of the Grant Agreement Amount will not be reimbursed without prior written authorization from the Department.

Funding Source: U.S. Department of Homeland Security - PI# 783PT – EMPG

Attachment 1

**18EMPG Award Letter  
EMS-2018-EP-00004-S01**

**Award Letter**



U.S. Department of Homeland Security  
Washington, D.C. 20472

Bret Daugherty  
Washington Military Department  
Building 20  
Camp Murray, WA 98430 - 5122

Re: Grant No.EMS-2018-EP-00004

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2018 Emergency Management Performance Grants has been approved in the amount of \$7,345,832.00. As a condition of this award, you are required to contribute a cost match in the amount of \$7,345,832.00 of non-Federal funds, or 50 percent of the total approved project costs of \$14,691,664.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2018 Emergency Management Performance Grants Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help use to make the necessary updates and avoid any interruptions in the payment process.

A handwritten signature in black ink, appearing to read "Christine Marie Jonientz Trisler". The signature is fluid and cursive, with a prominent loop at the end.

CHRISTINE MARIE JONIENTZ TRISLER Regional Administrator

**Agreement Articles**

Sun Oct 01 00:00:00 GMT 2017

U.S. Department of Homeland Security  
Washington, D.C. 20472



**AGREEMENT ARTICLES**  
**Emergency Management Performance Grants**

**GRANTEE:** Washington Military Department  
**PROGRAM:** Emergency Management Performance Grants  
**AGREEMENT NUMBER:** EMS-2018-EP-00004-S01

**TABLE OF CONTENTS**

Article I	Whistleblower Protection Act
Article II	Use of DHS Seal, Logo and Flags
Article III	USA Patriot Act of 2001
Article IV	Universal Identifier and System of Award Management (SAM)
Article V	Reporting of Matters Related to Recipient Integrity and Performance
Article VI	Rehabilitation Act of 1973
Article VII	Trafficking Victims Protection Act of 2000
Article VIII	Terrorist Financing
Article IX	SAFECOM
Article X	Reporting Subawards and Executive Compensation
Article XI	Procurement of Recovered Materials
Article XII	Patents and Intellectual Property Rights
Article XIII	Notice of Funding Opportunity Requirements

Article XIV	Non-supplanting Requirement
Article XV	Lobbying Prohibitions
Article XVI	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article XVII	Hotel and Motel Fire Safety Act of 1990
Article XVIII	Fly America Act of 1974
Article XIX	Best Practices for Collection and Use of Personally Identifiable Information (PII)
Article XX	Americans with Disabilities Act of 1990
Article XXI	Age Discrimination Act of 1975
Article XXII	Activities Conducted Abroad
Article XXIII	Acknowledgment of Federal Funding from DHS
Article XXIV	Federal Leadership on Reducing Text Messaging while Driving
Article XXV	Federal Debt Status
Article XXVI	False Claims Act and Program Fraud Civil Remedies
Article XXVII	Energy Policy and Conservation Act
Article XXVIII	Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Article XXIX	Duplication of Benefits
Article XXX	Drug-Free Workplace Regulations
Article XXXI	Debarment and Suspension
Article XXXII	Copyright
Article XXXIII	Civil Rights Act of 1968
Article XXXIV	Civil Rights Act of 1964 - Title VI
Article XXXV	DHS Specific Acknowledgements and Assurances
Article XXXVI	Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

Article XXXVII	National Environmental Policy Act
Article XXXVIII	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XXXIX	Acceptance of Post Award Changes
Article XL	Disposition of Equipment Acquired Under the Federal Award
Article XLI	Prior Approval for Modification of Approved Budget

**Article I - Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C Section 2409, 41 U.S.C. 4712, and 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

**Article II - Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**Article III - USA Patriot Act of 2001**

Recipients must comply with requirements of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act \(USA PATRIOT Act\)](#), which amends 18 U.S.C. Sections 175-175c.

**Article IV - Universal Identifier and System of Award Management (SAM)**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#).

**Article V - Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at [2 C.F.R. Part 200, Appendix XII](#), the full text of which is incorporated here by reference in the award terms and conditions.

**Article VI - Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, (29 U.S.C. Section 794), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**Article VII - Trafficking Victims Protection Act of 2000**

Recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended by 22 U.S.C. Section 7104. The award term is located at [2 C.F.R. Section 175.15](#), the full text of which is incorporated here by reference.

**Article VIII - Terrorist Financing**

Recipients must comply with [E.O. 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

**Article IX - SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**Article X - Reporting Subawards and Executive Compensation**

Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at [2 C.F.R. Part 170, Appendix A](#), the full text of which is incorporated here by reference in the award terms and conditions.

**Article XI - Procurement of Recovered Materials**

Recipients 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 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Article XII - Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in 35 U.S.C. Section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. Section 401.14.

**Article XIII - Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Recipients must comply with any such requirements set forth in the program NOFO.

**Article XIV - Non-supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

**Article XV - Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. Section 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

**Article XVI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with the *Title VI of the Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

**Article XVII - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, (15 U.S.C. Section 2225a), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, (15 U.S.C. Section 2225).

**Article XVIII - Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. Section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. Section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 [amendment](#) to Comptroller General Decision B-138942.

**Article XIX - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) as useful resources respectively.

**Article XX - Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. Sections 12101- 12213).

**Article XXI - Age Discrimination Act of 1975**

Recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, Section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

**Article XXII - Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**Article XXIII - Acknowledgment of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

**Article XXIV - Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

**Article XXV - Federal Debt Status**

Recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

**Article XXVI - False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. Section 3801-3812 which details the administrative remedies for false claims and statements made.)

**Article XXVII - Energy Policy and Conservation Act**

Recipients must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Section 6201) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**Article XXVIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

**Article XXIX - Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

**Article XXX - Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 CFR part 3001](#), which adopts the Government-wide implementation ([2 CFR part 182](#)) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

**Article XXXI - Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), and [2 C.F.R. Part 180](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

**Article XXXII - Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

**Article XXXIII - Civil Rights Act of 1968**

Recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. Section 3601 et seq.), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See [24 C.F.R. Section 100.201](#).)

**Article XXXIV - Civil Rights Act of 1964 - Title VI**

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 [C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

**Article XXXV - DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other

individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the [DHS Office of Civil Rights and Civil Liberties](#) (CRCL) by e-mail at [crcl@hq.dhs.gov](mailto:crcl@hq.dhs.gov) or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

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

**Article XXXVI - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**

DHS financial assistance recipients must complete either the OMB Standard Form) [Standard Form 424B Assurances - Non-Construction Programs](#), or [OMB Standard Form 424D Assurances - Construction Programs](#) as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations, Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

**Article XXXVII - National Environmental Policy Act**

Recipients must comply with the requirements of the [National Environmental Policy Act](#) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

**Article XXXVIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R. Part 19](#) and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

**Article XXXIX - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@dhs.gov](mailto:ASK-GMD@dhs.gov) if you have any questions.

**Article XL - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

**Article XLI - Prior Approval for Modification of Approved Budget**

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than the simplified acquisition threshold as defined at 2 C.F.R Section 200.88 (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**BUDGET COST CATEGORIES**

Personnel	\$3,157,326.00
Fringe Benefits	\$1,174,535.00
Travel	\$85,863.00
Equipment	\$0.00
Supplies	\$58,504.00
Contractual	\$9,819,913.00
Construction	\$0.00
Indirect Charges	\$395,523.00
Other	\$0.00

Obligating Document for Award/Amendment						
1a. AGREEMENT NO. EMS-2018-EP-00004-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. 916001095G	4. TYPE OF ACTION AWARD	5. CONTROL NO. FY2018R10EMPG		
6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646		8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603			
9. NAME OF RECIPIENT PROJECT OFFICER Tirzah Kincheloe	PHONE NO. 253 5127456	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askesid@dhs.gov				
11. EFFECTIVE DATE OF THIS ACTION 10/01/2017	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD <b>From:</b> 10/01/2017 <b>To:</b> 09/30/2019 <b>Budget Period</b> 10/01/2017 09/30/2019			
15. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Emergency Management Performance Grants	97.042	2018-FA-GA01-R107-4120-D	\$0.00	\$7,345,832.00	\$7,345,832.00	See Totals
<b>TOTALS</b>			<b>\$0.00</b>	<b>\$7,345,832.00</b>	<b>\$7,345,832.00</b>	<b>\$7,345,832.00</b>
b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A						
16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) Emergency Management Performance Grants recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.						
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Tirzah Kincheloe, Mrs					DATE Wed Sep 05 00:20:54 GMT 2018	
18. FEMA SIGNATORY OFFICIAL (Name and Title)  KIMBERLY ERIN PENFOLD, Assistance Officer					DATE Fri Aug 17 16:37:29 GMT 2018	



# Agenda Bill

City Council Regular Meeting  
April 02, 2019



<b>SUBJECT:</b>	Supplemental Agreement No. 6 - 2013 Concurrency Management and Transportation Services - David Evans & Associates, Inc	
<b>DATE SUBMITTED:</b>	March 21, 2019	
<b>DEPARTMENT:</b>	Public Works	
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
<b>RECOMMENDATION:</b>	Authorize the Interim City Manager to approve Supplemental Agreement No. 6 with David Evans & Associates, Inc, adding \$50,000 (Exhibit 1) to the current contract (contract number 2013-161) for Concurrency Management and Transportation Services.	
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - DEA Supplemental Agreement #6</a>	
<b>BUDGET:</b>		
<b>Total dollar amount</b>	\$50,000	<input checked="" type="checkbox"/> <b>Approved in budget</b>
<b>Fund(s)</b>	101-000-544-40-41-08 (Street Fund - Engineering Section - Concurrency Mgmt. System), 101-000-542-10-41-00 (Street Fund - Engineering Section - Professional Services)	<input type="checkbox"/> <b>Budget reallocation required</b> <input type="checkbox"/> <b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>		
<input checked="" type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

**NEEDED FROM COUNCIL:**

Shall the Council authorize Interim City Manager to approve Supplemental Agreement No. 6 for Concurrency Management and Transportation Services?

**KEY FACTS AND INFORMATION SUMMARY:**

Summary

A Supplemental Agreement of \$50,000 is needed for David Evans & Associates (DEA), Inc to continue conducting concurrency review and test for development concurrency applications and to extend the contract to December 31, 2019.

Background

The City has an existing contract (#2013-161) that was approved in 2013 for DEA to provide concurrency review and management consultant services. Since then, the City has adopted new concurrency standards to include AM and PM peak hour intersection Level of Service (LOS), and AM and PM roadway segments and corridor LOS standards for concurrency review and testing. The consultant's cost for concurrency modeling and testing has increased from \$2,000 per test to \$4,800 per test as a result of the newly adopted concurrency standards. The frequency of conducting concurrency test has also increased.

As the demand for concurrency modeling and testing is increasing, the existing contract amount is not sufficient to conduct additional concurrency tests. This amendment will provide needed capacity to continue concurrency management services. The consultant's cost of conducting concurrency tests are paid for by each applicant. Please note that this additional amount is anticipated to only cover a few months of concurrency testing, so staff plans to come back to Council to approve a new multi-year contract with DEA by this May.

**FINANCIAL IMPACT:**

The current contract amount is \$294,369 with remaining balance of \$4,055. Supplemental Agreement No. 6 is for an additional \$50,000, bringing the total contract amount to \$344,369. The additional amount is budgeted in the approved 2019-2020 Street Fund of 101-000-544-40-41-08.

As noted in summary section, the consultant's cost for conducting concurrency tests are paid for by the applicant.

**OTHER ALTERNATIVES CONSIDERED:**

If this supplemental agreement is not approved, development concurrency applications will not be reviewed and tested under the newly adopted concurrency standards.

**RELATED CITY GOALS, POLICIES, AND MASTER PLANS:**

Transportation Goals

Goal T.1 Supporting Growth Support the city's and region's growth strategy by focusing on moving people and goods within the city and beyond with a highly efficient multimodal transportation network.

Goal T.2 Greater Options and Mobility Invest in transportation systems that offer greater options, mobility, and access in support of the city's growth strategy.

Goal T.3 Operations, Maintenance, Management and Safety As a high priority, maintain, preserve, and operate the city's transportation system in a safe and functional state.

Goal T.4 Sustainability Design and manage the city's transportation system to minimize the negative impacts of transportation on the natural environment, to promote public health and safety, and to achieve optimum efficiency.



**Draft**



## MINUTES

### City Council Special Meeting

---

**3:00 PM - March 17, 2019**

City Hall Council Chambers, Sammamish, WA

Mayor Christie Malchow called the special meeting of the Sammamish City Council to order at 3:00 p.m.

**Councilmembers Present:**

Mayor Christie Malchow  
Deputy Mayor Karen Moran  
Councilmember Jason Ritchie  
Councilmember Ramiro Valderrama  
Councilmember Chris Ross  
Councilmember Tom Hornish  
Councilmember Pam Stuart

**Staff Present:**

Communications Manager/Public Information Officer Sharon Gavin  
Deputy Clerk Lita Hachey

**PLEDGE OF ALLEGIANCE**

---

Councilmember Ross led the pledge.

**APPROVAL OF AGENDA**

---

**MOTION: Councilmember Ramiro Valderrama moved to approve the agenda as read. Councilmember Tom Hornish seconded. Motion carried unanimously 7-0.**

**INTERVIEWS WITH CITY MANAGER CANDIDATES**

---

Rick Rudometkin

Greg Young

Jacque Wedding-Scott

Robert Larson

**ADJOURNMENT**

---

**Draft**

The meeting adjourned at 6:47 pm.

**MOTION: Councilmember Pam Stuart moved to adjourn. Councilmember Ramiro Valderrama seconded. Motion carried unanimously 7-0.**

---

Lita Hachey, Deputy City Clerk

---

Christie Malchow, Mayor

**Draft**



## MINUTES

### City Council Regular Meeting

---

6:30 PM - March 19, 2019

City Hall Council Chambers, Sammamish, WA

Mayor Christie Malchow called the regular meeting of the Sammamish City Council to order at 6:30 p.m.

**Councilmembers Present:**

- Mayor Christie Malchow
- Deputy Mayor Karen Moran
- Councilmember Jason Ritchie
- Councilmember Ramiro Valderrama
- Councilmember Chris Ross
- Councilmember Tom Hornish
- Councilmember Pam Stuart

Councilmember Ritchie arrived at 6:35 pm

**Staff Present:**

- City Manager Larry Patterson
- Director of Community Development Jeff Thomas
- Director of Parks & Recreation Angie Feser
- Deputy Director of Parks & Recreation Anjali Myer
- City Attorney Kim Pratt
- City Clerk Melonie Anderson

**ROLL CALL**

---

Roll was called.

**PLEDGE OF ALLEGIANCE**

---

Deputy Mayor Moran led the pledge.

**APPROVAL OF AGENDA**

---

Mayor Malchow asked to add a proclamation regarding World Autism Day to the agenda.

**MOTION: Councilmember Ramiro Valderrama moved to approve the agenda as amended. Councilmember Tom Hornish seconded. Motion carried unanimously 7-0.**

**Draft**

**PUBLIC COMMENT**

---

**Roisen O'Farrell**, 24114 SE 22nd Street, spoke regarding the challenges of raising an Autistic Child.

**James Jordan**, 634 232nd Place SE, spoke regarding the process for holding public hearings. He feels no public hearing should be held as long as there are outstanding public records requests.

**Susan Carollo**, 2802 233rd Place NE, spoke regarding the World Autism Day Proclamation.

**Mary Wictor**, 408 208th Avenue NE, showed a PowerPoint presentation (available upon request to City Clerk at manderson@sammamish.us.)

**James Eastman**, 3636 Eastlake Sammamish Parkway, spoke regarding changes to the development regulations.

**CONSENT CALENDAR**

---

**Payroll:** For the Period Ending February 28, 2019 For a Pay Date of March 5, 2019 in the Amount of \$424,346.20

**Approval:** Claims For Period Ending March 19, 2019 In The Amount Of \$2,463,385.53 For Check No. 53270 Through 53483

**Contract:** Wetland Monitoring / Shannon and Wilson, Inc.

**Contract:** Security Upgrade to Cloud-Based Services / Springbrook

**Contract:** Engineering Support Services, 2019-2020 / Gray & Osborne, Inc.

**Contract:** Surveying Support Services 2019-2010 / PACE Engineers, Inc.

**Supplemental Agreement:** Beaver and Pine Lakes Stewardship Program / King County Water and Land Resources Division

**Approval:** Minutes for the March 4, 2019 Special Meeting

**Approval:** Minutes for the March 5, 2019 Regular Meeting

**Approval:** Notes for the March 12, 2019 Study Session

**MOTION: Deputy Mayor Karen Moran moved to approve the consent agenda. Councilmember Tom Hornish seconded. Motion carried unanimously 7-0.**

**PROCLAMATIONS**

---

**Proclamation:** World Autism Awareness Day - Tuesday, April 2, 2019  
Roisen O'Farrell read the proclamation.

**Draft**

**Proclamation:** World Down Syndrome Day - Thursday, March 14, 2019

Mayor Malchow read the proclamation.

## **PUBLIC HEARINGS**

---

**Ordinance:** Authorizing Use Of Condemnation Pursuant To Chapter 8.12 RCW As Required For The Lower Commons To Big Rock Park Trail; Authorizing Payment Therefore From The City's Parks Capital Improvement Program Fund; Providing For Severability; And Establishing An Effective Date

Angie Feser, Director of Parks and Recreation gave the staff report and showed a PowerPoint presentation (presentation available here).

Public Hearing opened at 7:18 pm

**James Jordan**, spoke previously, spoke against the condemnation.

**Cara Hobbs** 604 222nd Place SE, spoke against the condemnation.

**Sid Gupta**, 4309 340 Avenue NE, spoke in favor of the condemnation.

**James Eastman**, spoke previously, questioned whether the Trails, Bikeway and Path Plan from 2004 is still a valid document.

**Pauline Cantor**, 620 208th, spoke in support of the condemnation.

Public Hearing closed at 7:34 pm.

## **EXECUTIVE SESSION**

Property Acquisition pursuant to RCW 42.30.110(1)

Council retired to Executive Session at 7:30 pm and returned at 7:45 pm.

**MOTION: Councilmember Jason Ritchie moved to approve the ordinance authorizing the use of condemnation pursuant to Chapter 8.12 RCW as required for the Lower Commons to Big Rock Park Trail Authorizing payment therefore from the City's Parks Capital Improvement Program Fund and otherwise from the General funds of the City; providing for the severability; and establishing an effective date. Councilmember Tom Hornish seconded. Motion failed 2-5 with Mayor Christie Malchow, Deputy Mayor Karen Moran, Councilmember Ramiro Valderrama, Councilmember Chris Ross, and Councilmember Tom Hornish dissenting.**

**MOTION: Councilmember Chris Ross moved to direct staff to look at options for a trail connection that does not required condemnation to complete. Mayor Christie Malchow seconded. Motion carried unanimously 7-0.**

## **UNFINISHED BUSINESS**

---

**Draft**

None

**NEW BUSINESS**

---

None

**COUNCIL REPORTS/ COUNCIL COMMITTEE REPORTS**

---

**Report:** Mayor Christie Malchow

Mayor Malchow requested direction from Council for Sammamish to join other cities in the Sound Cities Public Involvement Committee to take a stand on Initiative 976. This initiative could affect funding for Sound Transit and other entities. Council declined to take a position.

Council directed Mayor Malchow to have Sammamish consider supporting the Affordable Housing tools with Sound Cities.

**CITY MANAGER REPORT**

---

**Report:** City Manager Larry Patterson

**MOTION: Councilmember Pam Stuart moved to approve Item 1 of the City Manager's Report. Deputy Mayor Karen Moran seconded. Motion carried unanimously 7-0.**

**EXECUTIVE SESSION**

---

To evaluate the qualifications of an applicant for public employment pursuant to RCW 42.30.110(1)(g).

Council retired to Executive Session at 8:31 pm and returned at 10:05 pm

**MOTION: Councilmember Jason Ritchie moved to** direct Interim City Manager to enter into negotiations with Rick Rudometkin as the next City Manager. **Councilmember Pam Stuart seconded. Motion carried unanimously 7-0.**

**ADJOURNMENT**

---

The meeting adjourned at 10:05 pm.

**MOTION: Councilmember Tom Hornish moved to adjourn. Councilmember Pam Stuart seconded. Motion carried unanimously 7-0.**

\_\_\_\_\_  
Melonie Anderson, City Clerk

\_\_\_\_\_  
Christie Malchow, Mayor

Sammamish, Washington

# Proclamation

## Sexual Assault Awareness Month

### April 2019



- WHEREAS, Sexual Assault Awareness Month calls attention to the fact that sexual violence is widespread and impacts every person in this community; and
- WHEREAS, in Washington State, 45% of women and 22% of men report having experienced sexual violence in their lifetime; and
- WHEREAS, in King County, 6,657 adults and children received sexual assault services at accredited Community Sexual Assault Programs last year; and
- WHEREAS, nationally, 1 in 5 children under 18 are sexually abused; and in King County last year, 2,000 children and youth who have been sexually abused received services from the King County Sexual Assault Resource Center; and
- WHEREAS, In 2016, 18% of 10th graders in Washington reported that they had been made to engage in unwanted kissing or sexual contact; and
- WHEREAS, negative impacts of sexual violence trauma on women, men, children and youth include fear, concern for safety, symptoms of post-traumatic stress disorder, injury, and missed work or school; and
- WHEREAS, working together to educate our community about sexual violence, supporting survivors when they come forward, speaking out against harmful attitudes and actions, and engaging in best-practice sexual violence prevention work helps end sexual violence; and

**NOW, THEREFORE BE IT RESOLVED** that I, Mayor Christie Malchow and the Sammamish City Council, join advocates and communities across King County in taking action to prevent sexual violence by standing with survivors and proclaiming...

### April 2019 as Sexual Assault Awareness Month.

Together, we commit to a safer future for all children, young people, adults, and families in our community.

\_\_\_\_\_  
*Mayor Christie Malchow*

\_\_\_\_\_  
Date



# Agenda Bill

City Council Regular Meeting  
April 02, 2019



<b>SUBJECT:</b>	Issaquah Fall City Road Design Project Addendum to add a Temporary Roundabout and Traffic Control		
<b>DATE SUBMITTED:</b>	March 28, 2019		
<b>DEPARTMENT:</b>	Public Works		
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational		
<b>RECOMMENDATION:</b>	Approve Issaquah Fall City Road Design Project Addendum to add a Temporary Roundabout and Traffic Control Elements.		
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - Supplemental Agreement 4</a> <a href="#">2. Exhibit 2 - Temporary Roundabout Scope of Services</a> <a href="#">3. Exhibit 3 - Temporary Roundabout Fee Estimate</a> <a href="#">4. Exhibit 4 - Council Presentation</a>		
<b>BUDGET:</b>			
<b>Total dollar amount</b>	\$16,410	<input type="checkbox"/>	<b>Approved in budget</b>
<b>Fund(s)</b>	IFCR Project 340-150-595-61-63-00	<input checked="" type="checkbox"/>	<b>Budget reallocation required</b>
		<input type="checkbox"/>	<b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>			
<input checked="" type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety		
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability		
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation		
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability		

**NEEDED FROM COUNCIL:**

Shall the City Council approve an addendum to Issaquah Fall City Road Design Project Addendum to add a Temporary Roundabout and Traffic Control Elements?

**KEY FACTS AND INFORMATION SUMMARY:**

This agenda bill is to approve a design addendum to add key detour items identified at the October 26, 2017 Issaquah Fall City Road Construction and Detour Public Workshop to the project's construction plans.

These elements include four (4) additional traffic control items to the plans:

1. Temporary roundabout at Issaquah-Beaver Lake Road and 256th Ave SE
2. Temporary traffic circle at 247th and SE 45th Way (in the Hunters Ridge neighborhood)
3. Curb extension at Klahanie Park and Challenger Elementary School (also located near Tanglewood)
4. Curb extension at 244th Pl SE and Klahanie Blvd

#### **FINANCIAL IMPACT:**

This addendum for the Issaquah Fall City Road Project has a total additional design cost of \$16,410. The total project construction estimate is \$24M, with a total design cost of \$3M.

#### **OTHER ALTERNATIVES CONSIDERED:**

If the addendum is not approved, the consultant won't be able to add the temporary roundabout and traffic calming additions to the contract for inclusion with the construction of the Issaquah Fall City Road project. This may result in additional cost to the construction of the project through change orders with the contractor if added at a later date.

#### **RELATED CITY GOALS, POLICIES, AND MASTER PLANS:**

[Comprehensive Plan Capital Facilities](#)

[Comprehensive Plan Transportation Element](#)



## SUPPLEMENTAL AGREEMENT

Amendment Number: <b>4</b>	Date: <b>March 27, 2019</b>
Project: <b>Issaquah Fall City Rd – 242<sup>nd</sup> Ave SE to Klahanie Drive SE</b>	City Project number: <b>N/A</b>
Consultant: <b>H.W. Lochner, Inc.</b>	Contract Number: <b>C2016-143</b>

The City of Sammamish desires to amend the agreement with H.W. Lochner, Inc. for the Issaquah Fall City Rd – 242<sup>nd</sup> Ave SE to Klahanie Drive SE project. All provisions in the basic agreement remain in effect except as modified in Exhibit A – Scope of Services.

Additional project elements needed include (but not limited to):

- Add a temporary roundabout and traffic calming options to the contract Plans, Specs, and Estimate

Original Contract Amount:	Current Contract Amount	Net Change This Amendment	Estimated Contract Total After Change
<u>\$1,650,000</u>	<u>\$3,072,160</u>	<u>\$16,410</u>	<u>\$3,088,570</u>
_____ H.W. Lochner, Inc.		Approved: _____ City of Sammamish	
<u>03.29.19</u> Date		_____ Date	

# Temporary Roundabout and Traffic Calming Exhibit A - Scope of Services

## City of Sammamish Issaquah-Fall City Road Improvements

---

**Prepared for:**

City of Sammamish, Washington



*Prepared by:*

**LOCHNER**

915 118<sup>th</sup> Avenue SE, Suite 130  
Bellevue, WA 98005

City of Sammamish  
Issaquah-Fall City Road Improvements  
Temporary Roundabout and Traffic Calming – Scope of Services

---



## Contents

City of Sammamish .....	2
PROJECT DESCRIPTION .....	2
TASK 1: PROJECT MANAGEMENT .....	3
1.1 City Coordination .....	3
TASK 2: PUBLIC INVOLVEMENT .....	3
TASK 3: SITE ASSESSMENT .....	3
3.1 Additional Survey.....	3
TASK 4: ENVIRONMENTAL PERMITTING .....	3
TASK 5: TRAFFIC ANALYSIS.....	3
TASK 6: ALTERNATIVES ANALYSIS, 10% DESIGN .....	3
TASK 7: RIGHT OF WAY ACQUISITION .....	3
TASK 8: PRELIMINARY DESIGN, 30% PS&E.....	4
TASK 9: PRELIMINARY DESIGN, 60% PS&E.....	4
TASK 10: FINAL DESIGN, 90% PS&E .....	4
Task 11: BID READY AND ADVERTISEMENT SUPPORT .....	4
11.1 Temporary Roundabout and Traffic Calming Options.....	4

City of Sammamish  
Issaquah-Fall City Road Improvements  
Temporary Roundabout and Traffic Calming – Scope of Services



**EXHIBIT A – SCOPE OF SERVICES**

# City of Sammamish

## *Issaquah-Fall City Road Improvements*

Lochner Project Number: 000010916

### PROJECT DESCRIPTION

This project addendum modifies the scope of services for improving SE Issaquah-Fall City Road including the temporary traffic calming options the City has identified to be implemented prior to construction beginning. The addendum for Temporary Roundabout and Traffic Calming covers additional services performed by the CONSULTANT for the project that were not specifically addressed in the original contract or supplements.



City of Sammamish  
 Issaquah-Fall City Road Improvements  
 Temporary Roundabout and Traffic Calming – Scope of Services



## **TASK 1: PROJECT MANAGEMENT**

### **1.1 City Coordination**

PS&E has been submitted to the City and therefore these work elements will require additional coordination with the City for review and incorporation into the IFCR Contract Documents.

#### **Assumptions**

- One submittal review by City.
- Up to one additional in-person meeting with City Staff to review proposed improvements.

#### **Deliverables:**

- None

## **TASK 2: PUBLIC INVOLVEMENT**

*No change to this task item*

## **TASK 3: SITE ASSESSMENT**

### **3.1 Additional Survey**

Lochner will provide the City of Sammamish new limits of survey for the temporary roundabout location at 256<sup>th</sup> Ave SE/ E Beaver Lake Dr SE and SE Issaquah Beaver Lake Rd. It is assumed that the additional survey needed will be coordinated through the City to Pace Engineers.

There is no new survey needed for the traffic circle or curb bulbouts. These locations will include linework over aerial images.

#### **Deliverables:**

- None

## **TASK 4: ENVIRONMENTAL PERMITTING**

*No change to this task item*

## **TASK 5: TRAFFIC ANALYSIS**

*No change to this task item*

## **TASK 6: ALTERNATIVES ANALYSIS, 10% DESIGN**

*No change to this task item*

## **TASK 7: RIGHT OF WAY ACQUISITION**

City of Sammamish  
 Issaquah-Fall City Road Improvements  
 Temporary Roundabout and Traffic Calming – Scope of Services



*No change to this task item*

**TASK 8: PRELIMINARY DESIGN, 30% PS&E**

*No change to this task item*

**TASK 9: PRELIMINARY DESIGN, 60% PS&E**

*No change to this task item*

**TASK 10: FINAL DESIGN, 90% PS&E**

*No change to this task item*

**Task 11: BID READY AND ADVERTISEMENT SUPPORT**

**11.1 Temporary Roundabout and Traffic Calming Options**

Per Addendum No. 2, Lochner provided two roundabout concepts for the temporary roundabout at 256th Ave SE/ E Beaver Lake Dr SE and SE Issaquah Beaver Lake Rd. The concept selected by the City was a circular roundabout that was recommended to be a temporary traffic calming solution used when Issaquah Fall City Rd is closed due to bridge construction period. The City has elected to leave the temporary roundabout in place longer than construction and modifications are needed in order to accommodate the estimated 5-year period that the roundabout will be in place. These modifications will require a more detailed design be included in the IFCR Contract Documents. No roadway regrading will take place, however design elements of the roundabout include; cement concrete curbing, extruded cement concrete curbing for drainage, cement concrete truck apron, removal of overhead flashing cross walk sign, re-stripping of the intersection, new signing, lighting analysis, and new LED luminaires.

The City has also elected to add three additional traffic calming options:

- Traffic Circle at 247th PI SE and SE 45th Way with Temporary Signing
  - The traffic circle will be constructed out of temporary curbing material that is anchored into the asphalt.
- Curb Bulbout at SE Klahanie Blvd and 245th PI SE
  - The curb bulbout will be a permanent improvement that includes cement concrete curbing, sidewalk, and RRFB electrical relocation.
- Curb Bulbout at SE Klahanie Blvd and Klahanie Park
  - The curb bulbout will be a permanent improvement that includes cement concrete curbing, sidewalk, and RRFB electrical relocation.

Although the layout of these traffic calming impacts will be over an aerial photo, there will be time spent providing linework and quantifying materials for these options.

***Deliverables:***

City of Sammamish  
Issaquah-Fall City Road Improvements  
Temporary Roundabout and Traffic Calming – Scope of Services

---



- Up to six additional plan sheets will be added to the IFCR PS&E Contract Documents for the improvements listed above. Sheets will not be stamped by Engineer but will instead be shown as “Exhibits”.
- Special provisions will be added to the IFCR Contract Documents for lump sum bid items.

<b>Exhibit C - Temporary Roundabout Fee Estimate</b>				
<b>City of Sammamish</b>				
<b>Issaquah-Fall City Road Improvements</b>				
<b>H. W. Lochner, Inc.</b>				
<b>Design Phase</b>				
<b>Classification</b>	<b>Hourly Rate</b>	<b>Total Hours</b>	<b>Labor Salary</b>	<b>Total Costs</b>
Project Principal/Principal Engineer	\$ 95.00	4	\$380.00	
Project Manager/Project Engineer	\$ 94.50	4	\$378.00	
Project Manager/Project Engineer	\$ 65.73	0	\$0.00	
Sr. Transportation Engineer/Planner	\$ 59.17	8	\$473.36	
Project Manager/Sr Traffic Engineer	\$ 62.05	0	\$0.00	
Sr. Transportation Engineer/Planner	\$ 58.26	0	\$0.00	
Civil Engineer/Designer	\$ 52.89	0	\$0.00	
Civil Engineer/Designer	\$ 39.04	60	\$2,342.40	
CAD Technician	\$ 31.25	0	\$0.00	
Sr. Structural Engineer	\$ 63.92	0	\$0.00	
Deputy PM/Civil Engineer/Designer	\$ 45.20	22	\$994.40	
Civil Engineer/Designer	\$ 32.66	21	\$685.86	
Sr. Structural Engineer	\$ 50.96	0	\$0.00	
Sr. Structural Engineer	\$ 55.00	0	\$0.00	
Jr. Structural Engineer/Designer	\$ 27.89	0	\$0.00	
Jr. Structural Engineer/Designer	\$ 33.66	0	\$0.00	
Sr. Administration/ Project Control	\$ 25.92	0	\$0.00	
Administration	\$ 21.95	0	\$0.00	
		119		
<b>Subtotal Direct Salary Cost</b>			<b>\$5,254.02</b>	
Salary Escalation	2018	70.00%	3%	\$110.33
<b>Total Lochner Direct Salary Cost</b>				<b>\$5,364.35</b>
Overhead at 175.49% of DSC		175.49%		\$9,413.90
Profit at 30% of DSC		30.00%		\$1,609.31
<b>Total HWL Labor Including Overhead and Profit:</b>				<b>\$16,390</b>
Direct Expenses:				
Travel	\$	20		
Reproduction	\$	-		
Communications	\$	-		
Graphics/Miscellaneous	\$	-		
Title Reports	\$	-		
<b>Direct Reimbursable Subtotal:</b>				<b>\$20</b>
<b>Firm Total: H.W. Lochner, Inc.</b>				<b>\$16,410</b>
<b>Total Project Amendment</b>				<b>\$16,410</b>



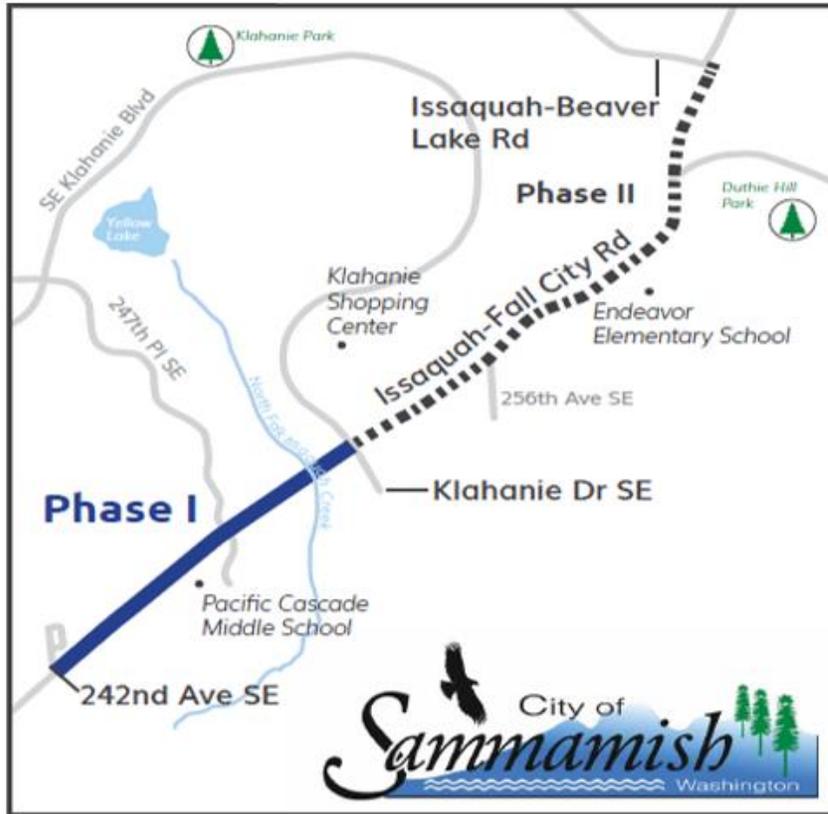
## ISSAQUAH FALL CITY ROAD Detour Route Update

**City Council Meeting  
April 2, 2019**





# Project Overview – Congestion Relief & Safety



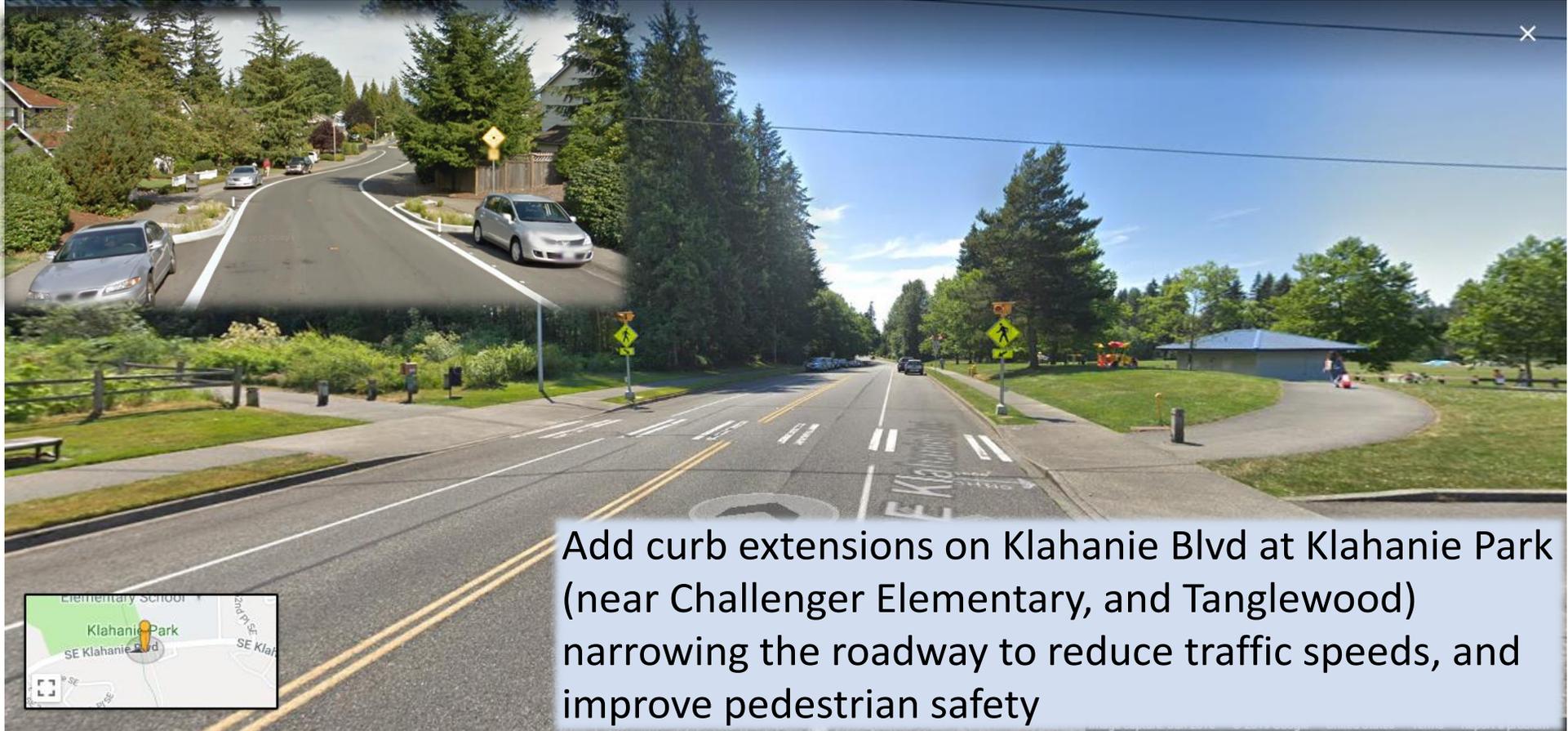


# Traffic Detour Measures Location Map





# Location Street View – Klahanie Park

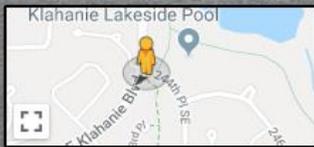




# Location Street View – Klahanie Blvd & 244<sup>th</sup>



Add curb extensions at Klahanie Blvd and 244<sup>th</sup> PI SE to narrow the roadway, slow traffic, and improve pedestrian safety

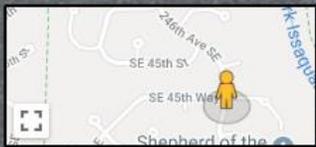




# Location Street View – 247<sup>th</sup> and SE 45<sup>th</sup> Way



Add a temporary traffic circle at 247<sup>th</sup> and SE 45<sup>th</sup> Way to reduce speeds and discourage cut through traffic







# Thank You



Project Website: <https://www.sammamish.us/government/departments/public-works/current-projects/issaquah-fall-city-road/>

# Agenda Bill

City Council Regular Meeting  
April 02, 2019



<b>SUBJECT:</b>	Political Positions and Non-Core City Related Decisions		
<b>DATE SUBMITTED:</b>	March 26, 2019		
<b>DEPARTMENT:</b>	City Manager's Office		
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational		
<b>RECOMMENDATION:</b>	City Manager recommends the Council should not approve this action.		
<b>EXHIBITS:</b>			
<b>BUDGET:</b>			
Total dollar amount	None	<input type="checkbox"/>	<b>Approved in budget</b>
Fund(s)	None	<input type="checkbox"/>	<b>Budget reallocation required</b>
		<input checked="" type="checkbox"/>	<b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>			
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety		
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability		
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation		
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability		

**NEEDED FROM COUNCIL:**

The City Council not take any political positions or endorsements on behalf of the city in their official positions unrelated to core city business being discussed. In addition, the City Council will not make any policy decisions that are not related to core city business especially when the public may have contrasting viewpoints that otherwise can be addressed thru initiative and referendum process or other political venues. The core city business is being defined as infrastructure, public safety, and included in work plan or any amendments to work plan.

**KEY FACTS AND INFORMATION SUMMARY:**

This item is placed on the agenda as a request from Councilor Ross.

**FINANCIAL IMPACT:**

TBD

**OTHER ALTERNATIVES CONSIDERED:**

NA

**RELATED CITY GOALS, POLICIES, AND MASTER PLANS:**

NA

# Council Report

## Pam Stuart

April 2, 2019

### GMPC MEETING

**MARCH 27, PUGET SOUND REGIONAL COUNCIL BOARD ROOM 1011 WESTERN AVE, STE 500 SEATTLE, WA**

Providing feedback on the Vision 2050 Draft EIS is very important. This document will guide many decisions on growth, how it is managed throughout the region, and the plethora of decisions and resources that go along with that.

The discussion at the GMPC was whether or not there should be a unified voice from SCA cities or if cities will submit their feedback individually. There are pros and cons to both of these approaches that we can discuss, but either way, we, as a city, need to determine what our feedback is.

This feedback is needed no later than April 29 and I have not received any feedback from the council yet.

Therefore, I've proposed that we have a study session topic on April 9 and schedule time on April 16 and April 23 meetings to solidify our feedback.

A great summary was provided by SCA staff and I've provided below.

Public input is also a critical component to this as well. I welcome and encourage the public to review this document and product actionable feedback for the Growth Management Planning Board (GMPB).

Below is a summary put together by staff for the GMPC. More information from the GMPC can be found [here](#) and the full Draft Vision 2050 EIS is [here](#). Online SEIS Comment Portal: <https://www.psrc.org/vision/seis>

#### Background

On February 28, PSRC released for public comment the Draft Supplemental Environmental Impact Statement (Draft SEIS) as part of extending the region's adopted plan for growth – VISION 2040 – out to the year 2050. The comment period will run through April 29, 2019.

VISION is the adopted plan for growth for the four-county region that makes-up membership to the Puget Sound Regional Council (PSRC) - King, Snohomish, Pierce, and Kitsap counties. The plan was adopted in 2008 and sets a framework for a region-wide approach to guiding sustainable growth.

The plan includes overarching goals for regional growth; a Regional Growth Strategy that provides numerical guidance to counties in setting targets for accommodating growth; multicounty planning policies (MPP's) as required under GMA that support implementation of the growth strategy; and implementation actions.

Between now and 2050, the region is projected to grow by 1.8 million people and 1.2 million new jobs. The Draft SEIS includes analysis of three unique scenarios for how that growth could be accommodated for their performance and environmental impacts. The three growth scenarios modeled in the Draft SEIS are referred to as: Stay the Course, Transit Focused Growth, and Reset Urban Growth. Each build from the existing framework of VISION 2040, which seeks to focus growth within already urbanized areas – particularly in centers – developed in walkable, compact, and transit-oriented communities.

This summer, following the public comment period on the Draft SEIS, the PSRC Growth Management Policy Board (GMPB) will work to select one of the alternatives or a hybrid of more than one alternative that will form the basis of any changes to the Regional Growth Strategy in VISION.

A draft of the full update to VISION 2050, including any changes to the multicounty planning policies to support the selected growth alternative, is projected to be released in July 2019. Final adoption of the updated plan is slated for the Spring of 2020.

**Regional Growth Strategy**

Under GMA, counties, in consultation with cities, are responsible for adopting 20-year population and employment growth targets that form the basis of local comprehensive plans. The Regional Growth Strategy provides a region-wide framework to inform the countywide growth target-setting process. Growth targets set at the county level will be expected to be consistent with VISION 2050 following its adoption.

The Regional Growth Strategy sets growth expectations according to “regional geographies,” which classify cities and unincorporated areas into groups by their expected role in accommodating future growth. In the Draft SEIS, three alternatives are analyzed to compare differing distributions of growth among seven proposed regional geographies:

**Metropolitan Cities:** Central cities in the county that serve as civic, cultural, economic, and transportation hubs and have at least one regional growth center;

**Core Cities:** Major cities and urban areas with transit and designated regional growth centers;

**High Capacity Transit Communities:** Other cities and unincorporated urban areas (planned for annexation or incorporation) with high-capacity transit. High-capacity transit is defined as existing or planned light rail, commuter rail, ferry, streetcar, and/or bus rapid transit;

**Cities and Towns:** Cities and towns with local transit access or without fixed-route transit;

**Urban Unincorporated Areas:** Urban areas without high-capacity transit and/or not affiliated for annexation or planned for incorporation;

**Rural:** Designated rural lands;

**Resource Lands:** Designated agricultural, mineral, and forest resource lands;

**Major Military Installations:** Installations with more than 5,000 enlisted and service personnel (population growth is not allocated to these locations).

A complete list of regional geographies, including which cities are included in each category, can be found on page 119 of the Draft SEIS. Regional geographies within King County are described in Table 1.

Table 1: Regional Geographies in King County

Metropolitan Cities:	Bellevue and Seattle
Core Cities:	Auburn, Burien, Bothell, Federal Way, Issaquah, Kent, Kirkland, Renton, Redmond, SeaTac, and Tukwila
High Capacity Transit Communities:	Des Moines, Federal Way PAA, Kenmore, Lake Forest Park, Mercer Island, Newcastle, North Highline, Renton PAA, Shoreline, and Woodinville
Cities and Towns:	Algona, Beaux Arts, Black Diamond, Carnation, Clyde Hill, Covington, Duvall, Enumclaw, Hunts Point, Maple Valley, Medina, Milton, Normandy Park, North Bend, Pacific, Sammamish, Skykomish, Snoqualmie, and Yarrow Point
Unincorporated Urban Growth Area:	Remaining UGA lands
Rural	Designated rural lands
Major Military Installations	Installations with more than 5,000 enlisted & service personnel (none in King County)

**Growth Alternatives Evaluated in the Draft SEIS**

The Draft SEIS presents and discusses the potential environmental impacts that may occur upon implementation of three Regional Growth Strategy alternatives: Stay the Course; Transit Focused Growth; and Reset Urban Growth.

**Stay the Course:** The Stay the Course alternative is a direct extension of the VISION 2040 Regional Growth Strategy and assumes a compact growth pattern, focused in the largest and most transit-connected cities in the region within the region’s 29 designated

regional growth centers. This alternative serves as the required no action alternative that must be evaluated in accordance with SEPA.

**Transit Focused Growth:** The Transit Focused Growth alternative considers a compact growth pattern based on the VISION 2040 Regional Growth Strategy that assumes accelerated growth near the region’s existing and planned transit investments. This alternative analyzes the impacts of setting an explicit regional goal of having 75% of added population and employment from 2017-2050 occur within a half mile from current and planned high-capacity transit (up from the 48% of such growth analyzed under Stay the Course).

**Reset Urban Growth:** The Reset Urban Growth alternative assumes a more distributed pattern throughout the urban area. This alternative would continue to allocate the largest shares of growth to Metropolitan Cities and Core Cities, although the overall growth to these geographies and High Capacity Transit Communities would be less compared to Stay the Course or Transit Focused Growth due to the more dispersed overall pattern of growth. Growth allocations for Cities & Towns and Urban Unincorporated areas are based on land use capacities identified in currently adopted comprehensive plans.

Each of these alternatives are analyzed in the Draft SEIS for their relative impacts to quality of life in the region. For all of the alternative growth scenarios it is expected that transit ridership will grow substantially; average drive times will decrease while traffic delays will continue to worsen; air quality will improve and greenhouse gas emissions will be reduced; and redevelopment will increase the threat of displacement.

Each alternative involves tradeoffs that could have different impacts on residents’ quality of life. A full summary comparison of the impacts of the three alternatives as provided in the Draft SEIS is included here as Attachment A.

In addition, each of the alternatives would shift growth expectations among the regional geographies as well as the counties within the region. For cities, the alternatives also present different levels of growth among regional geography categories that will guide future updates to countywide growth targets and expectations for what must be accommodated in local comprehensive plans.

A summary of the distribution of population growth compared in the three alternatives is provided in Table 2 (below). A graphic display of population growth distribution across the region from 2017-2050 by alternative is included here as Attachment B.

Cities are encouraged to review the alternative growth scenarios presented in the Draft EIS and their potential impacts, and provide input to PSRC as well as SCA representatives on the GMPB as they work toward developing a preferred alternative. This summer, following the public comment period on the Draft SEIS, the PSRC Growth Management Policy Board (GMPB) will work to select one of the alternatives or a hybrid of more than one alternative that will form the basis of any changes to the Regional Growth Strategy in VISION.

Table 2: Distribution of Growth by Alternative

Topic	Stay the Course	Transit Focused Growth	Reset Urban Growth
What would the growth pattern look like?	Compact growth focused in Metropolitan and Core cities with regional growth centers. Extends current growth plan.	More compact growth focused in high-capacity transit areas in Metropolitan, Core and HCT Communities. Less growth in outlying areas.	Growth is more distributed throughout the urban growth area, while still assuming a large share of growth to Metropolitan and Core cities. More growth in outlying areas.
Where would population growth go?	<b>Metropolitan Cities:</b> 35% <b>Core Cities:</b> 28% <b>HCT Communities:</b> 18% <b>Cities &amp; Towns:</b> 9% <b>Urban Unincorporated:</b> 5% <b>Rural:</b> 5%	<b>Metropolitan Cities:</b> 36% <b>Core Cities:</b> 29% <b>HCT Communities:</b> 23% <b>Cities &amp; Towns:</b> 6% <b>Urban Unincorporated:</b> 4% <b>Rural:</b> 2%	<b>Metropolitan Cities:</b> 31% <b>Core Cities:</b> 25% <b>HCT Communities:</b> 18% <b>Cities &amp; Towns:</b> 8% <b>Urban Unincorporated:</b> 12% <b>Rural:</b> 6%
Where would employment growth go?	<b>Metropolitan Cities:</b> 44% <b>Core Cities:</b> 36% <b>HCT Communities:</b> 12% <b>Cities &amp; Towns:</b> 5% <b>Urban Unincorporated:</b> 3% <b>Rural:</b> 1%	<b>Metropolitan Cities:</b> 44% <b>Core Cities:</b> 35% <b>HCT Communities:</b> 13% <b>Cities &amp; Towns:</b> 4% <b>Urban Unincorporated:</b> 2% <b>Rural:</b> 1%	<b>Metropolitan Cities:</b> 41% <b>Core Cities:</b> 32% <b>HCT Communities:</b> 12% <b>Cities &amp; Towns:</b> 6% <b>Urban Unincorporated:</b> 6% <b>Rural:</b> 2%

# FIRST ANNUAL SAMMAMISH SUSTAINABILITY SUMMIT

**MARCH 26, SAMMAMISH CITY HALL**

An amazing group of students are part of an amazing organization, Sustainability Ambassadors

**Sustainability Ambassadors** is a professional development program for student leaders, teacher leaders and community leaders committed to educating for sustainability by linking classroom rigor and community relevance. We initiate collective impact campaigns, benchmark improvements in sustainable community conditions and report progress to peers, parents, planners, and policy makers using the informed voice of youth. Our work uses community-based performance measures as entry point and outcome for problem-based curriculum design and as the fundamental motivation driving student learning. We believe that the community is the curriculum and that by educating for sustainability we can drive collective impact towards a significantly more promising and sustainable future.

Learn more at: <http://www.sustainabilityambassadors.org/>

The **Sammamish Community Sustainability Summit** convened leaders from across generations, jurisdictions, school districts, and community sectors to *measurably* improve sustainable community conditions while *strengthening* local connections for collective impact across generations, jurisdictions, and community sectors. It marks the

#### FOUR PRINCIPLES:

1. Intergenerational dialogue inspires hope for a more sustainable future.
2. Interjurisdictional, cross-sector learning builds collective impact.
3. Data-driven impact reports measure progress over the last 12 months and point to collective action for the next 12 months.
4. Shared performance management tools build collective capacity and facilitate communication.

#### PRESENTERS:

- Sammamish Plateau Water reported on many of their efforts
- Reports from LWDS and ISD on sustainability efforts and results
- Sammamish Friends reported on their efforts and activities and impacts
- People for Climate Change presented on how critical it is for Cities to take action for our environment
- Science teacher presented on science curriculum and projects in school
- Inspiring youth leaders reported on their projects that are making real community impact:
  - **Operation Sustain, Schools Under 2C - Rayan Krishnan**
  - **BEE Educated - Adithi Raghavan**
- At the end of the day, we co-created collective impact projects that the community will work together on over this coming year.

Will share the write up when it is sent out.

I want to thank the members of the community that came out to participate. We had community members, former council members, school board members, representatives from Planning and Parks commissions, and the Sammamish Chamber of Commerce.



## PEACE ASSEMBLY AND COMMUNITY DINNER

MARCH 22, SAMMAMISH MOSQUE



An incredible event hosted by Plateaupians for Peace and the Sammamish Mosque.

Thank you to all of the speakers and all those from the community that came out. The speakers were very moving and at times it was very emotional. But mostly, it gave me hope to see so many people come together. A wonderful community building event.

Thank you to all the speakers below, to Sarah Kimsey for organizing and being a great MC, and to Planning Commissioners Larry Crandal and Rituja Indapure, to our Chamber of Commerce President Karen McKnight, Chamber CEO Deb Sogge, and Chamber Vice President Julio Richburg for attending and showing your support.

It was amazing to get so many people from the community together and to hear these inspirational speakers talk about all that we have in common and how that binds us together as people. Discussing our humanity and how we all want to take care of each other, our neighbors. Sam said it best, "we've got your back" - here and across the world, we all need to have each other's backs!

Opening by Imam Sheikh Nabil Salam Quran recitation

Welcome - Mohammed Luqman - Acting President of the SMA board

Contemplation - Sister Aisha Shafiq- leadership from SMA women's group.

Reverend Elizabeth Ingraham Schindler, Faith United Methodist

Representative from Mary Queen of Peace - Sammamish - Father Duggan

Representative from Good Samaritan Episcopal Church, Sammamish, WA- Terry Foster

Sam Ritchie, Klahanie Kid for Peace

Tola Marts Vestry member of St. Michael's Episcopal Church in Issaquah and City of Issaquah - Government Council Member

Ramiro Valderrama, City of Sammamish - Government Council Member

Moment of Silence - Pam Stuart, City of Sammamish City Council

Minal Ghassemieh, King County Immigrant and Refugee Commission

Sister Ubah Warsame

Reflection - Br Ala Badr

Closing Sheikh Yahya Alsufi

## COMMUNICATIONS COMMITTEE

### MARCH 22, SAMMAMISH CITY HALL

Committee includes me, Mayor Malchow, and Councilmember Ross.

We elected a committee chair and approved prior meeting minutes.

Agenda topics included communications goals for 2019 and discussing the opportunity for a city video or two.

Action items for the staff and committee:

1. Communication goals.
  - a. Communication goals are usually tied to council goals; however, since the council is in the process of reviewing goals, we will create separate communication goals for now.
2. Updating the Website.
  - a. Update information,
  - b. make information easier to find,
  - c. and improve the search
3. Creating social media guidelines for the council
  - a. The city's social media following is up significantly in the last two months which should help in keeping the our citizens informed
  - b. Create guidelines versus a policy
4. Create guidelines on how our information looks
  - a. Create communication templates
  - b. Use the input gathered from the branding study
  - c. Councilmember Ross stated that the existing logo is beloved and should not be changed; however, Mayor Malchow pointed out that the text for Sammamish is difficult to read where the background darkens
    - i. Asked staff to review improving the existing logo and follow accessibility guidelines which will ensure appropriate contrast

Through AWC, videos can be created for cities at no cost. There can be business sponsors and we asked if that is done that local businesses should be given preference. Sharon will work with to potentially create a welcome video, a video on our parks and recreation, and education in our city.

## WRIA-8 MEETING

### MARCH 21, 2019 MERCER ISLAND

- **Updates & announcements**, including Salmon Recovery Council letter to Snohomish County Executive to acknowledge the County's withdrawal from the WRIA 8 interlocal agreement and request for a meeting to discuss ways for the County to return as a cost sharing partner in the future, proposed scope of work to address Lake Washington Ship Canal temperature and dissolved oxygen issues, Technical Committee letter to NOAA commenting on the proposed recovery plan for Puget Sound steelhead, and other pertinent topics (additional information materials available in the meeting packet).
- **Partner survey of WRIA 8 Service Provider staff team** (Information/Action)  
Hear a description of the purpose and content of the survey to gather Salmon Recovery Council member input on WRIA 8 Service Provider team performance in 2018. **Please access and [complete the survey online by April 19](#)** (a copy of the survey is also attached to this email for your reference). We will have hard copies of the survey available at the meeting for those who would like to complete the survey that way.
- **2019 Legislative Priorities and Outreach** (Information/Discussion)  
Hear an update on the status of WRIA 8's 2019 state and federal legislative priorities and outreach efforts, as

well as a summary of the status of key Puget Sound recovery priorities from Puget Sound Partnership. Discuss potential additional efforts and opportunities (information materials available in the meeting packet).

- **Southern Resident Orca Task Force – Status of Recommendations and Next Phase of Work** (Information/Discussion)  
Hear an update on the status of the Orca Task Force’s recommendations – focusing especially on habitat-related items – including key policy legislation and funding priorities being advanced during the current state legislative session, and the Task Force’s next phase of work. Discuss connections between orca recovery and Chinook salmon recovery priorities (information materials available in the meeting packet).
- **Success Story: Zackuse Creek Fish Passage and Stream Restoration project** (Information/Discussion)  
Hear a presentation from City of Sammamish about a [project that restored fish passage on Zackuse Creek, a tributary to Lake Sammamish, by replacing three culverts with fish passable culverts and restoring 400 linear feet of stream channel to improve spawning and rearing habitat for kokanee salmon.](#)

## SUPPORT TO THE SAMMAMISH MOSQUE

### MARCH 15, SAMMAMISH MOSQUE

Sammamish Mosque leaders reached out for community support in the wake of the tragedy in New Zealand. Members were concerned and our community responded!

Sammamish and Issaquah police attended, providing those attending Friday prayers with the much needed piece of mind that they would be safe in doing so.

And so many residents came out to show their support!

Thanks to all who participated, the welcoming community at Sammamish Mosque, Plateaupians For Peace for rallying the community, city staff for helping to spread the word, and Councilmember Chris Ross for attending and showing support.

It was a very emotional afternoon and the outpouring gave hope to all who attended. We met new people and made new friends and showed the world once again that there is more that unites us than divides us. Love not hate!



## SCA GMPC – REMINDER – ACTIONS BELOW

### FEBRUARY 27, 3-6 PM, SEATTLE, WA

Caucus – discussed the Affordable Housing Committee Draft Charter and Workplan

- Significant discussion around membership and expectations
- Desire for more clarity
- Ask for a high-level breakdown of budget spend

Also discussed vision 2050 – the draft Supplemental Environmental Impact Statement released 2/28. The feedback period will begin on 2/28 through 4/29 and thus may not have time to go through the SCA PIC process so there will likely be feedback via GMPC.

**Action** – please review the document and provide feedback/input to me by March 11. I will pull it together and bring any contradictory feedback to the council for consensus prior to our next GMPC meeting on March 27. See below for detail on the Draft Supplement Environmental Impact Statement (DSEIS).

Regional Affordable Housing Committee discussion -

Task Force Identified 7 goals. Draft charter for the committee was before us for discussion. As well as a draft 2019 workplan.

Discussed the need to clarify membership on the committee and ensure appropriate representation, to ensure SCA has a role in the appointments and geographic diversity. Same with stakeholders.

**Action** – please provide any feedback on the draft charter and workplan by March 11. I will pull it together and bring any contradictory feedback to the council for consensus prior to our next GMPC meeting on March 27.

<https://sammamishwa.civicweb.net/document/31491/>

## VISION 2050 Draft Supplemental Environmental Impact Statement - Notice of Availability

The Puget Sound Regional Council is seeking public comment on the VISION 2050 Draft Supplemental Environmental Impact Statement (SEIS), prepared in accordance with the State Environmental Policy Act. [The public comment period will run from Thursday, February 28 – Monday, April 29, 2019 at 5 pm.](#)

Forecasts show the region needs to plan for another 1.8 million more people and 1.2 million new jobs by 2050. The population is expected to reach over 5.8 million in 2050. PSRC is developing VISION 2050 to guide growth to support thriving communities, a strong economy and a healthy environment.

The Draft SEIS evaluates the environmental effects of three regional growth alternatives for VISION 2050 that distribute growth in unique patterns throughout the region. The three alternatives are: Stay the Course (No Action Alternative), Transit Focused Growth, and Reset Urban Growth.

VISION 2050 will be the long-range growth management, environmental, economic and transportation strategy for the central Puget Sound region. VISION 2050 will contain the region's multicounty planning policies and a regional strategy for accommodating growth through 2050.

**Where to get information:** Beginning February 28, 2019, the Draft SEIS can be viewed online at <https://www.psrc.org/vision/seis>. Paper copies are available for review at the offices of PSRC, [1011 Western Ave., Suite 500, Seattle, WA 98104-1035](#) and by contacting the PSRC Information Center at 206-464-7532 or [info@psrc.org](mailto:info@psrc.org). Get additional information at one of five open houses around the region:

- Tuesday, March 12, 4-6 PM, Edmonds City Hall, [121 5th Avenue N, Edmonds, 98020](#)
- Wednesday, March 13, 4-6 PM, South Tacoma Public Library, [3411 S 56th Street, Tacoma, 98409](#)

- Monday, March 18, 4-6 PM, Bothell Police Community Room, 18410 101st Avenue NE, Bothell, 98011
- Tuesday, March 19, 4-6 PM, Bremerton City Council Chambers, 345 6th Street, Bremerton, 98377
- Thursday, March 21, 12-2 PM, PSRC Boardroom, 1011 Western Avenue, Suite 500, Seattle, 98104

**Public Comment on the Draft SEIS:** The public is encouraged to submit comments along with a name and email or mailing address. Comments must be submitted in writing to PSRC by 5:00 pm on April 29, 2019 through one of the following options:

- Email: [VISION2050SEIS@psrc.org](mailto:VISION2050SEIS@psrc.org)
- Online SEIS Comment Portal: <https://www.psrc.org/vision/seis>
- Mail: ATTN: VISION 2050 SEIS Comment, PSRC, 1011 Western Avenue, Suite 500, Seattle, WA 98104
- Fax: ATTN: VISION 2050 SEIS Comment, 206-587-4825
- Hardcopy letter or comment form at SEIS open houses (see above)
- April 4 Growth Management Policy Board Meeting, 10:00 am at PSRC
- Alternative Formats:
  - TTY Relay 711
  - العربية | Arabic, 中文 | Chinese, Deutsch | German, Français | French, 한국 | Korean, Русский | Russian, Español | Spanish, Tagalog, Tiếng việt | Vietnamese, Call 206-587-4819

For more information, contact Erika Harris, SEPA Responsible Official, at [eharris@psrc.org](mailto:eharris@psrc.org).

Title VI Notice: PSRC fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, call 206-587-4819.

**Draft**



## MINUTES

### Legislative Committee Regular Meeting

---

4:30 PM - March 20, 2019

City Hall Executive Briefing Room - Plaza 111, Sammamish, WA

**Committee Members Present:** Councilmember Ramiro Valderrama  
Councilmember Pam Stuart  
Councilmember Jason Ritchie

**Committee Members Absent:**

**Staff Present:** City Manager Larry Patterson  
Management Analyst Mike Sugg  
Management Analyst Tammy Mueller

#### CALL TO ORDER

---

Chair Ramiro Valderrama called the Legislative Committee meeting to order at 4:30 p.m.

#### PUBLIC COMMENT

---

**Mary Victor**, 408 208th Ave NE, spoke regarding proposed legislation regarding land use, providing handouts to the Legislative Committee (available upon request).

**Paul Stickney**, 22626 NE Inglewood Hill Rd, spoke requesting public comment at the end of committee meetings and regarding legislation on condominium reform and housing density.

#### APPROVAL OF THE MINUTES

---

January 28, 2019, Regular Meeting

February 6, 2019, Regular Meeting

**MOTION: Councilmember Ramiro Valderrama moved to approve the minutes. Councilmember Pam Stuart seconded. Motion carried unanimously 3-0.**

#### TOPICS

---

##### Legislative Update from City Lobbyists

City lobbyists Nick Federici and Luke Esser joined the meeting via teleconference. They provided

**Draft**

updates on their progress in lobbying for the City's 2019 Legislative Priorities to the Legislative Committee.

1. **Salmon Passage Culvert Improvement Grants**
  - a. There seems to be support from the local delegation regarding George Davis Creek and Ebright Creek. Requests have been made to both the capital budget and transportation budget on the topic. More information is expected on Monday, March 25, 2019 when the House is scheduled to release its Operating and Capital Budget for the year.
2. **Accessibility**
  - a. The lobbyists have been working to gain support for the City's request for funding to complete Issaquah Fall City Road Improvements. Despite earlier indications that he would support the request, Senator Mullet has conveyed that he will only be passing along one transportation request and that it would be for SR-18 over Tiger Mountain due to safety concerns.
  - b. Funding for transportation projects is presently limited due to lack of revenue given that, along with other issues, the proceeds from the new gas tax were less than expected.
3. **Metro Monopoly Lifted**
  - a. There are several versions of bills on the topic. SB (Senate Bill) 5896 did make it out of the Transportation Committee but did not make it out of the Rules Committee in time and technically died.
  - b. There is an effort to include a proviso in the Transportation Budget to study the utilization of park and ride lots and ways to maximize trips generated by those facilities.
4. **Transportation in General**
  - a. A transportation package was proposed which included a \$15 per metric ton carbon tax, 6 cent per gallon gas tax, weight fees, and development fees which would have added funds for transportation projects but it is reported to be unlikely to pass this session due to lack of support.
5. **Condominium Liability Reforms**
  - a. SB 5334 passed unanimously in the Senate and is scheduled for an executive session in the House Committee on Civil Rights & Judiciary later this week following a public hearing last week. No major hurdles are expected and passage of this bill is anticipated.
6. **Ending the Double Taxation of Annexed Park District Areas**
  - a. The City's bill, HB (House Bill) 2044 passed out of the House unanimously and is now moving through the Senate.
  - b. Direction was asked of the Committee on whether to continue to push for a councilmanic option, which would give city council the authority to put deannexation directly on the ballot for voters to decide. The current draft bill allows deannexation to be added to a ballot when 10% of a City's voters petition to do so, or a city and park district come to a joint agreement. A councilmatic option currently does not have support and previous bills including councilmatic language have been killed.
  - c. The Committee requested that the lobbyists continue working on language for the bill which would accomplish the City's goals without compromising the relationship with the Parks & Recreation District to the point of killing the bill. The draft will be reviewed by the full Council.
  - d. The Committee discussed options for tailoring the scope of the councilmanic amendment to be more palatable for the various stakeholders involved in the bill.
7. **Questions for the Lobbyists**
  - a. The Committee requested that the lobbyists inform them what is not expected to

**Draft**

change by Monday when they will be in Olympia for the Action Days. The response was that the House Democrats are expected to release their Operating and Capital Budget Proposals. This will inform their identified priorities. The proposals are expecting a hearing in the House Appropriations and possibly Budget Committees. Nothing is expected to change before Monday.

- b. There is reportedly an updated revenue forecast with \$850 million in new revenue. The Committee questioned whether this could affect the potential for funding for George Davis and Ebright Creek Culverts or a smaller transportation package or whether the funds were already accounted for. The lobbyists responded that the funds are generally accounted for and that this would not affect transportation at all given that transportation revenues are not up the same way as operating budget revenues.
- c. Regarding whether a proclamation of the Sammamish City Council in support of SB 5323 (plastic bag ban) would be beneficial to the City, the lobbyists responded that it likely would be appreciated by the bill's sponsors and would be appropriate if it was the will of the Council. The legislation is moving forward successfully at this point in time.

#### 8. Housing Bill Updates

- a. Regarding density and ADU bills, SB 5008 concerning short subdivisions passed in the Senate. In its current state, it allows rather than requires local jurisdictions to accommodate short subdivisions up to 24 units.
- b. SB 5812 concerning ADUs also passed in the Senate and is more permissive in its current state than it was previously.
- c. HB 1923 concerning increasing urban residential building capacity is a work in progress with conversation led by AWC to limit the compulsory nature of it and focus on incentives and permissive provisions.

---

#### FUTURE MEETING TOPICS

Action Days Follow-Up

---

#### NEXT MEETING DATE(S)

April 4, 2019 - 4:30 - 5:30 pm.

---

#### NEW BUSINESS

##### **Proposal to Recommend a Proclamation in Support of SB 5323 (plastic bag ban) to the Full City Council**

Councilmember Jason Ritchie proposed the topic, querying the Committee as to whether it would support recommending a proclamation in support of SB 5323 to the full City Council. Discussion commenced.

**MOTION: Councilmember Ramiro Valderrama moved to recommend to the full City Council a study session on the issue and use of single-use plastics. Councilmember Pam Stuart seconded. Motion carried unanimously 3-0.**

**MOTION: Councilmember Jason Ritchie moved to recommend to the full City Council a proclamation in support of SB 5323. Councilmember Ramiro Valderrama seconded. Motion carried 2-1 with Councilmember Ramiro Valderrama dissenting.**

**Draft**

**ADJOURNMENT**

---

The meeting adjourned at 5:16 pm.

## SAMMAMISH, WASHINGTON PROCLAMATION

**WHEREAS**, plastic waste can be found everywhere, land or sea, even in the most remote places on the planet, affecting both humans and animals; and

**WHEREAS**, humankind is currently facing tremendous global challenges, among them the need to manage an increased amount of waste to which plastics will contribute roughly 12,000 million metric tons by 2050; and

**WHEREAS**, all people of this Earth, from all walks of life, have a right to a healthy environment and plastic pollution has been associated with several health issues affecting the general population; and

**WHEREAS**, it is more important than ever to cooperate to find solutions for the plastic waste that is concentrating in several enormous patches in the ocean and that threatens the human food chain; and

**WHEREAS**, Washington State Senate Bill 5323 aims to reduce pollution from plastic bags by establishing minimum state standards for the use of bags at retail establishments; and

**NOW, THEREFORE BE IT PROCLAIMED** that we, the City Council of Sammamish, do hereby affirm our commitment to reducing plastic waste by supporting Senate Bill 5323 and encouraging legislators to pass this important legislation.

---

Mayor Christie Malchow

---

Date

Last printed 3/29/19

AGENDA CALENDAR

Meeting Date	Packet Material Due	Time	Meeting Type	Topics
<b>Apr 2019</b>				
<b>Tues 4/9</b>	4/3	6:30 pm	Study Session	Discussion: SMC Title 24 Update (60-minutes) Discussion: City Council Goals and Objectives (60 Minutes)
<b>Tue 4/16</b>	4/10	6:30 pm	Regular Meeting	Public Hearing / Ordinance: SMC Title 24 Update (30-minutes) Discussion: Introduction to Zackuse Creek Basin Plan Discussion: Stormwater Code Update  <u>Consent</u> Resolution: Final Plat Meadowleaf Phase 2 Resolution: Declaring State of Emergency Complete Contract: ROW Landscaping/TBA Contract: Parks Landscaping/TBA Approval: City Council Goals and Objectives Contract: ITS Phase 2 Design – DKS Contract: Issaquah Pine Lake Road Final Design Contract/DEA Contract: Storm system cleaning/Olsen Brothers Provac Contract: 2019 Flashing Yellow Arrow Signals Design/DEA
<b>May 2019</b>				
<b>Mon 5/6</b>	5/1	6:30 pm	Study Session	Discussion: Sahalee V/C Modeling Results Discussion: Traffic Impact Fee Study and associated code amendments Presentation: WSDOT SR202 Study Update
<b>Tues 5/7</b>	5/1	6:30 pm	Regular Meeting	Proclamation: Affordable Housing Week 2019(May 13-17, 2019) Resolution: Zackuse Basin Plan Adoption Resolution: 2019-20 Sammamish Youth Board Appointments
<b>Tues 5/14</b>	5/8	6:30 pm	Study Session	Executive Session: Property acquisition  Discussion: Urban Forest Management Plan (120-minutes) Discussion: SMC Title 24 Update (60-minutes)

Last printed 3/29/19

<b>Tues 5/21</b>	5/15	6:30 pm	Regular Meeting	Public Hearing / Ordinance: Urban Forest Management Plan (60-minutes) Public Hearing / Ordinance: SMC Title 24 Update (30-minutes)  <u>Consent:</u> Contract: 2019 Pavement Overlay Construction – TBD Contract: Issaquah Fall City Rd, Ph 1 construction Contract: 2019-2021 Traffic Concurrency & Traffic Engineering Support Services - DEA
<b>Wed 5/22</b>		5:30 pm	Joint Mtg/ Issaquah School Dist.	in Issaquah
<b>Thurs 5/30</b>		8:00 am to 10:00 am	Joint Mtg/ Lk Washington School Dist.	at LWSD in Redmond
<b>June 2019</b>				
<b>Mon 6/3</b>	5/29	6:30 pm	Study Session w/ Planning Commission	Discussion: Shoreline Master Program Update (60-minutes) Discussion: Urban Forest Management Plan (60-minutes)
<b>Tues 6/4</b>	5/29	6:30 pm	Regular Meeting	Public Hearing / Ordinance: Shoreline Master Program Update (60-minutes)
<b>Tues 6/11</b>	5/5	6:30 pm	Joint Meeting w/ Parks & Rec	Presentation: Klahanie Master Plan Discussion: Urban Forest Management Plan (60-minutes)
<b>Tues 6/18</b>	5/12	6:30 pm	Regular Meeting	Ordinance: Urban Forest Management Plan (60-minutes)
<b>July 2019</b>				
<b>Mon 7/1</b>	6/26	6:30 pm	Study Session	
<b>Tues 7/2</b>	6/26	6:30 pm	Regular Meeting	
<b>Tues 7/9</b>	7/3	6:30 pm	Study Session	Discussion: Comprehensive Plan Amendments – Urban Forest Management Plan (60-minutes) Discussion: Comprehensive Plan Amendments – Technical Items (30-minutes)
<b>Tues 7/16</b>	7/10	6:30 pm	Regular Meeting	Public Hearing / Ordinance: Comprehensive Plan Amendments – Urban Forest Management Plan (30-minutes) Public Hearing / Ordinance: Comprehensive Plan Amendments – Technical Items (30-minutes)
<b>Aug 2019</b>				<b>NO MEETINGS</b>
<b>Sept 2019</b>				

Last printed 3/29/19

<b>Mon 9/2</b>				Labor Day
<b>Tues 9/3</b>	8/28	6:30 pm	Regular Meeting	
<b>Tues 9/10</b>	9/4	6:30 pm	Study Session	
<b>Tues 9/17</b>	9/11	6:30 pm	Regular Meeting	
<b>Oct 2019</b>				
<b>Mon 10/7</b>	10/2	6:30 pm	Study Session	
<b>Tues 10/8</b>	10/2	6:30 pm	Regular Meeting	
<b>Tues 10/15</b>	10/8	6:30 pm	Study Session	
<b>Tues 10/22</b>	10/16	6:30 pm	Regular Meeting	
<b>Nov 2019</b>				
<b>Mon 11/4</b>	10/30	6:30 pm	Study Session w/ Planning Commission	Discussion: Comprehensive Plan / Town Center Sub-Area Plan Amendments – Quality of Life Items (60-minutes) Discussion: Wireless / Small Cell Technology Regulations Update (60-minutes)
<b>Tues 11/5</b>	10/30	6:30 pm	Regular Meeting	Public Hearing / Ordinance: Comprehensive Plan / Town Center Sub-Area Plan Amendments – Quality of Life Items (60-minutes) Public Hearing / Ordinance: Wireless / Small Cell Technology Regulations Update (60-minutes)
<b>Tues 11/12</b>	11/6	6:30 pm	Study Session	
<b>Tues 11/19</b>	11/13	6:30 pm	Regular Meeting	Ordinance: Comprehensive Plan / Town Center Sub-Area Plan Amendments – Quality of Life Items (60-minutes) Ordinance: Wireless / Small Cell Technology Regulations Update (60-minutes)
<b>Dec 2019</b>				
<b>Mon 12/2</b>	11/27	6:30 pm	Study Session	Discussion: 2020 Comprehensive Plan Amendments – Docket Requests (60-minutes)
<b>Tues 12/3</b>	11/27	6:30 pm	Regular Meeting	Public Hearing / Resolution: 2020 Comprehensive Plan Amendments – Docket Requests (60-minutes)  <u>Consent:</u> Ordinance: Annual Amendments to the Comprehensive Plan
<b>Tues 12/10</b>	12/4	6:30 pm	Special Meeting	

Last printed 3/29/19

<b>Tues 12/17</b>	12/11	6:30 pm	Regular Meeting	
	<b>To Be Scheduled</b>		<b>To Be Scheduled</b>	<b>Parked Items</b>
	<ul style="list-style-type: none"> <li>• Growth Centers</li> <li>• Internet Usage &amp; Social Media Policies</li> <li>• <u>Discussion:</u> Issaquah Pine Lake Road Phase 1- Project Update (moved to 2019)</li> <li>• Parks Surveillance Camera Policy</li> </ul>	<ul style="list-style-type: none"> <li>• Special Events Ordinance</li> <li>• Maintenance Safety Program Adoption</li> <li>• M&amp;O Strategic Plan</li> <li>• Fleet Management Policy</li> <li>• Roadway Funding Strategy</li> <li>• Maintenance &amp; Fire Station Facility Assessment</li> <li>• Franchise Agreement/SPWS</li> <li>• Comprehensive Solid Waste Plan</li> </ul>	<ul style="list-style-type: none"> <li>• Inner City Bus Service</li> <li>• Good Samaritan Law</li> <li>• Plastic Bags</li> </ul>	