



AGENDA

City Council Regular Meeting

6:30 PM - Tuesday, April 7, 2020

City Hall Council Chambers, Sammamish, WA

Page

Estimated
Time

MEETING ACCESSIBILITY

Pursuant to the Governor's emergency Proclamation 20-25, the City is unable to provide an in-person location for the public to listen to the virtual City Council meeting this evening. Meetings are still accessible to the public and public comment is able to be submitted.

To View Live:

- **City Website:** www.sammamish.us/news-events/tv-21/
- **City Facebook:** www.facebook.com/CityofSammamishWA/
- **Comcast Channel 21** (within Sammamish only)

To View Later: Meeting videos are available the day after the meeting:

- **City Website:** www.sammamish.us/news-events/tv-21/
- **YouTube:**
www.youtube.com/channel/UCouPqQz1MSudhAdgiriLC8A
- **Comcast Channel 21** (within Sammamish only)

CALL TO ORDER

6:30 pm

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

EMERGENCY MANAGEMENT

6:35 pm

1. **COVID-19 Update:** Emergency Manager Andrew Stevens

PUBLIC COMMENT

6:45 pm

Pursuant to the Governor's emergency Proclamation 20-25, the City is unable to provide an in-person location for the public to listen to the virtual City Council meeting this evening. Meetings are still accessible to the public and public comment is able to be submitted.

Written Comment:

Written public comment will be accepted until 5:00 pm on the day of the meeting. Submit your written comments by email to the City Clerk at manderson@sammamish.us and citycouncil@sammamish.us.

Verbal Comment:

Up to 3 minutes of verbal public comment may be provided per person live during the meeting. Call the following number and input the access code when prompted by 6:30 pm the day of the meeting:

- Phone Number: (571) 317-3122
- Access Code: 929-348-197

Once you have joined, you will be placed on mute. The meeting operator will unmute you when it is your turn to comment.

CONSENT CALENDAR

6:55 pm

2. **Payroll:** For the Period Ending March 31, 2020 For a Pay Date of April 03, 2020 in the Amount of \$471,523.62
- 4 - 13 3. **Claims:** For Period Ending April 7, 2020 In The Amount Of \$1,735,925.57 For Check No. 56587 Through 56782
[View Agenda Item](#)
- 14 - 17 4. **Resolution:** Declaring Three Fire Vehicles As Surplus
[View Agenda Item](#)
- 18 - 26 5. **Approval:** Sammamish-WSDOT-King County ITS Improvement Project - Interlocal Agreement with WSDOT (GCB 3089)
[View Agenda Item](#)
- 27 - 75 6. **Approval:** 2019-2020 Emergency Management Performance Grant
[View Agenda Item](#)
- 76 - 102 7. ***Contract:** 2020 Right-of-Way Slope Mowing with Landscapes Inc.
[View Agenda Item](#)
- 103 - 105 8. **Minutes:** For the March 24, 2020 Special Meeting
[View Agenda Item](#)

PRESENTATIONS / PROCLAMATIONS

PUBLIC HEARINGS

UNFINISHED BUSINESS

7:00 pm

- 106 - 111 9. **Resolution:** Establishing An Administrative Leave Bank For Use
By City Of Sammamish Employees During The COVID-19
Emergency
[View Agenda Item](#)

NEW BUSINESS

COUNCIL REPORTS/ CITY MANAGER REPORT

7:10 pm

- 112 - 122 10. **Report:** City Manager
[View Report](#)

EXECUTIVE SESSION

7:20 pm

Potential Litigation pursuant to RCW.42.30.110(1)(i)

ADJOURNMENT

7:30 pm

***Contract and Bid Tab added to this item 4/6/2020**



MEMORANDUM

To: Melonie Anderson, City Clerk

From: Tracey, Finance Department

Date: March 26, 2020

Re: Claims for April 7th, 2020

..0..

1,338.48 +
886,139.42 +
28,232.16 +
352,101.54 +
83,862.56 +
384,251.41 +
1,735,925.57 *

	\$ 1,338.48
	\$ 886,139.42
	\$ 28,232.16
	\$ 352,101.54
	\$ 83,862.56
	\$ 384,251.41
Check #56587-56782	\$ 1,735,925.57

Top 10 Over \$10,000 Payments

Vendor	Amount	Details
Eastside Fire & Rescue	\$ 659,422.67	March contribution
Petersen Brothers Inc	\$ 181,649.91	Guardrail project
ICMA401	\$ 61,197.37	Employee benefits
Fehr & Peers	\$ 48,540.43	Transportation master plan
Patriot Maintenance	\$ 44,607.61	Janitorial services & supplies
Western Systems	\$ 41,099.86	School zone flasher upgrade supplies
SCI	\$ 32,681.85	Catch basin repairs
KBA	\$ 31,080.08	Catch basin repairs
KBA	\$ 27,690.49	Catch basin repairs
Madrona Law Group	\$ 26,536.58	Legal fees

JD

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
56587	03/06/2020	BACKGROU	Background Source Intl	68.00	56,587
56588	03/06/2020	KINGFI	King County Finance A/R	1,122.00	56,588
56589	03/06/2020	WORKWEAR	The Workwear Place	148.48	56,589
Check Total:				1,338.48	

JD

Accounts Payable

Check Register Totals Only

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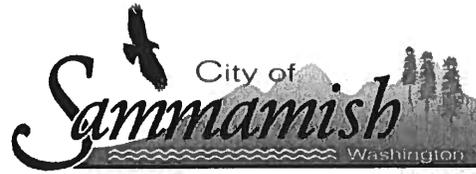
Check	Date	Vendor No	Vendor Name	Amount	Voucher
56590	03/06/2020	AHBL	AHBL Inc	450.00	56,590
56591	03/06/2020	ARUMUGAM	Chanks Arumugam	500.00	56,591
56592	03/06/2020	AUTODOC	Auto Doctor	1,806.89	56,592
56593	03/06/2020	AUTOZONE	Auto Zone	291.62	56,593
56594	03/06/2020	BACKGROU	Background Source Intl	30.00	56,594
56595	03/06/2020	BEST	Best Parking Lot Cleaning, Inc	2,630.60	56,595
56596	03/06/2020	BRI	Bri Communications	4,600.00	56,596
56597	03/06/2020	CARMONRO	Ronny Carmon	500.00	56,597
56598	03/06/2020	CENTURY	CenturyLink	61.98	56,598
56599	03/06/2020	KENT	City of Kent Finance	750.00	56,599
56600	03/06/2020	COMCAST2	Comcast	368.91	56,600
56601	03/06/2020	COMCHEM	Commercial Chemtech, Inc	966.41	56,601
56602	03/06/2020	CREATCIR	Creative Circle, LLC	2,222.50	56,602
56603	03/06/2020	DAILY	Daily Journal of Commerce	348.60	56,603
56604	03/06/2020	EVANS	David Evans & Associates, Inc	17,167.88	56,604
56605	03/06/2020	DTGENTER	DTG Enterprises Inc.	50.00	56,605
56606	03/06/2020	EASTFIRE	Eastside Fire & Rescue	659,422.67	56,606
56607	03/06/2020	ECONOLIT	Econolite	19,004.96	56,607
56608	03/06/2020	FASTENAL	Fastenal Industrial Supplies	664.36	56,608
56609	03/06/2020	FEDERICI	Nick Federici	2,000.00	56,609
56610	03/06/2020	FEHRPEER	Fehr & Peers	48,540.43	56,610
56611	03/06/2020	FIREPROT	Fire Protection, Inc.	619.80	56,611
56612	03/06/2020	HARRISWO	Harris Work Systems	699.22	56,612
56613	03/06/2020	HOMEDE	Home Depot	2,277.84	56,613
56614	03/06/2020	INDIA	India Assoc of Western Washington	500.00	56,614
56615	03/06/2020	KBA	KBA Inc	27,690.49	56,615
56616	03/06/2020	LYONSMAR	Margret Lyons	120.00	56,616
56617	03/06/2020	NESSCO	Nesco LLC	3,190.00	56,617
56618	03/06/2020	NUVELOCI	Nuvelocity	2,260.50	56,618
56619	03/06/2020	OER	Olympic Environmental Resources	18,736.70	56,619
56620	03/06/2020	PACSOIL	Pacific Topsoils, Inc	194.35	56,620
56621	03/06/2020	PERTEET	Perteet, Inc.	17,267.38	56,621
56622	03/06/2020	PLATT	Platt Electric Supply	38.21	56,622
56623	03/06/2020	PROVAC	PRO-VAC	19,451.00	56,623
56624	03/06/2020	HALF	Robert Half	1,835.60	56,624
56625	03/06/2020	SAM	Sammamish Plateau Water Sewer	912.94	56,625
56626	03/06/2020	SNYDER	Snyder Roofing of WA LLC	3,159.46	56,626
56627	03/06/2020	SWTRAF	Southwest Traffic Systems, Inc	1,150.00	56,627
56628	03/06/2020	SPRAGUE	Sprague Pest Solutions	407.00	56,628
56629	03/06/2020	SUNBELT	Sunbelt Rentals	1,562.00	56,629
56630	03/06/2020	SUPERION	Superion LLC	287.90	56,630
56631	03/06/2020	TARASEWI	Janelle Tarasewicz	2,750.00	56,631
56632	03/06/2020	TRANSGRO	Transpo Group USA Inc.	1,412.20	56,632
56633	03/06/2020	UTILITIE	Utilities Underground Location Ctr	579.21	56,633
56634	03/06/2020	VLASTELI	Shelli Vlastelica	637.50	56,634
56635	03/06/2020	VOYAGER	Voyager	7,004.94	56,635
56636	03/06/2020	WCMA	Wa City/County Mgmt Assoc	750.00	56,636
56637	03/06/2020	WESSPUR	WesSpur Tree Equipment, Inc.	472.81	56,637
56638	03/06/2020	WESTERNS	Western Systems Inc.	2,523.52	56,638
56639	03/06/2020	XEROX	Xerox Financial Services	2,712.13	56,639

Check	Date	Vendor No	Vendor Name	Amount	Voucher
56640	03/06/2020	ZUMAR	Zumar Industries, Inc.	2,558.91	56,640
				<u>886,139.42</u>	
Check Total:				<u>886,139.42</u>	

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
56641	03/13/2020	IMAGINE	Imagine Housing - Sammamish	11,250.00	56,641
56642	03/13/2020	NAMI	NAMI Eastside	2,800.00	56,642
56643	03/13/2020	PBS	PBS Engineering and Environmental I	14,048.65	56,643
56644	03/13/2020	WESTERNS	Western Systems Inc.	133.51	56,644
Check Total:				28,232.16	

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
56645	03/13/2020	ALLCLIM	All Climate Heating & Air	132.00	56,645
56646	03/13/2020	AUTODOC	Auto Doctor	2,384.39	56,646
56647	03/13/2020	BATTERIE	Batteries Plus	3,414.23	56,647
56648	03/13/2020	BEACONAT	Beacon Athletics	571.95	56,648
56649	03/13/2020	BELREDHE	Bel-Red Heating	105.00	56,649
56650	03/13/2020	BENSCLEA	Ben's Cleaner Sales Inc.	414.06	56,650
56651	03/13/2020	BOBS	Bob's Heating & Air	277.00	56,651
56652	03/13/2020	BRENNANH	Brennan Heating & A/C	117.00	56,652
56653	03/13/2020	BUELLRR	Buell Realtime Reporting	8,574.70	56,653
56654	03/13/2020	CDW	CDW Govt Inc	2,393.44	56,654
56655	03/13/2020	COMCAST2	Comcast	9.40	56,655
56656	03/13/2020	CREATCIR	Creative Circle, LLC	3,298.75	56,656
56657	03/13/2020	HOGAN	D. A. Hogan & Assoc., Inc	2,935.00	56,657
56658	03/13/2020	DAILY	Daily Journal of Commerce	2,547.30	56,658
56659	03/13/2020	DKS	DKS Associates	8,501.71	56,659
56660	03/13/2020	DRSI	DRSI	274.80	56,660
56661	03/13/2020	DTGENTER	DTG Enterprises Inc.	646.30	56,661
56662	03/13/2020	DURHAM	Travis Durham	1,798.50	56,662
56663	03/13/2020	ESA	ESA	635.00	56,663
56664	03/13/2020	FARKASHS	Sarah Farkash	650.00	56,664
56665	03/13/2020	FASTENAL	Fastenal Industrial Supplies	617.16	56,665
56666	03/13/2020	GREENENI	Nicholas Green	152.59	56,666
56667	03/13/2020	HDFOWL	H. D. Fowler Company	146.92	56,667
56668	03/13/2020	HERRERA	Herrera Environmental Consult.	9,513.74	56,668
56669	03/13/2020	INTEGRIT	Integrity Interior Solutions LLC	1,501.47	56,669
56670	03/13/2020	KBA	KBA Inc	31,080.08	56,670
56671	03/13/2020	KINGFI	King County Finance A/R	647.15	56,671
56672	03/13/2020	KCRADIO	King Cty Radio Comm Svcs	1,115.40	56,672
56673	03/13/2020	KPG	KPG Interdisciplinary Design	18,648.56	56,673
56674	03/13/2020	LEXIS	Lexis Nexis Risk Data Mgmt	162.90	56,674
56675	03/13/2020	LongBAY	Long Bay Enterprises, Inc	4,529.75	56,675
56676	03/13/2020	MARINERE	Marine Restoration & Construction LI	680.00	56,676
56677	03/13/2020	MICROSOFT	Microsoft	6,555.82	56,677
56678	03/13/2020	MINUTE	Minuteman Press	117.37	56,678
56679	03/13/2020	MORANKA	Karen Moran	182.15	56,679
56680	03/13/2020	MOUNTPAC	Mountain Pacific Bank	1,720.10	56,680
56681	03/13/2020	WEATHER	Narwhal Met, LLC	850.00	56,681
56682	03/13/2020	NESAM	NE Sammamish Sewer & Water	699.61	56,682
56683	03/13/2020	OCCUPATI	Occupational Health Centers of WA, P	104.00	56,683
56684	03/13/2020	PACAIR	Pacific Air Control, Inc	4,281.20	56,684
56685	03/13/2020	PACPLANT	Pacific Plants	253.00	56,685
56686	03/13/2020	PATRIOT	Patriot Maintenance Inc	44,607.61	56,686
56687	03/13/2020	PBS	PBS Engineering and Environmental I	20,195.72	56,687
56688	03/13/2020	POLLARD	Andrea F. Pollard	770.00	56,688
56689	03/13/2020	Provac	PRO-VAC	19,289.60	56,689
56690	03/13/2020	PROVIDEL	Provident Electric Inc	121.00	56,690
56691	03/13/2020	PSE	Puget Sound Energy	11,021.09	56,691
56692	03/13/2020	RIGHT	Right! Systems Inc.	1,271.60	56,692
56693	03/13/2020	HALF	Robert Half	882.50	56,693
56694	03/13/2020	ROTARSAM	Rotary Club of Sammamish	52.00	56,694

Check	Date	Vendor No	Vendor Name	Amount	Voucher
56695	03/13/2020	SAM	Sammamish Plateau Water Sewer	1,089.90	56,695
56696	03/13/2020	SCI	SCI Infrastructure, LLC	32,681.85	56,696
56697	03/13/2020	SEATIM	Seattle Times	2,205.53	56,697
56698	03/13/2020	SMS	SMS Cleaning, Inc	2,917.51	56,698
56699	03/13/2020	SNYDER	Snyder Roofing of WA LLC	3,613.65	56,699
56700	03/13/2020	SOLARWIN	Solar Winds	8,566.80	56,700
56701	03/13/2020	STANTEC	Stantec Consulting Services	15,784.50	56,701
56702	03/13/2020	SUNBELT	Sunbelt Rentals	5,871.61	56,702
56703	03/13/2020	TAGS	Tags Awards & Specialties	28.60	56,703
56704	03/13/2020	USBANKNA	US Bank N.A. - Custody	79.00	56,704
56705	03/13/2020	VERIZON	Verizon Wireless	6,962.11	56,705
56706	03/13/2020	WNPS	Wa Native Plant Society	9,000.00	56,706
56707	03/13/2020	WAWILD	Wa Wildlife & Recreation Coalition	750.00	56,707
56708	03/13/2020	WESTERNS	Western Systems Inc.	41,099.86	56,708
Check Total:				<u>352,101.54</u>	

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
56709	03/20/2020	ICMA401	ICMA 401	61,197.37	56,709
56710	03/20/2020	ICMA457	ICMA457	20,497.39	56,710
56711	03/20/2020	NAVIA	Navia Benefits Solution	1,952.63	56,711
56712	03/20/2020	WASUPPOR	Wa State Support Registry	215.17	56,712
Check Total:				83,862.56	

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
56713	03/20/2020	ALTUS	Altus Traffic Management	830.72	56,713
56714	03/20/2020	AMERICAL	Americall International Inc	299.00	56,714
56715	03/20/2020	AWC	Association of Wa Cities	600.00	56,715
56716	03/20/2020	AUTODOC	Auto Doctor	4,290.62	56,716
56717	03/20/2020	BARTLETT	Bartlett Tree Experts	13,422.15	56,717
56718	03/20/2020	BENSCLEA	Ben's Cleaner Sales Inc.	862.84	56,718
56719	03/20/2020	BEST	Best Parking Lot Cleaning, Inc	12,292.05	56,719
56720	03/20/2020	BRUNETTE	Nicole Brunette	250.00	56,720
56721	03/20/2020	BUILDERS	Builders Exchange of WA	524.25	56,721
56722	03/20/2020	CENTURY	CenturyLink	156.63	56,722
56723	03/20/2020	CINTASFA	Cintas Corporation	485.25	56,723
56724	03/20/2020	ISSCITY	City Of Issaquah	8,621.61	56,724
56725	03/20/2020	REDUTIL	City of Redmond	34.70	56,725
56726	03/20/2020	CREATCIR	Creative Circle, LLC	7,936.25	56,726
56727	03/20/2020	DTGENTER	DTG Enterprises Inc.	249.50	56,727
56728	03/20/2020	DURHAM	Travis Durham	819.50	56,728
56729	03/20/2020	ESA	ESA	1,330.00	56,729
56730	03/20/2020	ESSERLUK	Luke Esser	4,000.00	56,730
56731	03/20/2020	EVERCHEV	Evergreen Chevrolet	65.95	56,731
56732	03/20/2020	EVERFORD	Evergreen Ford	69.53	56,732
56733	03/20/2020	FASTENAL	Fastenal Industrial Supplies	1,249.39	56,733
56734	03/20/2020	FIREPROT	Fire Protection, Inc.	2,504.12	56,734
56735	03/20/2020	FRONTIR2	Frontier	413.07	56,735
56736	03/20/2020	GLOBALRE	Global Rental Co, Inc	943.93	56,736
56737	03/20/2020	GRAINGER	Grainger	251.63	56,737
56738	03/20/2020	GRANGE	Grange Supply, Inc.	116.45	56,738
56739	03/20/2020	HERMANO	Hermanson Co LLP	604.18	56,739
56740	03/20/2020	HONEY	Honey Bucket	2,040.50	56,740
56741	03/20/2020	HWA	HWA GeoSciences, Inc	1,158.73	56,741
56742	03/20/2020	HYATTANN	Annie Hyatt	550.00	56,742
56743	03/20/2020	HONDAKU	Issaquah Honda Kubota	699.39	56,743
56744	03/20/2020	JCWILDLI	JC Wildlife Consultant	4,750.00	56,744
56745	03/20/2020	KENYON2	Kenyon Disend PLLC	25,779.49	56,745
56746	03/20/2020	KHALAF	Amal Khalaf	500.00	56,746
56747	03/20/2020	KINGFI	King County Finance A/R	6,937.88	56,747
56748	03/20/2020	LAKESIDE	Lakeside Industries	665.28	56,748
56749	03/20/2020	LEYTON	Kimberly Leyton	699.75	56,749
56750	03/20/2020	MADRONA	Madrona Law Group, pllc	26,536.58	56,750
56751	03/20/2020	MAILPO	Mail Post Sammamish	274.05	56,751
56752	03/20/2020	MCKENNAD	Diane McKenna	686.00	56,752
56753	03/20/2020	MORUP	Morup Signs Inc	1,980.00	56,753
56754	03/20/2020	OBRIENBA	O'Brien Barton & Hopkins PLLP	150.00	56,754
56755	03/20/2020	PACSOIL	Pacific Topsoils, Inc	259.60	56,755
56756	03/20/2020	PAPE	Pape Machinery	2,473.66	56,756
56757	03/20/2020	PAREEK	Preeti Pareek	88.00	56,757
56758	03/20/2020	PEDLAR	Kelly Ann Pedlar	148.50	56,758
56759	03/20/2020	PSINTEGR	Performance Systems Integration LLC	2,183.50	56,759
56760	03/20/2020	PETERSEN	Petersen Brothers Inc	181,649.91	56,760
56761	03/20/2020	PLATT	Platt Electric Supply	99.58	56,761
56762	03/20/2020	PROVAC	PRO-VAC	9,820.68	56,762



Check	Date	Vendor No	Vendor Name	Amount	Voucher
56763	03/20/2020	PSE	Puget Sound Energy	16,789.66	56,763
56764	03/20/2020	REPUBLIC	Republic Services #172	93.08	56,764
56765	03/20/2020	HALF	Robert Half	529.50	56,765
56766	03/20/2020	RWC	RWC Group	1,015.96	56,766
56767	03/20/2020	SHERWIN	Sherwin-Williams Co Store 8189	24.72	56,767
56768	03/20/2020	SIGNARAM	Signarama-Redmond	434.18	56,768
56769	03/20/2020	SITEONE	Site One Landscape Supply LLC	696.98	56,769
56770	03/20/2020	STAPLES	Staples Advantage	1,081.36	56,770
56771	03/20/2020	STEINLOT	Stein Lotzkar & Starr P.S. Inc	4,302.00	56,771
56772	03/20/2020	SUNBELT	Sunbelt Rentals	1,863.97	56,772
56773	03/20/2020	SWANKVIV	Vivian Swank	500.00	56,773
56774	03/20/2020	WORKWEAR	The Workwear Place	666.57	56,774
56775	03/20/2020	TRANSOLU	Transportation Solutions, Inc	16,229.29	56,775
56776	03/20/2020	ULINE	ULINE Shipping Supplies	2,457.96	56,776
56777	03/20/2020	VENKATAR	Shalini Venkataraman	420.00	56,777
56778	03/20/2020	NELSONCO	Walter E. Nelson Company	5.50	56,778
56779	03/20/2020	WAWORK	Washington Workwear Stores Inc	985.55	56,779
56780	03/20/2020	WESCOM	Wescom	2,378.16	56,780
56781	03/20/2020	YANGSHU	Shu Yang	165.00	56,781
56782	03/20/2020	ZUMAR	Zumar Industries, Inc.	257.57	56,782
Check Total:				384,251.41	

Agenda Bill

City Council Regular Meeting

April 07, 2020



SUBJECT:	Resolution to Declare City owned fire equipment, currently being used by Eastside Fire & Rescue (EF & R) as surplus property.	
DATE SUBMITTED:	March 13, 2020	
DEPARTMENT:	City Manager's Office	
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	Adopt a resolution declaring a City-Owned Apparatus as surplus. After approval by the EF & R Board the apparatus will be disposed in the manner prescribed by State Law, and any proceeds deposited in the EF & R Equipment Reserve Fund.	
EXHIBITS:	1. Exhibit 1 - Resolution Fire Asset Surplus Declaration	
BUDGET:		
Total dollar amount	Per the EF&R Equipment Replacement Fund process, proceeds from the sale and/or disposal of surplus assets return to the EF&R Equipment Replacement Fund.	<input type="checkbox"/> Approved in budget
Fund(s)	N/A	<input type="checkbox"/> Budget reallocation required <input checked="" type="checkbox"/> No budgetary impact
WORK PLAN FOCUS AREAS:		
<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:

Shall EF & R be authorized to surplus City-owned Apparatus #1831, 2003, Chevrolet, (VIN 3GNGK26G33G229837 /Plate# 36042D) Apparatus # 7829, 2000, F-350, Aid Car, (VIN 1FDWF36F1YEA35596 / Plate# 49668C, and Apparatus # 8837, 2004, E-ONE, Typhoon Pumper, (VIN 4EN6AAA8141008558 / Plate# 72621C?

KEY FACTS AND INFORMATION SUMMARY:

When fire equipment that is owned by the City of Sammamish and used by Eastside Fire & Rescue is scheduled to be replaced that equipment is declared surplus and then sold and/or disposed with any proceeds being deposited in the Eastside Fire & Rescue Equipment Replacement Fund.

Upon incorporation a number of fire vehicles and apparatus were transferred to the City of Sammamish from Fire District 10. Vehicles are titled to the City of Sammamish as the legal owner and Eastside Fire & Rescue uses and maintains the vehicles.

Eastside Fire & Rescue’s annual budget includes an Equipment Replacement Fund and Vehicle Replacement Schedule. When one of Sammamish’s vehicles is scheduled to be replaced the Eastside Fire & Rescue Board requests that the City Council declare the vehicle surplus so that it may be sold and the proceeds deposited in the Eastside Fire & Rescue Equipment Replacement Fund.

FINANCIAL IMPACT:

N/A

OTHER ALTERNATIVES CONSIDERED:

Disapprove the Surplus.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO: R2020-____**

**A RESOLUTION OF THE CITY OF SAMMAMISH CITY
COUNCIL DECLARING THREE FIRE VEHICLES AS SURPLUS**

WHEREAS, the City of Sammamish has established an equipment replacement plan for its fire equipment through its partnership agreement with Eastside Fire & Rescue (EF&R); and

WHEREAS, the EF&R equipment replacement plan calls for the surplus of three vehicles owned by the City of Sammamish in 2020;

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

The following fire vehicles are declared surplus to the needs of the City and shall be disposed of in a manner prescribed in state law:

2003, Chevrolet, Suburban, License Plate # 36042D, VIN: 3GNGK26G33G229837

2000, F-350, Aid Car, License Plate # 49668C, VIN: 1FDWF36F1YEA35596

2004, E-ONE, Typhoon Pumper, License Plate # 72621C, VIN: 4EN6AAA8141008558

**ADOPTED BY THE CITY COUNCIL AT THEIR REGULAR MEETING
THEREOF ON THE ____ DAY OF _____, 2020.**

CITY OF SAMMAMISH

Mayor Karen Moran

ATTEST/AUTHENTICATED

Melonie Anderson, City Clerk

Approved as to form:

Mike Kenyon, City Attorney

Filed with the City Clerk: March 13, 2020
Passed by the Council:
Resolution No: R2020- _____

Agenda Bill

City Council Regular Meeting

April 07, 2020



SUBJECT:	Sammamish-WSDOT-King County ITS Improvement Project - Interlocal Agreement with WSDOT (GCB 3089)	
DATE SUBMITTED:	March 17, 2020	
DEPARTMENT:	Public Works	
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	Authorize the City Manager to approve and execute an Interlocal Agreement with WSDOT to carry out Sammamish-WSDOT-King County ITS Improvement Project.	
EXHIBITS:	1. Exhibit 1 - Sammamish-WSDOT-King County ITS Improvement Project Interlocal Agreement with WSDOT - GCB 3089	
BUDGET:		
Total dollar amount	\$823,784	<input checked="" type="checkbox"/> Approved in budget
Fund(s)	ITS Phase 2. 228th-NE 12th ST to SR 202 (340-165-595-30-63-00)	<input type="checkbox"/> Budget reallocation required <input type="checkbox"/> No budgetary impact
WORK PLAN FOCUS AREAS:		
<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:

Should the Council authorize the City Manager to sign an Interlocal Agreement with WSDOT for Sammamish-WSDOT-King County ITS Improvement Project?

KEY FACTS AND INFORMATION SUMMARY:

The City was awarded a federal grant of \$1,905,000 to design and construct the Sammamish-WSDOT-King County Intelligent Transportation System Improvement (ITS Phase 2) project. This is a partnership with King County and the Washington State Department of Transportation (WSDOT). Improvements will extend from NE 12th Pl in the City to SR202 and on SR202 between 244th Ave NE to 192nd Dr NE. The project will also construct a Traffic Management Center in City Hall.

The City is the lead agency for the administration of this grant funding. WSDOT's portion of this project includes the design and installation of cameras and connecting its signals together along SR-202 between 192nd Dr NE and 244th Ave NE. WSDOT staff will perform the design and construction work for the camera portion of the ITS system along SR-202. The remaining portion of their system was designed by the City and is completed. The City will hire a contractor to construct the remaining WSDOT portion of the project as well as the City's ITS project. An interlocal agreement between WSDOT and the City (Exhibit 1) has been prepared which specifies the contribution and payment terms between the parties in order to receive grant reimbursement funds for the completed design work and construction of the project. The project was advertised for construction in February 2020.

FINANCIAL IMPACT:

The WSDOT portion of the project corresponding to the work along SR-202 is estimated to cost \$716,334 with a 15% contingency in the amount of \$107,450 for a total of \$823,784. WSDOT will pay the City 13.5% of the estimated cost (~\$96,705). The remaining cost of WSDOT's project components will be covered by the grant funding, which will be reimbursed to the City.

OTHER ALTERNATIVES CONSIDERED:

If the Council chooses not to enter into an agreement with WSDOT, the City will not be able to get reimbursement for WSDOT's 13.5% share of any of the design work already completed along SR-202 nor for construction work to be completed by the Contractor, resulting in a significantly higher cost to the City. In addition, it will result in a delay to the ITS Phase 2 Project, and the City may not be able to meet federal requirements of showing continuous progress of the project, which may result in de-obligation of federal funds.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

[Transportation Comprehensive Plan 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.

GCB 3089

This Agreement is made and entered into between the Washington State Department of Transportation, hereinafter “WSDOT” and the City of Sammamish, 801 228th Ave SE, Sammamish, WA 98075, hereinafter the “City,” collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

1. The City will carry out the Sammamish-WSDOT-King County Intelligent Transportation System (ITS) Improvement Project, hereinafter the “Project,” which is federally funded (Federal Project No. CM-9917(029)) and will be constructed in compliance with federal aid project guidelines.
2. A portion of this Project, hereinafter the “WSDOT-owned Signal System Improvements,” includes adding cameras on State Route (SR) 202 at 192nd Drive NE, 228th Ave NE, 236th Ave NE, and 244th Ave NE, as shown in Exhibit A, connecting the signals on SR 202 at 228th Ave NE, 236th Ave NE, and 244th Ave NE together and to the WSDOT central system, and connecting the City to Traffic Buster. State forces will perform the design and construction work for the cameras, as shown in Exhibit B.
3. WSDOT and the City agree that it would be in the public’s best interest to complete the WSDOT-owned Signal System Improvements to increase safety and to produce the most cost-effective results.

NOW THEREFORE, pursuant to RCW 47.28.140, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibit A and Exhibit B that are incorporated herein by this reference,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. CONTRIBUTION

- 1.1 The WSDOT-owned Signal System Improvements work is estimated to cost Seven Hundred Sixteen Thousand Three Hundred Thirty Four Dollars (\$716,334), as shown in Exhibit B. WSDOT shall make a 13.5% share contribution to the City for the WSDOT-owned Signal System Improvements, in the initial amount of Ninety Six Thousand Seven Hundred Five Dollars (\$96,705), which is approximately 13.5% of the \$716,334 total for the work, which amount may be adjusted pursuant to the accepted bid amount and/or pursuant to Section 3.1, below.
- 1.2 In consideration of the faithful performance of the work performed by the City in accordance with this Agreement, WSDOT shall pay the City a Contribution in the amount of \$96,705 towards the WSDOT-owned Signal System Improvements in accordance with the Payment schedule set forth in Section 2 of this Agreement. An itemized estimate of the work to be performed by the City is shown in Exhibit B.

2. PAYMENT TERMS

- 2.1 Within thirty (30) days of execution of this Agreement, the City shall send an invoice to WSDOT requesting payment of Ten Thousand Three Hundred Eighty Dollars (\$10,380), which is approximately 13.5% of the amount for Design Engineering, which is Seventy Six Thousand Eight Hundred Ninety Two Dollars (\$76,892), as shown in Exhibit B. WSDOT shall make payment to the City within sixty (60) calendar days after receiving the City's invoice.
- 2.2 Once the City receives WSDOT's payment pursuant to Section 2.1, the remainder of WSDOT's \$96,705 Contribution, in the amount of Eighty Six Thousand Three Hundred Twenty Five Dollars (\$86,325), shall be provided to the City in partial progress payments consistent with the ratable progress of costs incurred for the work on the WSDOT-owned Signal System Improvements. These payments shall not be made more frequently than once monthly. WSDOT reserves the right to reconcile or dispute the amount of any such progress payment as a condition of making final payment under this Agreement. WSDOT shall make all such progress payments including final payment to the City within sixty (60) calendar days after receiving the City's invoice.
- 2.3 The City shall submit a final bill to WSDOT for final payment within forty-five (45) days after the City Council and WSDOT have accepted as complete the construction of the work on the WSDOT-owned Signal System Improvements.

3. EXTRA WORK

- 3.1 In the event unforeseen conditions or construction bid results require an increase in cost above the agreed Contribution amount of \$96,705, the Parties agree to a fifteen (15) percent Contingency, wherein WSDOT shall make additional payment to the City to address the unforeseen costs in an amount up to and including Fourteen Thousand Five Hundred Six Dollars (\$14,506), which is approximately 15% of \$96,705, for a maximum amount of One Hundred Eleven Thousand Two Hundred Eleven Dollars (\$111,211). If the unforeseen costs exceed the 15 percent Contingency this Agreement shall be amended by the Parties to cover said excess amount.
- 3.2 In the event it is determined that any change from the description of work contained in this Agreement is required, approval must be secured from WSDOT prior to the beginning of such work. If the parties agree that the change is substantial, mutual written approval must be secured.
- 3.3 Reimbursement for any such increased work and/or substantial change in the description of work shall be limited to costs covered by written modification, change order or extra work order approved by WSDOT.

4. RIGHT OF ENTRY

4.1 WSDOT hereby grants to the City and its authorized agents, contractors, subcontractors, and employees, a right of entry upon SR 202 right of way for purposes of performing the work described in this Agreement for the WSDOT-owned Signal System Improvements.

5. OPERATION AND MAINTENANCE

5.1 Upon completion of the WSDOT-owned Signal System Improvements work outlined herein, all facilities installed in SR 202 right of way shall be owned by WSDOT and those WSDOT-owned facilities shall be operated and maintained by WSDOT at its sole cost and expense and without cost or expense to the City.

6. PARTY REPRESENTATIVES

6.1 For all communications under this Agreement the Parties designate the following representatives:

City of Sammamish	Washington State Department of Transportation
Steven Chen Traffic Engineering Manager City of Sammamish 801 228 th Ave SW Sammamish, WA 98075 (425) 295-0564 schen@sammamish.us	Barbara Briggs Assistant Region Traffic Engineer (Snohomish/Mount Baker) Washington State Department of Transportation Northwest Region 15700 Dayton Ave. North PO BOX 330310 Seattle, WA 98133 (206) 440-4486 BriggBa@wsdot.wa.gov

6.2 A Party may designate an alternative representative to the individual listed in Section 6.1 and in this event will notify the other Party in writing.

7. GENERAL PROVISIONS

7.1 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.2 Termination: Neither WSDOT nor the City may terminate this Agreement without the written concurrence of the other Party. If the Parties agree to terminate this Agreement they shall address in writing all issues related to the termination. Any termination of this

Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

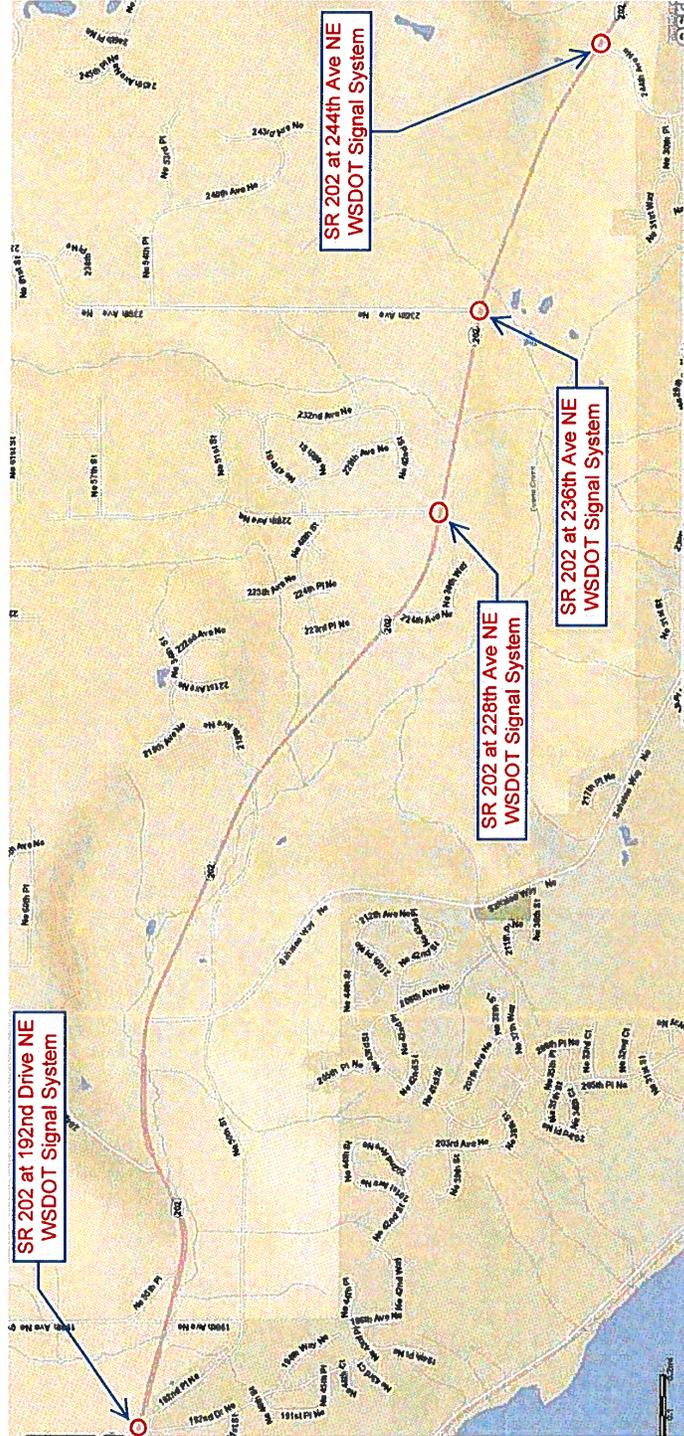
- 7.3 Indemnification and Waiver: Each of the Parties shall protect, defend, indemnify, and hold harmless the other Party and its employees and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgements, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, that Party's obligations performed or to be performed pursuant to the provisions of this Agreement. No Party shall be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) WSDOT, its employees and authorized agents and (b) the City, its employees, contractors, consultants, or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the other Party, its employees, contractors, consultants, and authorized agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of Title 51 RCW.
- 7.4 Disputes: In the event that a dispute arises under this Agreement, it shall be resolved as follows: In the event that the Parties are unable to resolve any such dispute, each Party shall appoint a member to a disputes board, these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. Each Party shall be responsible for its own costs and fees and agrees to share equally in the cost of the third disputes board member.
- 7.5 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in King County Superior Court. Further, the Parties agree that each will be solely responsible for payment of its own attorney's fees, witness fees, and costs.
- 7.6 Audits/Records: All records for the WSDOT-owned Signal System Improvements in support of all costs incurred shall be maintained by the City for a period of six (6) years. WSDOT shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should WSDOT require copies of any records, it agrees to pay the costs thereof. WSDOT shall provide to the City all records for the WSDOT-owned Signal System Improvements portion of work completed by State Forces. The Parties agree that the WSDOT-owned Signal System Improvements work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or the State of Washington and/or the federal government.

- 7.7 Term of Agreement: Unless otherwise provided herein, the term of this Agreement shall commence as of the date this Agreement is fully executed and shall continue until completion of the WSDOT-owned Signal System Improvements and authorized payments pursuant to this Agreement.
- 7.8 Severability: Should any section, term or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected and the same shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date last signed below.

City of Sammamish	Washington State Department of Transportation
By:	By:
Printed:	Printed: Mark Leth
Title:	Title: Assistant Regional Administrator Traffic Management Northwest Region
Date:	Date:
Approved as to Form City of Sammamish	Approved as to Form Washington State Department of Transportation
By:	By: 
Printed:	Printed: James Nelson
Title:	Title: Assistant Attorney General
Date:	Date: 11 February 2020

Exhibit A
GCB 3089
Page 1 of 1



**Sammamish - WSDOT - King County ITS Project
WSDOT-owned Signal System Improvements
Cost Estimate**

Exhibit B
GCB 3089
Page 1 of 1

Exhibit B
GCB 3089

Item	Unit	Unit Price	Qty	Cost
Camera at each of the following intersections: On SR202 at 192nd Drive NE, 228th Ave NE, 236th Ave NE, and 244th Ave NE (Design and construction by State Forces)	L.S.	\$88,000	1	\$88,000
Design Engineering	L.S.	\$76,892	1	\$76,892
ITS and Fiber Optic Communication: On SR202 from Sahalee Way to 228th Ave NE, 228th Ave NE to 236th Ave NE, 236th Ave NE to 244th Ave NE	L.S.	432,614	1	\$432,614
Construction Engineering and Contingencies	L.S.	\$103,828	1	\$103,828
Connecting the City of Sammamish to Traffic Buster	L.S.	\$15,000	1	\$15,000
Subtotal				\$716,334
15% contingency				\$107,450
Total				\$823,784

Agenda Bill

City Council Regular Meeting
April 07, 2020



SUBJECT:	2019-2020 Emergency Management Performance Grant	
DATE SUBMITTED:	March 27, 2020	
DEPARTMENT:	City Manager's Office	
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	Approve the City's acceptance of the 2019-20 Emergency Management Performance Grant (EMPG) and revise the Emergency Management budget to reflect the awarded funds.	
EXHIBITS:	1. Exhibit 1 - EMPG	
BUDGET:		
Total dollar amount	\$35,371.00	<input type="checkbox"/> Approved in budget <input checked="" type="checkbox"/> Budget reallocation required <input type="checkbox"/> No budgetary impact
Fund(s)		
WORK PLAN FOCUS AREAS:		
<input type="checkbox"/> Transportation	<input checked="" type="checkbox"/> Community Safety	
<input checked="" type="checkbox"/> Communication & Engagement	<input checked="" type="checkbox"/> Community Livability	
<input checked="" type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input checked="" type="checkbox"/> Financial Sustainability	

NEEDED FROM COUNCIL:

Approve the City's acceptance of the 2019-20 Emergency Management Performance Grant (EMPG) and revise the Emergency Management budget, adding a \$35,371 EMPG line item, where reimbursable expenses outlined in the grant's spending plan may be charged to.

KEY FACTS AND INFORMATION SUMMARY:

The City of Sammamish was awarded \$35,371.00 by the State of Washington Emergency Management Division to fund the previously identified areas Disaster Cost Recovery training for City personnel, the development of the City's Advanced Community Emergency Response Team (ACERT) program, and the purchase portable emergency communications radio equipment.

The Federal Department of Homeland Security (DHS) awarded 2019-20 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 is one of several communities in the State of Washington that was eligible to receive this funding. The State has allocated \$35,371.00 in funding to the City of Sammamish based on a per capita basis. This grant reimburses the City for eligible grant expenditures on a quarterly basis.

The Emergency Management Performance Grant 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. The grant specifically requires the funding to be not be used to replace or supplant existing local government funding of emergency management program, but rather fund additional initiatives which support them.

FINANCIAL IMPACT:

The City of Sammamish was awarded \$35,371.00 from the Emergency Management Performance Grant. There is a 100% match required by the grant; however, those costs will be calculated as in-kind services provided from the existing salary of the City Emergency Manager. The City is requesting that the City Council revise the Emergency Management budget, adding \$35,371.00, to reflect the monies awarded by the 2019-20 EMPG. Purchases made in accordance with the grant's spend and work plan will then be charged against the EM budget, but reimbursed to the City at a quarterly basis by the grant. Therefore, this budgetary adjustment will result in a net zero burden by the City, but will provide \$35,371.00 in additional training and equipment.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

The initiatives outlined for support by the Emergency Management Performance Grant align with the strategic objectives of the National Response and Recovery Plans, the City's Emergency Comprehensive Emergency Management Plan, and the strategic program areas of the Office of Emergency Management's Multi-Year Strategic Plan.

RECEIVED
OCT 19 2019
CONTRACTS

**Washington State Military Department
EMERGENCY MANAGEMENT PERFORMANCE GRANT AGREEMENT FACE SHEET**

1. Subrecipient Name and Address: City of Sammamish 801 228th Ave SE Sammamish, WA 98075-9509		2. Grant Agreement Amount: \$35,371		3. Grant Agreement Number: E20-117							
4. Subrecipient Contact, phone/email: Andrew Stevens, 425-295-0549 astevens@sammamish.us		5. Grant Agreement Start Date: June 1, 2019		6. Grant Agreement End Date: August 31, 2020							
7. Department Contact, phone/email: Gary Stumph, 253-512-7483 gary.stumph@mil.wa.gov		8. Data Universal Numbering System (DUNS): 101064207		9. UBI # (state revenue): 601-958-637							
10. Funding Authority: Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS)											
11. Federal Funding Identification #: EMS-2019-EP-00003-S01		12. Federal Award Date: 08/05/2019		13. Assistance Listings # (formerly CFDA) & Title: 97.042 (19EMPG)							
14. Total Federal Amount #: \$7,409,645			15. Program Index # & OBJ/SUB-OBJ: 793PT NZ								
16. Service Districts: (BY LEGISLATIVE DISTRICT): 5, 41, 45 (BY CONGRESSIONAL DISTRICT): 8		17. Service Area by County(ies): King		18. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____							
19. Agreement Classification <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			20. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency								
21. Subrecipient Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO			22. Subrecipient Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER								
23. PURPOSE & DESCRIPTION: The purpose of the Fiscal Year (FY) 2019 Emergency Management Performance Grant (19EMPG) program is to provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal award funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards through sustainment and enhancement of those programs as described in the Work Plan. The Department is the Recipient and Pass-through Entity of the 19EMPG DHS Award Letter for Grant No. EMS-2019-EP-00003-S01, which is incorporated in and attached hereto as Exhibit F and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement and the associated matching funds.											
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Work Plan (Exhibit C); Timeline (Exhibit D); Budget (Exhibit E); 19EMPG Award Letter EMS-2019-EP-00003-S01 (Exhibit F); and all other documents expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.											
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">1. Applicable Federal and State Statutes and Regulations</td> <td style="width: 50%; border: none;">4. Special Terms and Conditions</td> </tr> <tr> <td style="border: none;">2. DHS/FEMA Award and program documents</td> <td style="border: none;">5. General Terms and Conditions, and,</td> </tr> <tr> <td style="border: none;">3. Work Plan, Timeline, and Budget</td> <td style="border: none;">6. Other provisions of the Agreement incorporated by reference</td> </tr> </table>						1. Applicable Federal and State Statutes and Regulations	4. Special Terms and Conditions	2. DHS/FEMA Award and program documents	5. General Terms and Conditions, and,	3. Work Plan, Timeline, and Budget	6. Other provisions of the Agreement incorporated by reference
1. Applicable Federal and State Statutes and Regulations	4. Special Terms and Conditions										
2. DHS/FEMA Award and program documents	5. General Terms and Conditions, and,										
3. Work Plan, Timeline, and Budget	6. Other provisions of the Agreement incorporated by reference										
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.											
FOR THE DEPARTMENT: _____ Signature Regan Anne Hesse, Chief Financial Officer Washington State Military Department			FOR THE SUBRECIPIENT: _____ Signature Rick Rudometkin, City Manager City of Sammamish								
BOILERPLATE APPROVED AS TO FORM: Brian E. Buchholz 6/27/2019 Sr. Assistant Attorney General			APPROVED AS TO FORM (if applicable): _____ Applicant's Legal Review Date								

Exhibit A

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	Andrew Stevens	Name	Gary Stumph
Title	Emergency Manager	Title	Program Coordinator
E-Mail	astevens@sammamish.us	E-Mail	gary.stumph@mil.wa.gov
Phone	425-295-0549	Phone	253-512-7483
Name	Rick Rudometkin	Name	Tirzah Kincheloe
Title	City Manager	Title	Program Manager
E-Mail	rrudometkin@sammamish.us	E-Mail	tirzah.kincheloe@mil.wa.gov
Phone	425-295-0550	Phone	253-512-7456
Name	Aaron Antin	Name	
Title	Director of Finance / Assistant City Manager	Title	
E-Mail	aantin@sammamish.us	E-Mail	
Phone	425-295-0590	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 19EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2019 Emergency Management Performance Grant (EMPG) document, the FEMA Preparedness Grants Manual document, the DHS Award Letter for Grant No. EMS-2019-EP-00003-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 Exhibit F.

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 19EMPG 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 19EMPG funds, including, but not limited to, those contained in 2 CFR 200.
 - ii. The Subrecipient shall require its subrecipient(s) 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 19EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2019 Emergency Management Performance Grant (EMPG) document, the DHS Award Letter for Grant No. EMS-2019-EP-00003-S01 in Exhibit F, and the federal regulations commonly applicable to DHS/FEMA grants.

- iii. The Subrecipient shall be responsible to the Department for ensuring that all 19EMPG federal award funds provided to its subrecipients, and associated matching funds, are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Exhibit F of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

- a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion 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 Key Personnel. 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 Key Personnel 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.qsa.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 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.
- 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. 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. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the

agreement and may increase required monitoring activities. Any request for a waiver or 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 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 Stakeholder Preparedness Review (SPR) as well as the State's Threat and Hazard Identification and Risk Assessment (THIRA), as needed.

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. Assistance Listings Number (formerly 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 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 \$250,000, 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.g. agendas, sign-in sheets, meeting minutes), 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 2019 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 19EMPG 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 non-federal origin. The Federal share applied toward the EMPG budget shall not exceed fifty percent of the total budget as submitted in the application and approved in Budget, Exhibit E. 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 (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 19EMPG program funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 19EMPG Award Letter and its incorporated documents for DHS Grant No. EMS-2019-EP-00003-S01, which are incorporated and made a part of this Agreement as Exhibit F.

Exhibit B

**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 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/SAM/>) 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 subcontracts, subgrants, 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 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.9 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.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 \$250,000, 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 the Assistance Listings Number (formerly 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)

The Subrecipient shall comply with and include the following audit requirements in any subawards.

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 nonprofit 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**

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 before this Agreement is executed and timely submit annual updates to the Department every year thereafter, and if the Subrecipient is claiming it is exempt from the audit requirements of 2 CFR Part 200 Subpart F include an explanation of the criteria for exemption.

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.

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 2019 Emergency Management Performance Grant

Emergency Management Organization City of Sammamish		
<p>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 19EMPG grant and local funds).</p>		
Program Area #1		
Disaster Cost Recovery		
WORK PLANNED	WHY THE WORK IS BEING DONE	RESULT OF THE WORK
1 Hire consultant/contractor to conduct disaster cost recovery training of finance department and emergency operations center personnel.	Currently, the finance personnel of the city of Sammamish are unfamiliar with the state and federal requirements associated with disaster cost recovery, and lack internal policies which support compliance with them. By providing training to staff they will have the capability and knowledge to design and implement policies which support effective disaster recovery.	The training and subsequent development of disaster cost recovery policies and programs within the city will increase the jurisdiction's ability to recovery from large emergencies and disasters while ensuring compliance with financial disaster assistance program requirements.
Program Area #2		
Affiliated Volunteer Program		
WORK PLANNED	WHY THE WORK IS BEING DONE	RESULT OF THE WORK
1 Fund the tools and programmatic resources that will contribute to building an Advanced Community Emergency Response Team (CERT) program for the City. This affiliated volunteer group will be a continuation of the Basic CERT program, and be designed to create a volunteers force trained in the response and recovery functions of traditional VOAD organizations. Planned work will include equipping volunteers, developing outreach, investing in volunteer and resource management tools, and programmatic oversight.	The City recognizes several gaps in the capabilities and resources needed during the response and recovery phases of disaster through city personnel alone. The city is looking to fill those gaps with an affiliated volunteer program. Communities of the Pacific Northwest understand that logistics will be a great concern following a regional disaster, which is why citizens are expected to be two weeks prepared versus the traditional 72 hours. This volunteer force will be developed to fill the gap in response and recovery that would traditionally be filled by disaster volunteer organizations during that timeframe when communities may be awaiting external assistance.	The result will be the development of a robust, internally run disaster volunteer program. Resources bought through EMPG will outfit these volunteers with the tools and supplies needed to successfully run and grow the program. These affiliated volunteers will serve in multiple capacities, fulfilling roles in response and recovery until support from VOAD organizations arrive.
Program Area #3		
EOC Communications		
WORK PLANNED	WHY THE WORK IS BEING DONE	RESULT OF THE WORK
1 Purchase portable emergency communications equipment to replace outdated radios in the City's emergency operations center	Outdated and overly complicated communications equipment currently available in the EOC presents vulnerabilities in the City's ability to maintain redundant and interoperable communications	The development of mobile communications stations capable of providing interoperable communications during times of disaster at both the primary and alternate EOC sites.
Program Area #4		
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 local hazard mitigation plan, revise several key CEMP Functional Annexes, training and exercise programs, hazard mitigation program, and public outreach.	The City of Sammamish has only had an emergency management program for 2.5 years, and while the program is developing considerably, much work is required to ensure the jurisdictions 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.

Exhibit D

TIMELINE

FY 2019 Emergency Management Performance Grant

DATE	TASK
June 1, 2019	Grant Agreement Start Date
January 31, 2020	Submit reimbursement request
April 30, 2020	Submit reimbursement request
August 31, 2020	Grant Agreement End Date
October 15, 2020	Submit final reimbursement request, final report, training requirement report, and/or other deliverables.

Exhibit E

BUDGET

FY 2019 Emergency Management Performance Grant

19EMPG AWARD \$ 35,371.00

SOLUTION AREA	BUDGET CATEGORY	EMPG AMOUNT	MATCH AMOUNT
PLANNING	Salaries & Benefits	\$ -	\$ -
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ -	\$ -
	Goods & Services	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ -	\$ -
ORGANIZATION	Salaries & Benefits	\$ -	\$ 35,371
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ -	\$ -
	Goods & Services	\$ 12,000	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ 12,000	\$ 35,371
EXERCISE	Salaries & Benefits	\$ -	\$ -
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ -	\$ -
	Goods & Services	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ -	\$ -
TRAINING	Salaries & Benefits	\$ -	\$ -
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ 12,000	\$ -
	Goods & Services	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ 12,000	\$ -
EQUIP	Equipment	\$ 11,371	\$ -
	Subtotal	\$ 11,371	\$ -
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>	
TOTAL Grant Agreement AMOUNT:		\$ 35,371	\$ 35,371

- The Subrecipient will provide a match of \$35,371 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# 793PT- EMPG

Exhibit F

**19EMPG Award Letter
EMS-2019-EP-00003-S01**

Award Letter

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



Tirzah Kincheloe
Washington Military Department
Building 20
Camp Murray, WA 98430 - 5122

Re: Grant No.EMS-2019-EP-00003

Dear Tirzah Kincheloe:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2019 Emergency Management Performance Grants has been approved in the amount of \$7,409,645.00. As a condition of this award, you are required to contribute a cost match in the amount of \$7,409,645.00 of non-Federal funds, or 50 percent of the total approved project costs of \$14,819,290.00.

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 2019 Emergency Management Performance Grants Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

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 us to make the necessary updates and avoid any interruptions in the payment process.



KIMBERLY ERIN PENFOLD Assistance Officer

Agreement Articles
Mon Oct 01 00:00:00 GMT 2018

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-2019-EP-00003-S01

TABLE OF CONTENTS

Article I	Assurances, Administrative Requirements, Cost Principles, Representation and Certifications
Article II	Acknowledgement of Federal Funding from DHS
Article III	DHS Specific Acknowledgements and Assurances
Article IV	Activities Conducted Abroad
Article V	Age Discrimination Act of 1975
Article VI	Americans with Disabilities Act of 1990
Article VII	Best Practices for Collection and Use of Personally Identifiable Information (PII)
Article VIII	Civil Rights Act of 1964 - Title VI
Article IX	Civil Rights Act of 1968
Article X	Copyright
Article XI	Debarment and Suspension
Article XII	Drug-Free Workplace Regulations
Article XIII	Duplication of Benefits

Article XIV	Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Article XV	Energy Policy and Conservation Act
Article XVI	False Claims Act and Program Fraud Civil Remedies
Article XVII	Federal Debt Status
Article XVIII	Federal Leadership on Reducing Text Messaging while Driving
Article XIX	Fly America Act of 1974
Article XX	Hotel and Motel Fire Safety Act of 1990
Article XXI	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article XXII	Lobbying Prohibitions
Article XXIII	National Environmental Policy Act
Article XXIV	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XXV	Non-Supplanting Requirement
Article XXVI	Notice of Funding Opportunity Requirements
Article XXVII	Patents and Intellectual Property Rights
Article XXVIII	Procurement of Recovered Materials
Article XXIX	Rehabilitation Act of 1973
Article XXX	Reporting of Matters Related to Recipient Integrity and Performance
Article XXXI	Reporting Subawards and Executive Compensation
Article XXXII	SAFECOM
Article XXXIII	Terrorist Financing
Article XXXIV	Trafficking Victims Protection Act of 2000
Article XXXV	Universal Identifier and System for Award Management
Article XXXVI	USA Patriot Act of 2001

Article XXXVII	Use of DHS Seal, Logo and Flags
Article XXXVIII	Whistleblower Protection Act
Article XXXIX	Environmental Planning and Historic Preservation
Article XL	Acceptance of Post Award Changes
Article XLI	Disposition of Equipment Acquired Under the Federal Award
Article XLII	Prior Approval for Modification of Approved Budget

Article I - Assurances, Administrative Requirements, Cost Principles, Representation and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) 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 (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article II - Acknowledgement of Federal Funding from DHS

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

Article III - 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. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

Article IV - 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 V - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at 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 VI - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), 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.

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

Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the 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 VIII - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 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 IX - Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, 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 U.S. 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. Part 100, Subpart D.)

Article X - 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 XI - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. 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 XII - 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 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. sections 8101-8106).

Article XIII - 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 XIV - 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*, Pub. L. No. 92-318 (1972) (codified as amended at 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 XV - Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVI - False Claims Act and Program Fraud Civil Remedies

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

Article XVII - Federal Debt Status

All 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 XVIII - 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 XIX - 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 XX - 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*, codified as amended at 15 U.S.C. section 2225.

Article XXI - 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 XXII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a 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 XXIII - National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) (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 XXIV - 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 XXV - 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 XXVI - 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. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXVII - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. section 200 *et seq.* 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 XXVIII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965) (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962. 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 XXIX - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), 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 XXX - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the recipients 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 XXXI - 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 XXXII - 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 XXXIII - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws 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 XXXIV - Trafficking Victims Protection Act of 2000

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000* (TVPA), codified as amended at 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 XXXV - Universal Identifier and System for Award Management

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, the full text of which is incorporated here by reference.

Article XXXVI - USA Patriot Act of 2001

Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XXXVII - 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 XXXVIII - 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. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XXXIX - Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and

Executive Orders. To access the FEMA's EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XL - 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 if you have any questions.

Article XLI - 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 XLII - 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. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (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	\$4,057,037.00
Fringe Benefits	\$1,489,217.00
Travel	\$19,383.00
Equipment	\$0.00
Supplies	\$15,597.00
Contractual	\$8,805,562.00
Construction	\$0.00
Indirect Charges	\$432,494.00
Other	\$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMS-2019-EP-00003-S01
 2. AMENDMENT NO. ***
 3. RECIPIENT NO. 916001095G
 4. TYPE OF ACTION AWARD
 5. CONTROL NO. FY2019R10EMPG

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. 2535127456
 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
 10/01/2018
 12. METHOD OF PAYMENT
 PARS
 13. ASSISTANCE ARRANGEMENT
 Cost Reimbursement
 14. PERFORMANCE PERIOD
 From: 10/01/2018 To: 09/30/2021
 Budget Period
 10/01/2018 09/30/2021

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXX-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	2019-FA-GA01-R107--4120-D	\$0.00	\$7,409,645.00	\$7,409,645.00	See Totals
			\$0.00	\$7,409,645.00	\$7,409,645.00	\$7,409,645.00

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
 Tue Aug 06 23:35:35 GMT 2019

18. FEMA SIGNATORY OFFICIAL (Name and Title)



DATE
 Mon Aug 05 17:05:05 GMT 2019

KIMBERLY ERIN PENFOLD, Assistance Officer

Washington Military Department Contract Number: E20-117

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME City of Sammamish		Doing business as (DBA)	
ADDRESS 801 228th Ave SE Sammamish WA 98075	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI) 601958637	Federal Employer Tax Identification #: 91-1980261
This certification is submitted as part of a request to contract.			

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

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

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

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

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

Bidder or Contractor Signature: 

Date: 10-18-2019

Print Name and Title: Aaron Antin Andrew Stevens

Washington Military Department Contract Number: E20-117

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

What is “Debarment, Suspension, Ineligibility, and Voluntary Exclusion”?

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

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

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

Why am I required to sign this certification?

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

What is Executive Order 12549?

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

What is the purpose of this certification?

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

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

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

What or who is a “lower tier participant”?

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

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

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

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

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

FFATA FORM

Subrecipient Agency: City of Sammamish				
Grant and Year: EMPG 2019			Agreement Number: E20-117	
Completed by:	Aaron Antin	Director of Finance	AcM	452-295-0590
	<i>Name</i>	<i>Title</i>		<i>Telephone</i>
Date Completed: 10-18-2019				
STEP 1				
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input checked="" type="checkbox"/>	GO to Step 2
STEP 2				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input checked="" type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
STEP 3				
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/>	GO to STEP 4	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
STEP 4				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/>	GO to STEP 5
STEP 5				
Executive #1	Name: _____			
	Total Compensation amount: \$ _____			
Executive #2	Name: _____			
	Total Compensation amount: \$ _____			
Executive #3	Name: _____			
	Total Compensation amount: \$ _____			
Executive #4	Name: _____			
	Total Compensation amount: \$ _____			
Executive #5	Name: _____			
	Total Compensation amount: \$ _____			
STEP 6				
If your organization does not meet these criteria, specifically identify below each criteria that is not met for your organization: For Example: "Our organization received less than \$25,000."				
City of Sammamish did not receive 80% or more of its annual gross revenues from federal funding.				

Signature:  Date: 10-18-2019

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

Additional Resources:
<http://www.whitehouse.gov/omb/open>
<http://www.hrsa.gov/grants/ffata.html>
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>
<http://www.grants.gov/>

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

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

ADDITIONAL PROVISIONS

- A. This contract (subaward) is supported by federal funds, requiring compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act) and Office of Management and Budget Guidance (OMB). Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note). By entering into this contract, contractor agrees to provide all applicable reporting information to the Washington Military Department (WMD) required by FFATA and OMB Guidance.
- B. The FFATA requires the OMB to establish a publicly available online database (USASpending.gov) containing information about entities that are awarded Federal grants, loans, and contracts. As required by FFATA and OMB Guidance, certain information on the first-tier subawards related to Federal contracts and grants, and the executive compensation of awardees, must be made publicly available.
- C. For new Federal grants beginning October 1, 2010, if the initial subaward is equal to or greater than \$25,000, reporting of the subaward and executive compensation information is required. If the initial subaward is below \$25,000 but subsequent grant modifications result in a total subaward equal to or over \$25,000, the subaward will be subject to the reporting requirements as of the date the subaward exceeds \$25,000. If the initial subaward equals or exceeds \$25,000 but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the subaward continues to be subject to the reporting requirements of the Transparency Act and OMB Guidance.
- D. As a Federal grant subawardee under this contract, your organization is required by FFATA, OMB Guidance and this contract to provide the WMD, as the prime grant awardee, all information required for FFATA compliant reporting by WMD. This includes all applicable subawardee entity information required by FFATA and OMB Guidance, subawardee DUNS number, and relevant executive compensation data, as applicable.
 1. Data about your organization will be provided to USASpending.gov by the WMD. System for Award Management (SAM) is a government wide registration system for organizations that do business with the Federal Government. SAM stores information about awardees including financial account information for payment purposes and a link to D&B for maintaining current DUNS information, www.sam.gov. WMD requires SAM registration and annual renewal by your organization to minimize unnecessary data entry

and re-entry required by both WMD and your organization. It will also reduce the potential of inconsistent or inaccurate data entry.

2. Your organization must have a Data Universal Numbering System (DUNS) number obtained from the firm Dun and Bradstreet (D&B) (www.dnb.com). A DUNS number provides a method to verify data about your organization. D&B is responsible for maintaining unique identifiers and organizational linkages on behalf of the Federal Government for organizations receiving Federal assistance.
- E. The WMD, as the prime awardee, is required by FFATA to report names and total compensation of the five (5) most highly compensated officers of your organization (as the subawardee) if:
1. Your organization (the subawardee), in the preceding fiscal year, received 80 percent or more of its annual gross revenues from Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards; and
 2. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

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

- F. If (1) in the preceding fiscal year your organization received 80 percent or more of its annual gross revenues from Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards, and (2) the public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986, insert the names and total compensation for the five most highly compensated officers of your organization as identified in Step 5 of the FFATA Form.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
City of Sammamish

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ **Government**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
801 228th Ave SE

6 City, state, and ZIP code
Sammamish WA 98075

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
9	1	-	1	9	8	0	2	6	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ **10/21/19**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (TIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

Privacy Act Notice

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

SIGNATURE AUTHORIZATION FORM

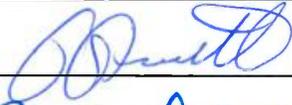
WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION City of Sammamish	DATE SUBMITTED 10-18-2019
PROJECT DESCRIPTION 2019 EMPG	CONTRACT NUMBER E20-117

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Rick Rudometkin	City Manager
	Charles L. Chip Corder	Deputy City Manager

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Rick Rudometkin	City Manager
	Charles L. Chip Corder	Deputy City Manager
	Aaron Antin	As Acting (CM) Director of Finance & Assistant City Manager

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Rick Rudometkin	City Manager
	Charles L. Corder Aaron Antin	Deputy City Manager Director of Finance & Assistant City Manager

INSTRUCTIONS FOR SIGNATURE AUTHORIZATION FORM

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

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

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

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

2 CFR Part 200 Subpart F Audit Certification Form
Audits of States, Local Governments, Indian Tribes, and Non-Profit Organizations

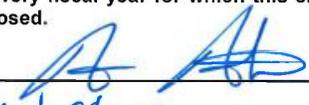
Contact Information	
Subrecipient Name (Agency, Local Government, or Organization): City of Sammamish	
Authorized Chief Financial Officer (central accounting office): Aaron Antin	
Address: 801 228th Ave SE. Sammamish WA 98075	
Email: aantin@sammamish.us	Phone #: 425-295-0590

Purpose: As a pass-through entity of federal grant funds, the Washington Military Department/Emergency Management Division (Department) is required by 2 CFR Part 200 Subpart F to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and verify that subrecipients expending \$750,000 or more in federal awards during their fiscal year have met the 2 CFR Part 200 Subpart F Audit Requirements. Your entity is a subrecipient subject to such monitoring by MIL/EMD because it is a non-federal entity that expends federal grant funds received from the Department as a pass-through entity to carry out a federal program. 2 CFR Part 200 Subpart F should be consulted when completing this form.

Directions: As required by 2 CFR Part 200 Subpart F, non-federal entities that expend \$750,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity *is not* subject to these requirements, you must complete Section A of this Form. If your entity *is* subject to these requirements, you must complete Section B of this form. When completed, you must sign, date, and return this form with your grant agreement and every fiscal year thereafter until the grant agreement is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

<p>SECTION A: Entities NOT subject to the audit requirements of 2 CFR Part 200 Subpart F</p> <p>Our entity is not subject to the requirements of 2 CFR Part 200 Subpart F because (check all that apply):</p> <p><input checked="" type="checkbox"/> We did not expend \$750,000 or more of <i>total</i> federal awards during the fiscal year <i>2018</i></p> <p><input type="checkbox"/> We are a for-profit agency.</p> <p><input type="checkbox"/> We are exempt for other reasons (describe):</p> <p>However, by signing below, I agree that we are still subject to the audit requirements, laws and regulations governing the program(s) in which we participate, that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees, and that WMD/EMD may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds <i>and this is the direct responsibility of the emergency management dept for the EMFG grant</i></p> <p>SECTION B: Entities that ARE subject to the audit requirements of 2 CFR Part 200 Subpart F (Complete the information below and check the appropriate box)</p> <p><input type="checkbox"/> We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] _____ for Fiscal Year ending [enter date] _____. There were no findings related to federal awards from WMD/EMD. No follow-up action is required by WMD/EMD as the pass-through entity. A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to contracts.office@mil.wa.gov or provide the state auditor report number: _____</p> <p><input type="checkbox"/> We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] _____ for Fiscal Year ending [enter date] _____. There were findings related to federal awards. A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to contracts.office@mil.wa.gov or provide the state auditor report number: _____</p> <p><input type="checkbox"/> Our completed 2 CFR Part 200 Subpart F Audit will be available on _____ [enter date] for Fiscal Year ending _____ [enter date]. We will provide electronic copy of the audit report to contracts.office@mil.wa.gov at that time or provide the state auditor report number: _____</p>
--

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

Signature of Authorized Chief Financial Officer:  Date: 10/21/19

Print Name & Title: Aaron Antin - Director of Finance / Assistant City Manager

Agenda Bill

City Council Regular Meeting
April 07, 2020



SUBJECT:	Contract: 2020 Right-of-Way Slope Mowing with Plantscapes Inc.	
DATE SUBMITTED:	March 25, 2020	
DEPARTMENT:	Public Works	
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	Authorize the Interim City Manager to execute a one year contract with Plantscapes Inc., for Right-of-Way Slope Mowing in an amount not to exceed \$219,634.80 and authorize a \$10,000 management reserve.	
EXHIBITS:	1. Exhibit 1 - Contract 2. Exhibit 2 - ROW Slope Mowing Bid Tab	
BUDGET:		
Total dollar amount	229,634.80	<input checked="" type="checkbox"/> Approved in budget
Fund(s)	Street Fund - Maintenance - Professional Services (101-000- 542-30-41-00)	<input type="checkbox"/> Budget reallocation required <input type="checkbox"/> No budgetary impact
WORK PLAN FOCUS AREAS:		
<input type="checkbox"/> Transportation	<input checked="" 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 Council authorize the Interim City Manager to execute a one year contract with Plantscapes Inc., for Right-of-Way Slope Mowing in an amount not to exceed \$219,634.80 - (Exhibit 1) and authorize a \$10,000 management reserve.

KEY FACTS AND INFORMATION SUMMARY:

The City requested proposals for right-of-way (ROW) slope mowing services from qualified contractors in March. Bids were opened on April 3, 2020 and the packet material has been updated to reflect the additional information. The City routinely contracts for this work every three to four years. By

approving this contract on April 7th, Public Works will be able to get a head start on mowing since we do not currently have a contractor on board.

Summary

The Public Works Department desires to execute a contract with Plantscapes Inc. for ROW Slope Mowing Services. The City routinely contracts this service out.

Background

The City requested proposals for ROW slope mowing in March 2020. One of six companies responded. Plantscapes Inc. was selected as the lowest responsive and responsible bidder. This contract is for a one-year period with an option to extend for an additional three (3) one-year renewals upon satisfactory performance.

FINANCIAL IMPACT:

This contract is not to exceed \$219,634.80 (Exhibit 1) for the one-year period with an option to extend up to a maximum of three (3) additional years. Staff is additionally requesting a \$10,000 management reserve for any unanticipated work during this one-year period, and for each subsequent one-year extension, if granted. Use of the management reserves must be approved in writing by the City Manager or his/her designee prior to commencing any work. There is no guarantee that the full amount will be needed or expended. Therefore, the total authorization request is \$229,634.80.

Streets Professional Services: ROW Landscape	101-000-542-30-41-01	\$219,634.80
Management Reserve (annual)	101-000-542-30-41-01	\$10,000.00
		\$229,634.80

OTHER ALTERNATIVES CONSIDERED:

If the City chooses not to authorize the Interim City Manager to approve this contract, the City would need to adjust maintenance staffing, equipment and resource priorities in order to meet the maintenance requirements. At this time, the City does not have enough staff to complete the maintenance required.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

[Comprehensive Plan Environment and Conservation](#)



801 228th Avenue SE • Sammamish, WA 98075
 Phone: 425-295-0500 • Fax: 425-295-0600
 www.sammamish.us

CONTRACT NUMBER

**Small Public Works
 PURCHASED SERVICE/MAINTENANCE CONTRACT**

	YES	NO		
Prevailing Wage Required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	On-Call Contract	<input type="checkbox"/> <input type="checkbox"/>
Unit Priced Contract	<input type="checkbox"/>	<input checked="" type="checkbox"/>		

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City") and

Contractor Name: **Plantscapes, Inc.** (the "Contractor")

Project Name: Right of Way Slope Mowing

Commencing: April 9, 2020

Terminating: April 9, 2021

Amount Not to exceed: \$219,634.80 (includes WA State sales tax, if applicable)

Management Reserve – General: \$10,000.00

Reserve Funds for additional work, if needed, **must** be approved in writing by the City prior to commencing any work.

RECITALS

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, pursuant to the invitation of the City, extended through the MRSC Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

WHEREAS, The City desires to have the Contractor perform such services pursuant to certain terms and conditions

NOW THEREFORE, in consideration of the terms and conditions contained in this Contract, the parties covenant and agree as follows:

1. Scope of Work to be Accomplished. The Contractor shall perform the services described in Exhibit "A" of this contract ("Work"). The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, unless otherwise specified in the attached plans, specifications, or Scope of Work. Contractor shall perform all services diligently and completely and in accordance with professional standards of conduct and performance and shall comply with all federal, state and local laws and regulations applicable to the performance of such services.

2. Contract Documents. The Contract consists of the following documents, which are all incorporated by reference.

- a) This Agreement and all Exhibits attached thereto;
- b) The request for Proposal, Invitation to Bid, or other City-issued request for project submittals
- c) The submitted project quote, bid or proposal
- d) Scope of Work
- e) Maps and plans
- f) Special provisions, if any
- g) All documents required under this Agreement, including but not limited to:
 - Documentation evidencing insurance,

Purchased Service/Maintenance Contract

Revised 6/1/2019

CONTRACT NUMBER

- Copy of Contractor’s state contractor license and UBI number
- Copy of Contractor’s business license
- Employment Security Dept #, if applicable
- State Excise Tax Registration, if applicable
- Industrial Insurance coverage, if applicable
- Proof of required Prevailing Wage/Public Works Training (per RCW 39.04.350 effective 7/1/2019 or proof of exemption, if applicable).

The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

3. Payment. The City shall pay the Contractor for the Work rendered according with the following procedures and subject to the following requirements.

3.1 The Contractor shall submit invoices for the work performed to The City of Sammamish Accounts Payable Department. The City agrees to pay the Contractor for the **actual** work completed to the satisfaction of the City and in conformance with this Contract. There is no guarantee that the full contract amount will be expended. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of each such payment.

3.2 If Prevailing Wages are required, the invoice must bear the following signed statement:

“I certify that wages paid under this contract are equal or greater than the applicable wage rates set forth in the Washington State Prevailing Wage rates for Public Works Contracts issued by the State of Washington Department of Labor & Industries.”

3.3 The Contractor shall complete and return the attached **Form W-9**, “Request for Taxpayer Identification Number” prior to or along with the first invoice submittal. In order for you to receive payment from the City of Sammamish, they must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

3.4 If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. No payments shall be made for any work performed by the Contractor except for the work identified and set forth in this Contract.

4. Warranties/Guaranty.

4.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its subcontractors and suppliers. The warranty period shall be for the longer period of: one year from the date of the City’s final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

4.2. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

- a) Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
- b) Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
- c) Enforce all warranties for the benefit of the City; and,
- d) Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

CONTRACT NUMBER

4.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

4.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

5. Change Orders. Changes to the Scope of Work to be performed, or the amount of the Contract sum, or in the time for completion of the Work, shall be accomplished only by a written amendment, signed by the Contractor and the City, in advance of the proposed change. Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the executed amendment.

6. Insurance. The Contractor shall procure and maintain insurance as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after physical completion date, unless otherwise indicated herein. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

6.1 **No Limitation.** Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

6.2 **Minimum Scope of Insurance.** Contractors required insurance shall be of the types and coverage as stated below:

6.2.1 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

6.2.2 Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-complete operations, stop gap liability, personal injury and advertising injury, liability assumed under an insured contract, blanket contractual, products/completed operations; broad form property damage, explosion, collapse and underground (XCU) if applicable, and employer's liability. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form [CG 25 03 05 09](#) or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO [Additional Insured endorsement CG 20 10 10 01](#) and Additional Insured-Completed Operations endorsement [CG 20 37 10 01](#) or substitute endorsements providing at least as broad coverage.

6.2.3 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

6.2.4 Professional Liability insurance appropriate to the Contractor's profession (if applicable)

6.3 **Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:**

6.3.1 Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage;

6.3.2 Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage.

6.3.3 Worker's Compensation insurance at the limits established by the State of Washington.

6.3.4 Professional Liability insurance (if any) shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

CONTRACT NUMBER

6.4 Public Entity Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

6.5 Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

6.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

6.7 Verification of Coverage. Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in the contract and evidence of all subcontractors' coverage.

6.8 Subcontractors' Insurance. The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractors' Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

6.9 Notice of Cancellation. The Contractor shall provide the Public Entity and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

6.10 Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.

7. Prevailing Wage

7.1 The work under the Contract may be subject to the prevailing wage requirements of [Chapter 39.12 RCW](#), as amended or supplemented. If this Contract is subject to prevailing wage requirements, the Contractor agrees that all laborers, workers or mechanics employed by it or by any subcontractor in the Work of this Contract will be paid not less than the prevailing rate of wage for an hour's work in accordance with the provisions of [Chapter 39.12 RCW](#) and all such rules and regulations as may be promulgated thereto by the Washington Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

7.2 In case any dispute arises as to what the prevailing rate of wage for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the Director of the Department of Labor and Industries of the State of Washington for arbitration and the director's decision therein shall be final and conclusive and binding on all parties involved in the dispute.

CONTRACT NUMBER

7.3 Contractor shall file an [Intent to Pay Prevailing Wage form](#). Contractor shall submit the Intent forms, approved by L&I to the City with payment request. No payment will be issued to the Contractor until the City receives approved forms. If any work is subcontracted on this project, an approved Intent form must be submitted for each sub-contractor.

7.4 If progress payments are made on this project, an approved Intent form must be received prior to issuing the first payment. An approved Affidavit form must be received prior to issuing the final payment.

7.5 Contractor shall be responsible for all costs associated with filing the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid with the Department of Labor and Industries.

8. Assignment/Delegation. The Contractor shall not assign this contract nor delegate any duties hereunder without prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion for any cause whatsoever.

9. Applicable Law; Venue. This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the City of Sammamish Municipal Code and regulations and ordinances of the City of Sammamish. This Contract shall be deemed to have been executed and delivered within the State of Washington and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of King County, Washington.

10. Business License. The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>."

11. Termination.

11.1 The City reserves the right to terminate or suspend this Contract at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Contractor pursuant to this Contract shall be submitted to the City within 10 days of termination or suspension.

11.2 In the event this Contract is terminated or suspended, the Contractor shall be entitled to payment for all services satisfactorily performed prior to the date of termination and reimbursable expenses incurred to the date of termination.

11.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

11.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

12. Duration. This contract may be renewed at the City's option for up to three (3) additional 1 year renewals. In the event the City desires to invoke this option, the parties shall execute an amendment to this Agreement reflecting the new duration and new compensation, which will be adjusted annually based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.

13. Indemnification/Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

13.1 Should a court of competent jurisdiction determine that this Agreement is subject to [RCW 4.24.115](#), then, in the event of liability for damages arising out of bodily injury to persons or damages to property

caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

CONTRACT NUMBER

13.2 It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, [Title 51 RCW](#), solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

14. Independent Contractor. For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee or agent of the City for any purpose.

15. Non-Discrimination: Discrimination by Contractor in all phases of employment and contracting is prohibited by federal and State laws rules and regulations. The Contractor shall not discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age or the presence of any sensory, mental or physical handicaps in employment or application for employment or in the administration or delivery of services or any other benefits under the contract except to the extent permitted by bona fide occupation qualifications.

16. Non-Endorsement: As a result of the selection of a Contractor to supply services to the City, the Contractor agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the prior express written consent of the City.

17. Non-Collusion: By signature below, the Contractor acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Contract.

18. Wages and Other Costs. The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

19. Waiver. Waiver by the City of any breach of any term or condition of this Contract shall not be construed as a waiver of any other breach.

20. Attorney's Fees. In the event any action is brought by either party to enforce the terms of this Contract or for breach of this contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorney fees and expert witness fees, costs and disbursements incurred by such party.

21. Entire Contract/Binding Effect. This Contract constitutes the entire agreement between the parties hereto.

22. Modification. No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

23. Severability. If any provision of this Contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

24. Records Keeping & Reporting.

24.1 The Contractor at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Contractor under this Agreement and any information relating to personal, medical and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, [Chapter 42.56, RCW](#)

24.2 The Contractor shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Contractor's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Contractor's activities which relate, directly or indirectly, to the Agreement.

CONTRACT NUMBER

24.3 On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.

24.4 Contractor will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City has part of this contracted project.

24.5 Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. Contractor shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this agreement.

24.6 The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the city.

25. **PERFORMANCE DURING COVID19.** The Contractor shall comply with the United States Department of Labor Occupational Safety and Health Administration’s (OSHA) requirements regarding COVID19 prevention, protection, and containment; these requirements can be found at the following link to OSHA’s website: <https://www.osha.gov/Publications/OSHA-FS-3747.pdf>

26. **Notices.** Any notice required by this Contract may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given three (3) days after the date of the postmark. Notices shall be delivered or mailed to the following:

Notices to the City of Sammamish shall be sent to the following address:

City of Sammamish
 801 228th Avenue SE
 Sammamish, WA 98075
 Phone number: (425) 295-0500

Project Manager: Dan Johnson

Email: djohnson@sammamish.us

Notices to the Contractor shall be sent to the following address:

Company Name: Plantscapes, Inc.
 Contact Name: Terry Posner
 Street Address: 1127 Poplar Place South
 Seattle, WA 98144
 Phone Number: 206-229-9722
 Email: tposner@plantscapes.com

By signing below, you agree to all the terms and conditions herein.		CONTRACT NUMBER
CITY OF SAMMAMISH, WASHINGTON		
By (Print Name):	Date:	
Signature	Title:	
CONTRACTOR: Company Name: <u>Plantscapes, INC</u>		
By (Print Name): <u>Terry L Posner</u>	Date: <u>4/6/20</u>	
Signature <u>Terry L Posner</u>	Title: <u>Pres.</u>	
CONTRACT ADMINISTRATOR:		
By (Print Name): <u>Marlene Dunham</u>	Date:	
Signature	Title: <u>Contract Administrator</u>	
APPROVED AS TO FORM: (IF NEEDED)		
By (Print Name):	Date:	
Signature:	Title: <u>City Attorney</u>	
Purchased Service/Maintenance Contract		Revised 6/1/2019



801 228th Avenue SE • Sammamish, WA 98075
 Phone: 425-295-0500 • Fax: 425-295-0600
 www.sammamish.us

CONTRACT NUMBER

EXHIBIT A
Scope of Work

3.06 Scope of Services

STATEMENT: As of the date of this contract the City of Sammamish is not a pesticide free City. Due to the likelihood of the City adopting a pesticide-free policy in the future, the use of pesticides shall **Not Be Allowed** in the servicing of this contract, including but not limited to vegetation control under and around guardrails and signposts.

Slope mowing locations shall be completed in accordance with Section 5 and as described below:

- A. Maintenance Task I: Slope Mowing
 - 1. All slope mowing will be conducted in **un-improved areas of the ROW** from edge of pavement to back of ROW, including shoulder, ditch and back slope unless otherwise noted. The mow height for all slope mowing zones is minimum of 4 inches.
 - 2. All Rough Mowing and Slope Mowing debris accumulated on hard surfaces (roadway, sidewalks, and paths) are to be blown or swept from work sites no later than 3:30pm each day.

- B. Maintenance Task II: Remove Litter and Garbage
 - 1. The Contractor shall remove all litter for slope mowing zones while slope mowing. The Contractor shall remove litter from the site for disposal.

- C. Responsibilities
 - 1. The Contractor shall furnish all labor, tools, specialized equipment, material, supplies, supervision and transportation to perform Slope Mowing services as specifically outlined in this section.
 - 2. The Contractor’s employees shall always conduct themselves on site in a professional manner. Employees shall be courteous, neat in appearance and wear visible Contractor identification.
 - 3. Each of the Contractor’s employees must have visible identification identifying the Contractor.
 - 4. Smoking shall not be permitted in any City Building or on City grounds.
 - 5. Incidents, altercations or accidents involving facility visitors, Contractor’s employees or City employees shall be reported to the Contract Administrator within 24 hours. The Contract

CONTRACT NUMBER

Administrator, at their discretion, may require a written report from the Contractor describing the incident or accident.

6. The Contractor shall report any damage or potential hazard involving City property immediately to the Contract Administrator during normal business hours, 7:30 am – 3:30 pm. An afterhours City contact list will be provided (upon award of contract). Emergencies that occur after office hours shall be reported to the Police/Fire Communications Center, (call 911).
7. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect members of the public from injury. This includes hazardous spills of any kind. At all times Contractor vehicles shall carry a spill kit approved by the Contract Administrator while working on City property or within the City’s right of way. It is the Contractor’s responsibility to provide close supervision of landscape maintenance operations and management of the work sites.

D. Performance

1. The Contract Administrator or appointed representative shall inspect work performed by the Contractor on a regular basis. In the event of work performance deficiencies, the Contract Administrator shall notify the Contractor. Notification may be verbal or written. The City may choose to:
 - a. Require the Contractor to rectify the deficiency within 24 hours and/or,
 - b. Collect liquidated damages as specified in the Contract.
2. The Contractor shall replace, at the Contractor’s own expense, any lawn, groundcover, trees, shrubs, or other in-kind plant materials due to negligence. Specifically, when Maintained by Owner signs are ignored or not noticed by the Contractor or their employees. Plant materials supplied by the Contractor shall be approved by the Contract Administrator in writing, be of first quality condition and shall be guaranteed by the Contractor for one year.

E. Invoicing/Scheduling

1. The Contractor shall include with their monthly invoicing a written report of all work performed per zone for that months billing cycle. This list must include all areas maintained and a description of all work performed. The Contractor will be paid for fully completed work per zone per month.
2. The Contractor shall establish a weekly work schedule. The maintenance shall be scheduled on day(s) and time(s) as mutually agreed upon by the City and the Contractor. To the extent possible, work shall be performed on the same day each week. In no case shall work be performed more than forty-eight (48) hours after the regularly scheduled day without notification and consent of the Contract Administrator. Equipment intensive work such as mowing and blowing shall not commence before 7:00 am on weekdays and 9:00 am on Saturday (no work to be done on Sunday) and be completed before 3:30 pm.

F. Temporary Traffic Control/Safety

1. All traffic control including but not limited to provision of certified flaggers, cones, and warning signs is the responsibility of the Contractor.

CONTRACT NUMBER

2. Please see the Appendix A - City of Sammamish Lane Closure Restriction Map for a list of roads that have reduced working hours. Absolutely no lane closures are allowed before or after the stated times, except in an emergency response approved by the Project Manager.
3. A traffic control plan shall be submitted to the City for approval a minimum two (2) working days in advance of work and in accordance to the most currently adopted Manual of Uniform Traffic Control Devices (MUTCD) and Washington State Department of Transportation (WSDOT) Standard Plans.
4. Employees working on or near a street shall comply with City of Sammamish and Washington State Industrial regulations pertaining to safety equipment, warning signs and traffic control. All employees involved with flagging or placing traffic-directing devices in the roadway shall possess a valid Washington State Flagging Card. Employees working on or near a street must wear an approved type II safety vest. Employees performing any overhead maintenance must wear an approved safety helmet. Failure to comply with proper safety procedures may result in termination of the contract.

G. Waste/Materials Disposal

1. The Contractor shall select their own sites for disposal of debris and unsuitable materials collected under the conditions of the contract. In no case shall debris and unsuitable materials be disposed upon City property or any property contiguous thereto. It shall be the responsibility of the Contractor to pay all fees and costs incurred in the disposal of waste material.
2. The Contractor is solely responsible for any and all damages, fines or penalties for improper disposal of waste material, and for any other actions which they perform. The Contractor holds the City faultless and free from liability for any and all damages and costs incurred as a result of the Contractor's actions.
3. Windfall branches (3 in in diameter and smaller) and debris encountered during slope mowing shall be removed and disposed of by the Contractor.

CONTRACT NUMBER

Section 5: Scope & Maintenance Schedule

Location: Zone 1				
SE 48 th Street: Issaquah Pine Lake Road SE to 229 th Pl SE				
Task #	Specification Notes	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once a month April thru October	7	\$	\$
II	Other Services: Litter pickup & disposal when Mowing	7	\$	\$
Total Annual Cost – Transfer to Bid Submittal Sheet				\$

Location: Zone 2				
Issaquah Pine Lake Road SE: SE 48 th Street to SE 42 nd Street				
Task #	Specification Notes	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once per Month April thru Oct	7	\$	\$
II	Other Services: Litter pickup & disposal when Mowing	7	\$	\$
Total Annual Cost – Transfer to Bid Submittal Sheet				\$

Location: Zone 3				
SE 42 nd Street: Issaquah Pine Lake Road SE to 230 th Way SE				
Task #	Specification Notes	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once a month April thru October	7	\$	\$
II	Other Services: Litter pickup & disposal when Mowing	7	\$	\$
Total Annual Cost – Transfer to Bid Submittal Sheet				\$

CONTRACT NUMBER

Location: Zone 4				
228th Avenue SE: South City limits to house #3417				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once per Month April thru Oct	7	\$	\$
II	Other Services: Litter pickup & disposal when Mowing	7	\$	\$
Total Annual Cost – Transfer to Bid Submittal Sheet				\$

Location: Zone 5				
SE 40th Street: 228th Ave SE to SE 35th Place – this is the main road through Sammamish Highlands				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once per Month April thru Oct	7	\$	\$
II	Other Services: Litter pickup & disposal when Mowing	7	\$	\$
Total Annual Cost – Transfer to Bid Submittal Sheet				\$

Location: Zone 6				
SE Issaquah Fall City Rd: Klahanie Drive SE to SE Issaquah Beaver Lake Road				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once a month April thru October	7	\$	\$
II	Other Services: Litter pickup & disposal when Mowing	7	\$	\$
Total Annual Cost – Transfer to Bid Submittal Sheet				\$

CONTRACT NUMBER

Location: Zone 7				
Duthie Hill Road SE: SE Issaquah Beaver Lake Rd to City Limits				
Task #	Specification Notes	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing –Once per month April thru Oct	7	\$	\$
II	Other Services: Litter pickup & disposal when Slope Mowing	7	\$	\$
Total Annual Cost – Transfer to Bid Submittal Sheet				\$

Location: Zone 8				
SE 32nd Way/St: SE Issaquah Beaver Lake Road – 235th Place SE to SE Duthie Hill Road				
Task #	Specification Notes	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once per Month April thru October	7	\$	\$
II	Other Services: Litter pickup & disposal when Mowing	7	\$	\$
Total Annual Cost – Transfer to Bid Submittal Sheet				\$

Location: Zone 9				
East Beaver Lake Dr SE Extension: SE 28th Street to SE Issaquah Beaver Lake Rd, including the grass area around the cell tower on the Northeast corner of the intersection.				
Task #	Specification Notes	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once per Month April thru October	7	\$	\$
II	Other Services: Litter pickup & disposal when Mowing	7	\$	\$
Total Annual Cost – Transfer to Bid Submittal Sheet				\$

CONTRACT NUMBER

Location: Zone 10				
244th Ave SE: SE 24th St to SE 32nd St (west side of road)				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once per Month April thru Oct	7	\$	\$
II	Other Services: Litter pickup & disposal when Mowing	7	\$	\$
Total Annual Cost – Transfer to Bid Submittal Sheet				\$

Location: Zone 11				
West/East Beaver Lake Drive: SE 24th Street to East Beaver Lake Way SE				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once a month April thru October	7	\$	\$
II	Other Services: Litter pickup & disposal when Mowing	7	\$	\$
Total Annual Cost – Transfer to Bid Submittal Sheet				\$

Location: Zone 12				
248th Avenue SE: SE 14th Street to SE 24th Street				
Task #	<u>Specification Notes</u>	Estimated Frequency Annual	Cost per Frequency	Annual Cost
I	Slope Mowing – Once per Month April thru October	7	\$	\$
II	Other Services: Litter pickup & disposal when Mowing	7	\$	\$
Total Annual Cost – Transfer to Bid Submittal Sheet				\$

Location: Zone 13

CONTRACT NUMBER

SE 24th Street: Audubon Park Drive SE to 248th Ave SE				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once per Month April thru Oct	7	\$	\$
II	Other Services: Litter pickup & disposal when Mowing	7	\$	\$
Total Annual Cost – Transfer to Bid Submittal Sheet				\$

Location: Zone 14				
236th Ave SE: SE 24th Street to SE 16th Place				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once per Month April thru Oct	7	\$	\$
II	Other Services: Litter pickup & disposal when Mowing	7	\$	\$
Total Annual Cost – Transfer to Bid Submittal Sheet				\$

Location: Zone 15				
222nd Ave SE: SE 20th to house #22018 SE 21st Place				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once per Month April thru October	7	\$	\$
II	Other Services: Litter pickup & disposal when Slope Mowing	7	\$	\$
Total Annual Cost – Transfer to Bid Submittal Sheet				\$

Location: Zone 16

CONTRACT NUMBER

212th Way SE: 212th Ave NE/SE Louis Thompson Road from East Lake Sammamish Pkwy SE to East Lake Sammamish Pkwy SE

Task #	Specification Notes	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once per Month April thru October	7	\$	\$
II	Other Services: Litter pickup & disposal when Mowing	7	\$	\$
Total Annual Cost – Transfer to Bid Submittal Sheet				\$

Location: Zone 17

SE 24th Street “West”: House # 21312 SE 24th St to East Lake Sammamish Pkwy SE

Task #	Specification Notes	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Including both sides of the gravel path on the South side of the road from 212 th Ave SE to 200 th Ave SE Slope Mowing – Once per Month April thru October	7	\$	\$
II	Other Services: Litter pickup & disposal when Mowing	7	\$	\$
Total Annual Cost – Transfer to Bid Submittal Sheet				\$

Location: Zone 18

East Lake Sammamish Parkway NE/SE: 187th Ave NE to Southern City Limit approx. 140 feet East of Peregrine Point Way SE

Task #	Specification Notes	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing –Once per month April thru October	7	\$	\$
II	Other Services: Litter pickup & disposal when Slope Mowing	7	\$	\$
Total Annual Cost – Transfer to Bid Submittal Sheet				\$

Location: Zone 19

East Lake Sammamish Place SE: North side of intersection of SE 16th Street extending east 50 feet ending across from SE 25th Street

Task #	Specification Notes	Estimated Annual Frequency	Cost per Frequency	Annual Cost

CONTRACT NUMBER

		Frequency		
I	Slope Mowing – Once per Month April thru October	7	\$	\$
II	Other Services: Litter pickup & disposal when Mowing	7	\$	\$
Total Annual Cost – Transfer to Bid Submittal Sheet				\$

Location: Zone 20

SE 8th Street: 218th Ave SE to 212th Ave SE

Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once per Month April thru October	7	\$	\$
II	Other Services: Litter pickup & disposal when Slope Mowing	7	\$	\$
Total Annual Cost – Transfer to Bid Submittal Sheet				\$

Location: Zone 21

222nd Pl SE: SE 4th Street to bottom of cul-de-sac

Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once per Month April thru October	7	\$	\$
II	Other Services: Litter pickup & disposal when Mowing	7	\$	\$
Total Annual Cost – Transfer to Bid Submittal Sheet				\$

CONTRACT NUMBER

Location: Zone 22				
East Main Drive: 244th Ave NE/SE to Soaring Eagle Park				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once per Month April thru October	7	\$	\$
II	Other Services: Litter pickup & disposal when Mowing	7	\$	\$
Total Annual Cost – Transfer to Bid Submittal Sheet				\$

Location: Zone 23				
NE 8th Street: 235th Avenue NE to 244th Avenue NE (south side of road)				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once per Month April thru Oct	7	\$	\$
II	Other Services: Litter pickup & disposal when Mowing	7	\$	\$
Total Annual Cost – Transfer to Bid Submittal Sheet				\$

Location: Zone 24				
NE Inglewood Hill Rd: North side of road from 222nd PI NE stopping before house # 21410				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once per Month April thru October	7	\$	\$
II	Other Services: Litter pickup & disposal when Mowing	7	\$	\$
Total Annual Cost – Transfer to Bid Submittal Sheet				\$

CONTRACT NUMBER

Location: Zone 25				
208th Ave NE: East side of road from house # 1324 to the corner of NE 15th St				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once per Month April thru Oct	7	\$	\$
II	Other Services: Litter pickup & disposal when Mowing	7	\$	\$
Total Annual Cost – Transfer to Bid Submittal Sheet				\$

Location: Zone 26				
244th Ave NE: NE 8th to Northern City limits				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once per Month April thru Oct	7	\$	\$
II	Other Services: Litter pickup & disposal when Mowing	7	\$	\$
Total Annual Cost – Transfer to Bid Submittal Sheet				\$

Location: Zone 27				
Sahalee Way NE: NE 25th Way to northern City limits				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once per Month April thru Oct	7	\$	\$
II	Other Services: Litter pickup & disposal when Mowing	7	\$	\$
Total Annual Cost – Transfer to Bid Submittal Sheet				\$

CONTRACT NUMBER

Location: Zone 28

192nd PI NE: 192nd Drive NE to 196th Ave NE

Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once per Month April thru Oct	7	\$	\$
II	Other Services: Litter pickup & disposal when Mowing	7	\$	\$
Total Annual Cost – Transfer to Bid Submittal Sheet				\$

**Invitation to Bid
Landscape Services for City of Sammamish Rights-of-Way Slope Mowing**

Invitation to Bid: #20-103
ROW Slope Mowing-

Vendor Name: Plantscapes Inc.

Bid Submittal

1. The bid award will be based on the total bid regardless of actual awarded contract amount.
2. There is no guarantee that the full contract amount will be expended.
3. The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, unless otherwise specified in the attached plans, specifications, or Scope of Work.
4. Bid will include Washington State Sales Tax, unless otherwise specified by Rule 171 ([WAC 171](#))

Zone-1: SE 48th Street: Issaquah Pine Lake Road SE to 229 th Pl SE	\$ 2,975.00
Zone-2: Issaquah Pine Lake Road SE: SE 48 th Street to SE 42 nd Street	\$ 3,598.00
Zone-3: SE 42nd Street: Issaquah Pine Lake Road SE to 230 th Way SE	\$1,505.00
Zone-4: 228th Avenue SE: South City limits to house #3417	\$3,598.00
Zone-5: SE 40th Street: 228 th Ave SE to SE 35 th Place – this is the main road through Sammamish Highlands	\$2,387.00
Zone-6: SE Issaquah Fall City Rd: Klahanie Drive SE to SE Issaquah Beaver Lake Road	\$8,960.00
Zone-7: Duthie Hill Road SE: SE Issaquah Beaver Lake Rd to City Limits	\$6,314.00
Zone-8: SE 32nd Way/St: SE Issaquah Beaver Lake Road – 235 th Place SE to SE Duthie Hill Road	\$ 11,329.00
Zone-9: East Beaver Lake Dr SE Extension: SE 28 th Street to SE Issaquah Beaver Lake Rd, including the grass area around the cell tower on the Northeast corner of the intersection.	\$1,799.00
Zone-10: 244th Ave SE: SE 24th St to SE 32nd St (west side of road)	\$1,799.00
Zone-11: West/East Beaver Lake Drive: SE 24th Street to East Beaver Lake Way SE	\$9,478.00
Zone-12: 248th Avenue SE: SE 14 th Street to SE 24 th Street	\$ 6,314.00
Zone-13: SE 24th Street: Audubon Park Drive SE to 248 th Ave SE	\$4,186.00
Zone-14: 236th Ave SE: SE 24th Street to SE 16th Place	\$ 2,093.00

**Invitation to Bid
Landscape Services for City of Sammamish Rights-of-Way Slope Mowing**

Zone-15: 222nd Ave SE: SE 20th to house #22018 SE 21st Place	\$1,211.00
Zone-16: 212th Way SE: 212th Ave NE/SE Louis Thompson Road from East Lake Sammamish Pkwy SE to East Lake Sammamish Pkwy SE	\$13,440.00
Zone-17: SE 24th Street "West": House # 21312 SE 24th St to East Lake Sammamish Pkwy SE	\$8,960.00
Zone-18: East Lake Sammamish Parkway NE/SE: 187th Ave NE to Southern City Limit approx. 140 feet East of Peregrine Point Way SE	\$ 53,760.00
Zone-19: East Lake Sammamish Place SE: North side of intersection of SE 16th Street extending east 50 feet ending across from SE 25th Street	\$7,126.00
Zone-20: SE 8th Street: 218th Ave SE to 212th Ave SE	\$ 3,598.00
Zone-21: 222nd Pl SE: SE 4th Street to bottom of cul-de-sac	\$3,563.00
Zone-22: East Main Drive: 244th Ave NE/SE to Soaring Eagle Park	\$4,256.00
Zone-23: NE 8th Street: 235th Avenue NE to 244th Avenue NE (south side of road)	\$2,422.00
Zone-24: NE Inglewood Hill Rd: North side of road from 222nd Pl NE stopping before house # 21410	\$2,457.00
Zone-25: 208th Ave NE: East side of road from house # 1324 to the corner of NE 15th St	\$1,211.00
Zone-26: 244th Ave NE: NE 8th to Northern City limits	\$12,040.00
Zone-27: Sahalee Way NE: NE 25th Way to northern City limits	\$ 15,050.00
Zone-28: 192nd Pl NE: 192 nd Drive NE to 196 th Ave NE	\$4,256.00
TOTAL FOR ROW SLOPE MOWING	\$ 199,668.00
Sales Tax @ 10%	\$19,966.80
TOTAL COST FOR ALL WORK	\$219,634.80

Signed: Terry Bauer Dated: 4/1/2020

Title: President

BID DUE DATE/TIME: Friday April 3, 2020 at 4:30 pm

CONTRACT NUMBER

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your Income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	<input type="checkbox"/> S Corporation
	<input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Trust/estate	<input type="checkbox"/> Trust/estate
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code		City of Sammamish 801 228th Ave SE Sammamish, WA 98075
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
OR	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Cat. No. 10231X

Form **W-9** (Rev. 11-2017)



City of Sammamish
Streets/Stormwater

BID OPENING

April 3, 2020
4:30 P.M. (local time)

**ITB #20-103
Landscape Services for Right of Way**

BIDDER	Form #1 Submittal	Form #2 Qualifications	Form #3 Responsible Criteria	Form #4 References	Form #5 Addendum Addenda #1	Form #6 Non-Collusion	Signatures	Total Bid Amount
1. Plantscapes, Inc.	X	X	X	X	X	X	X	\$ 219,634.80
2.								\$
3.								\$
4.								\$
5.								\$
6.								\$
7.								\$
8.								\$
9.								\$
10.								\$
								\$

“The apparent low bidder is Plantscapes, Inc. for \$ 219,634.80”

Draft



MINUTES

City Council Special Meeting

6:30 PM - March 24, 2020

City Hall Council Chambers, Sammamish, WA

Mayor Karen Moran called the special meeting of the Sammamish City Council to order at 6:30 p.m.

Councilmembers Present:

Mayor Karen Moran
Deputy Mayor Christie Malchow
Councilmember Jason Ritchie
Councilmember Kent Treen
Councilmember Chris Ross
Councilmember Ken Gamblin
Councilmember Pam Stuart

Staff Present:

Interim City Manager David Rudat
Sr. Management Analyst Mike Sugg
Emergency Manager Andrew Stevens
Interim Director of Parks & Recreation Anjali Myer
Recreation Manager Chris Jordan
Assistant City Attorney Lisa Marshall
Deputy Clerk Lita Hachey

ROLL CALL

Roll was called.

PLEDGE OF ALLEGIANCE

Mayor Karen Moran led the pledge.

APPROVAL OF AGENDA

MOTION: Deputy Mayor Christie Malchow moved to approve the agenda. Councilmember Pam Stuart seconded. Motion carried unanimously 7-0.

EMERGENCY MANAGEMENT

Draft

Emergency Manager Andrew Stevens gave a COVID-19 update.

PUBLIC COMMENT

All public comments were submitted via email and available on the Sammamish Civic Web (sammamishwa.civicweb.net) in the Document Center found [here](#).

CONSENT CALENDAR

Payroll: For the Period Ending February 28, 2020 For a Pay Date of March 5, 2020 in the Amount of \$498,015.01

Payroll: For the Period Ending March 15, 2020 For a Pay Date of March 20, 2020 in the Amount of \$489,120.03

Claims: For Period Ending March 5, 2020 In The Amount Of \$1,367,899.06 For Check No. 56484 Through 56586

Resolution: Accepting the Trossachs PC-3 Dam Safety Pond Berm Repair

Bid Award: 2020 Curb Ramp Retrofit and Sidewalk Repairs project / RRJ Company, LLC

Contract: 225th Roundabout Sculpture Fabrication & Installation / Western Tile & Marble

Contract: 2020 Stormwater Retrofit Strategy Phase 2 / AHBL

Approval: Purchase of Park Property at 21101 NE 6th Street, Sammamish, WA 98074, Tax Parcel 856290-2100

~~**Approval:** Employee Handbook Amendment—Emergency Sick Leave~~

Approval: Followup on letter supporting King County Metro's Proposed Regional Transit Funding Levy

Proclamation: World Autism Awareness Day - April 2, 2020

Minutes: For the March 3, 2020 Regular Meeting

Minutes: For the March 10, 2020 Special Meeting

Councilmember Pamela Stuart requested that Item # 9 Approval: Employee Handbook Amendment - Emergency Sick Leave be pulled from Consent and placed under UNFINISHED BUSINESS.

MOTION: Deputy Mayor Christie Malchow moved to approve the consent agenda. Councilmember Kent Treen seconded. Motion carried unanimously 7-0.

UNFINISHED BUSINESS

Approval: Employee Handbook Amendment - Emergency Sick Leave

Interim City Manager Dave Rudat discussed the Emergency Sick Leave request with City Council. He shared a sample of a resolution for an Administrative Leave policy and this was discussed.

Draft

Council requested that the Interim City give them an update on what the financial impact that providing Administrative Leave pay would be and the final wording of the document.

MOTION: Councilmember Pam Stuart moved to adopt the resolution/policy to be amended to include three weeks of a Administrative Leave related to the COVID-19 Emergency. Councilmember Jason Ritchie seconded. Motion carried unanimously 7-0.

NEW BUSINESS - NONE

MOTION: Deputy Mayor Christie Malchow moved to extend the meeting until 7:40 pm Councilmember Jason Ritchie seconded. Motion carried unanimously 7-0.

Discussion: AWC Large City Advisory Committee Nomination

Mike Sugg, Senior Management Analyst discussed whether any Councilmembers would be interested in serving on the AWC Large City Advisory Committee.

Mayor Karen Moran volunteered and was selected.

COUNCIL REPORTS/ CITY MANAGER REPORT

Report: Councilmember Pamela Stuart spoke with Republic Services and stated that they are doing a great job communicating with the Citizens.

Report: Mayor Karen Moran spoke regarding the Census and the issues with canvassing.

Report: Interim City Manager Dave Rudat spoke regarding the Governor's Stay Home, Stay Healthy Order and the impact to the operations of staff and the community in the City of Sammamish. The Community Development department continues to process and issue permits. Parks & Trails are open for now, but there is restricted access and the playgrounds are closed. Landscape maintenance will be maintained. Public Works streets and road projects will continue as needed.

ADJOURNMENT

The meeting adjourned at 7:38 pm.

MOTION: Councilmember Pam Stuart moved to adjourn. Councilmember Kent Treen seconded. Motion carried unanimously 7-0.

Lita Hachey, Deputy City Clerk

Karen Moran, Mayor

Agenda Bill

City Council Regular Meeting

April 07, 2020



SUBJECT:	Resolution: Establishing an Administrative Leave Bank for use by City of Sammamish Employees During the COVID-19 Emergency.	
DATE SUBMITTED:	April 07, 2020	
DEPARTMENT:	City Manager's Office	
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	Approve the Resolution (Exhibit 1)	
EXHIBITS:	1. Exhibit 1 - Resolution	
BUDGET:		
Total dollar amount	See "Financial Impact" section	<input type="checkbox"/> Approved in budget
Fund(s)	General Fund, Street Fund, Storm Water Fund, Technology Fund	<input checked="" type="checkbox"/> Budget reallocation required <input type="checkbox"/> No budgetary impact
WORK PLAN FOCUS AREAS:		
<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	

KEY FACTS AND INFORMATION SUMMARY:

Summary

On March 24, 2020, the City Council passed a motion approving a draft resolution that was read by the City Manager during the meeting and modified by the City Attorney. The draft resolution provided a three-week bank of administrative leave for all City employees to help mitigate the impacts of COVID-19. The intent of this action was to ensure that there would be no unpaid gaps for employees should they need to use any state and federal paid leave programs, such as the Family Medical Leave Act, or should there be an emergency shut down of the MOC or City Hall causing a short term evacuation and interruption in work or work productivity while facilities are decontaminated or relocated.

The draft resolution was not on the agenda for the March 24, 2020 meeting and was only brought forth by the Interim City Manager as an idea for future consideration; however, there was strong

support among Council, so it was approved that evening. Council requested the Interim City Manager follow up at their next meeting with the complete resolution language and estimated financial impact.

Following the meeting, staff worked with legal to develop the Resolution included as **Exhibit 1**. This formalizes the draft that Council approved on March 24, 2020. The following key aspects of the previously approved draft resolution were changed in Exhibit 1:

- Exhibit 1 provides *up to* three weeks of administrative leave following approval by the City Manager. The previously approved draft resolution provided three weeks of administrative leave to all employees up front.
- Exhibit 1 adds a requirement that employees exhaust all applicable sick leave options authorized by the State or Federal government prior to using the administrative leave.
- Exhibit 1 adds another option for the use of the administrative leave, which is to supplement reduced salary when taking Public Health Emergency Leave.
- Exhibit 1 allows the Council to determine what happens to the remaining leave at the end of the emergency. The previously approved draft allowed the employee to use the administrative leave remaining at the end of the emergency within a two year window.

The Finance Department has estimated the financial impact of implementing this policy, which can be found under the "financial impact" section below.

FINANCIAL IMPACT:

Exempt Employees

For exempt employees, the fiscal impact is neutral or \$0. The impact would potentially be the delay in work being performed until later than originally scheduled as a result of the use of the administrative leave. As there is no payment upon termination for unused hours of this leave type, there is no additional fiscal liability to the City (like there is for the 25% payout of sick leave, and 100% payout of vacation leave upon separation). This leave is "use or lose" and the "use" would constitute a potential delay in work being performed, although exempt staff could also work more than 40 hours to "make up" for the delay resulting from the use of leave, so there is no certain impact on more or less dollars spent.

Non-Exempt Employees

For non-exempt employees, the same mitigating factor (work delay) could occur, since overtime is owed for any hours worked in excess of 40 per week. If non-exempt work is not done and an administrative leave benefit is paid to a City employee who would have otherwise had to take unpaid leave as a result of COVID-19, the cost of the benefit would come from the City losing out on the opportunity to save from unpaid salaries.

Below are rough estimates of the amount the City would pay - that would otherwise be unpaid - if every non-exempt employee used the *full weekly amount* of administrative leave:

- 1 week (potential estimated fiscal impact) = \$165,292
- 2 week (potential estimated fiscal impact) = \$330,584
- 3 week (potential estimated fiscal impact) = \$495,876

It is likely that only a small portion of employees will need to use this benefit, and not everyone who does will need the full three weeks. Therefore, these are likely very conservative estimates. Note: *These estimates assume all non-exempt positions are filled, and they exclude payroll related taxes on benefit payments.*

**CITY OF SAMMAMISH
WASHINGTON**

RESOLUTION NO. R2020-_____

**A RESOLUTION OF THE CITY OF SAMMAMISH CITY
COUNCIL ESTABLISHING AN ADMINISTRATIVE LEAVE
BANK FOR USE BY CITY OF SAMMAMISH EMPLOYEES
DURING COVID19 EMERGENCY**

WHEREAS, the Governor issued Declaration of Emergency 20-05 on February 29, 2020 due to the COVID-19 Pandemic (hereafter “Emergency”); and

WHEREAS, the Emergency has had an increasing and alarming impact on City operations; and

WHEREAS, the City of Sammamish has a highly flexible and resilient workforce that has adapted itself to the ever-increasing challenges of this Emergency; and

WHEREAS, this resilient workforce may become more impacted than it can otherwise cope with given the limited human resources available to accomplish its tasks due to ever-increasing work restrictions placed on it by State and County Officials; and

WHEREAS, the Emergency’s reach has the potential to devastate the otherwise healthy and productive workforce we know as the employees of the City of Sammamish; and

WHEREAS, the President has expanded the Family Medical Leave Act (“FMLA”) with the Paid Health Emergency Leave (“PHEL”) policy which provides up to 12 weeks paid leave for employees not reporting to work during the Emergency, and has established Emergency Paid Sick Leave for those impacted by the Emergency’s health crisis; and

WHEREAS, the City desires to establish an administrative leave bank for each City of Sammamish employee to ensure that application of state and federal paid leave programs do not result in unpaid gaps in payment to Employees; and

WHEREAS, at its March 24, 2020 Regular City Council meeting, the City Council passed a motion approving a draft resolution read by the City Manager during the meeting as modified by the City Attorney; the draft resolution read at the March 24, 2020 meeting was not in a form or numbered, and the Resolution herein formalizes the draft for final execution by the Mayor; and

WHEREAS, the City finds that the paid administrative leave program herein is necessary to fulfill a legitimate public purpose to ensure ongoing municipal operations and therefore the paid administrative leave policy herein does not violate Washington State Constitution Section VIII’s prohibition on gifts of public funds; and

NOW, THEREFORE, be it resolved by the City Council of the City of Sammamish as follows:

Section 1. City Manager Directed to Establish Paid Administrative Leave. The City Council hereby directs the City Manager to grant up to 120 hours of Administrative Leave (hereafter “Leave”) to each full-time employee and an equivalent ratio to each part-time employee and to place these hours into a pooled Leave “bank” (hereafter “Leave Bank.”). Use of the Leave Bank shall be approved by the City Manager based on the criteria outlined in Section 2. Use of the terms paid leave, leave, and leave bank herein are distinguished from and shall not be considered paid administrative leave as the term is used in Section 8.6 of the City of Sammamish Employee Handbook.

Section 2. Use of Leave Bank. An employee must exhaust applicable sick leave options authorized by the State or Federal government prior to using the Leave Bank. The Leave Bank may be used by employees who are unable to report to work due to office closures; lack of child-care; illness of the employee or another for whom the employee provides care; quarantine of the employee or another for whom the employee provides care, and for the City’s reduction in work to be performed. The foregoing list is intended for illustration, not limitation. In addition, employees working a modified (reduced) schedule shall have access to the Leave Bank to supplement any unassigned work hours. Employees taking leave under the Public Health Emergency Leave (the expansion of the Family Medical Leave Act) and Emergency Paid Sick Leave may use the Leave Bank as a supplement to ensure they are receiving a full salary. Employees’ preapproved hours worked from home will be considered worktime and such hours will not be deducted from the Leave Bank. Any unused Leave remaining in the Leave Bank upon termination of the Emergency as determined by the City Manager will be accounted for and reported back to the City Council. The City Council may eliminate or reapply the balance as it deems appropriate.

Section 3. No Cash Value, City Council Approval Required for Changes to Policy. Neither the Leave Bank nor Leave therein shall have no cash value and will not be cashed-out upon termination or resignation of any employee. The amount of administrative leave granted may be increased with approval of the City Council if the Emergency is extended or other circumstances apply. The City Manager may adopt additional regulations to implement the Leave, Leave Bank, and Post-Emergency Leave Bank policy.

Section 4. No Changes to Employee Handbook. The Leave Bank is intended to be effective only for the duration of the Emergency, and therefore the provisions in this Resolution will not be included in the Employee Handbook.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF
ON THE __ DAY OF _____, 2020.**

CITY OF SAMMAMISH

Karen Moran, Mayor

ATTEST/AUTHENTICATED:

for 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.



Memorandum

Date: April 2, 2020
To: City Council
From: David Rudat, Interim City Manager
Subject: Contract for Legal Services with Eglick & Whited

Mayor and Councilmembers,

I am pleased to inform you that the City has retained the legal services of renowned GMA and land use attorney Peter Eglick, from the law firm Eglick & Whited, who is based out of Seattle. Mr. Eglick will serve as outside counsel to advise me and staff on GMA, land use and comprehensive planning matters.

I felt that I needed alternative but specialized legal counsel so that I could provide the City Council and staff the best guidance possible on the many complex planning and land use matters facing our city. In my professional opinion at this juncture in time, and given the importance and value of top level answers on land use; and the need for experienced guidance on the legal matters involved with the decisions we make; and the decisions we must make that will shape the future of this community; it is prudent to have access to the best talent available.

I have attached the resume of Mr. Eglick and the executed contract with Eglick & Whited here for your information. The Engagement Letter, which is attached to the contract, does not include representation on outstanding cases to which the City is a party to, specifically the Gerend case. Under previous Council direction and action, the Gerend case is being handled by the Madrona Law Group, with Kim Pratt as lead counsel.

We have many land use challenges ahead of us, and your staff needs impeccable guidance so we can provide you with well vetted alternatives so that you can make well informed decisions. The City will strive to stay budget neutral with Mr. Eglick's land use advice. This contract was drafted to conform with SMC 2.50.010(1)(b), *Contract Approval Authorization*, and therefore will not exceed \$49,999.

Mr. Eglick will report to the Interim City Manager, and staff will work through the City Manager's Office for access to and use of his legal counsel. Thank you for your support.

Attachments

1. Resume – Peter Eglick
2. Contract & Engagement Letter – Legal Services with Eglick & Whited



PETER J. EGLICK

1000 Second Avenue, Suite 3130
Seattle, WA 98104

eglick@ewlaw.net

(206) 441-1069 ph.
(206) 441-1089 fax

PROFESSIONAL PROFILE:

- Over 40 years of experience representing and advising local government units, community associations, and property owners.
- Selected annually for the last twenty years by peers as a Washington "Super Lawyer" and regularly rated by Martindale-Hubbell as "AV Preeminent"

PROFESSIONAL EXPERIENCE:

EGELICK & WHITED PLLC, Seattle, Washington 2005 - Current
Principal in partnership (with colleague from previous firms) with emphasis on land use and environmental law, municipal and administrative law, real property and community association law. Extensive experience in advising clients as well as negotiating and litigating on their behalf in these areas.

GORDON THOMAS HONEYWELL, et al., PLLC, Seattle, Washington 2004 – 2005
Leader of firm's Seattle Land Use Group.

HELSELL FETTERMAN LLP, Seattle, Washington 1993 – 2004
Of Counsel (directing Land Use Group) to Hellsell Fetterman LLP, general practice firm.

EXAMPLES OF CLIENTS MY PARTNER AND I HAVE ADVISED/REPRESENTED: City of Auburn, City of Bothell, City of Brier, City of Covington, City of Edgewood, City of Federal Way, City of Kirkland, City of Mercer Island, City of Mukilteo, City of Olympia, City of Port Angeles, City of Port Townsend, City of Puyallup, City of Sequim, City of Snohomish, City of Sumner, City of Woodinville, Airport Communities Coalition (Cities of Burien, Des Moines, Federal Way, Normandy Park, Tukwila, and the Highline School District), The Committee for the Preservation of the Seattle Federal Reserve Bank Building, Bill Point Homeowners Association, Fragaria Landing Homeowners Association, Helicopters Unsafe Here (HUSH) Bellevue, The Innis Arden Club, Inc., Jensen Motor Boat Company (Portage Bay), Laurelhurst Community Club, Friends of Sammamish Valley, Seattle Heights Condominium Association, Davis Bay Community Association, Lummi Island Conservancy.

SELECTED PUBLICATIONS, LECTURES:

"Ethical Dilemmas in Land Use Cases." Law Seminars International Growth Management Act and Land Use, 2015.

1000 Second Avenue, Suite 3130 Seattle, Washington 98104
telephone 206.441.1069 • www.ewlaw.net • facsimile 206.441.1089

"Ethical Dilemmas in Land Use Cases." Law Seminars International Growth Management Act and Land Use, 2014.

"Ethical Dilemmas in Land Use Cases." Law Seminars International Growth Management Act and Land Use, 2013.

"Ethical Issues in the Hearing Examiner Quasi-Judicial System." Washington State Bar Association, 2010.

"Ethics for the Environmental and Land Use Practitioner." King County Bar Association, Environmental & Land Use Law, 2010.

"Ethics for Land Use: Or, what every land use attorney wished their ethics professor would have taught them in law school." Law Seminars International Land Use in Washington, New Regulatory, Legislative and Legal Developments, 2009.

"Selected Issues: Administrative Appeals and Judicial Review Under SEPA." Law Seminars International SEPA & NEPA, the Latest on Compliance from Developing Proposals Through Judicial Review, 2009.

"Large Lot Development Patterns in Urban Areas: Is anything Left of the "Bright Line?" Washington Bar Environmental and Land Use Law Section Midyear Meeting and Seminar, 2008.

"Environmental & Land Use Law: What You Need to Know For 2008," King County Bar Association, December 2007.

"Urban Densities: What the Law Does and Does Not Require," lecture and publication, Growth Management Act, Law Seminars International, November 2006.

"Urban Growth Area Issues," lecture and publication, Land Use in Washington 2006, Law Seminars International, April 2006.

"Bright Line Fever: How I Learned to Stop Questioning Four Dwelling Units Per Acre and Love the *Litowitz* Test," lecture, Fall WSAMA (Washington Association of Municipal Attorneys) Conference, October, 2005.

"Land Use and Zoning Law Litigation in Washington," lecture and publication presented at Continuing Legal Education Seminar, December, 2004.

Appointed Referee for *Foss v. Tapper et. al.*, King County Superior Court Case #00-2-06708-9 KNT, September 2003.

"Ethical Issues," lecture and publication, 2002, Law Seminars International, Seattle, Washington.

"Development in Resource Lands: Agricultural Lands v. Soccer Fields," lecture and publication, 2001, Law Seminars International, Seattle, Washington.

Faculty, "Trying and Settling Land Use Cases," The National Judicial College, August 26-27, 1999, Seattle, Washington (course given to judges to enhance their familiarity with land use law).

"The New Feudalism: Railroad Preemption of Local Government Land Use Regulation," lecture and publication, 1999, Oregon Law Institute, Northwestern School of Law of Lewis & Clark College, Portland, Oregon.

"Shoreline Management Act," lecture and publication (reprise), 1998, Washington Bar Association Continuing Legal Education, Seattle, Washington.

"The GMA's Public Participation Requirements," lecture and publication, 1997, Law Seminars International, Seattle, Washington.

"Shoreline Management Act," lecture and publication, 1997, Washington Bar Association Continuing Legal Education, Seattle, Washington.

"Selected Land Use Issues," lecture and publication, 1996, Washington State Bar Association Continuing Legal Education, Seattle, Washington.

"Subarea Plans: Can A Jurisdiction 'Keep Two Sets of Books?'," lecture and publication, 1996, Law Seminars International, Seattle, Washington.

"Summary of Key Growth Management Hearing Board Decisions Regarding Transportation and Capital Facilities Comprehensive Plan Elements," lecture and publication, 1995, Law Seminars International, Seattle, Washington.

"Standing to Maintain a Petition for Review Before Washington's Growth Management Hearings Boards," lecture and publication, 1995, Washington State Bar Association Continuing Legal Education, Seattle, Washington.

"Scoping the Subarea Plan: What's In/What's Out," lecture and publication, 1995, King County Bar Association Continuing Legal Education, Seattle, Washington.

"Analysis of Capital Facilities vs. Transportation Elements Issues: Cornerstone or Achilles Heel of County and City GMA Plans?," lecture and publication, 1995, Law Seminars International, Seattle, Washington.

"Courts v. Land Use Regulation: Debunking the Myth of the Expansion of Environmental Rights," lecture and publication, Third Annual Conference on the Growth Management Act, 1992, Continuing Legal Education International, Seattle, Washington.

"Legitimate Use of Interim Regulations and Moratoria with Emphasis on the Growth Management Act," lecture and publication, 1991 Joint Conference of Washington State Association of County and Regional Planning Directors and City Planning Directors' Association, Chelan, Washington.

"The Myth of Mitigation Under NEPA and the Washington State Environmental Policy Act," by Peter Eglick and Henryk J. Hiller, lecture and publication, presented at "NEPA at Twenty"

conference, Lewis & Clark College, Northwestern School of Law, Portland, Oregon (October 27-29, 1989). 20 Environmental Law 773 (1990).

BAR MEMBERSHIPS:

Washington
District of Columbia (inactive)
Pennsylvania (inactive)
United States District Courts for Western District of Washington, Eastern District
of Washington, and District of Columbia
United States Courts of Appeals for District of Columbia Circuit and Ninth Circuit
United States Supreme Court

PROFESSIONAL ACTIVITIES

WASHINGTON STATE BAR ASSOCIATION:
Member, Board of Trustees, Environmental and Land Use Law Section of Washington State
Bar Association (1984-1987)

JUDICIAL CLERKSHIP

Judicial law clerk for the Honorable Murray Schwartz, United States District Court for the
District of Delaware.

EDUCATION

GEORGETOWN UNIVERSITY LAW CENTER, Washington, D.C.: Juris Doctor
UNIVERSITY OF PENNSYLVANIA, Philadelphia, Pennsylvania: Bachelor of Arts

**CONTRACT FOR LEGAL SERVICES
Between the City of Sammamish and Eglick & Whited PLLC**

**I.
PARTIES**

This contract is made on this 2 day of April, 2020, between the City of Sammamish ("City") and Eglick & Whited PLLC ("Eglick").

**II.
SERVICES OF THE ATTORNEYS**

Eglick shall work for the City at the pleasure of and under the direction of the City Manager.

**III.
QUALITY OF SERVICES**

Eglick shall perform all legal services covered by this contract in a capable and efficient manner, and in accordance with the professional standards of the Washington State Bar Association.

**IV.
SERVICES PROVIDED**

Eglick shall provide legal advice concerning the Growth Management Act, concurrency, and related land use issues. The terms of the Eglick Whited PLLC Engagement Letter dated March 31, 2020, a copy of which is attached hereto as Exhibit A, are hereby incorporated by this reference as if fully set forth herein. To the extent provisions of this Agreement and Exhibit A duplicate one another, such duplications are expressly acknowledged by the Parties. Should any inconsistencies exist between this Agreement and Exhibit A, Exhibit A shall control, except with respect to Section V, below, which shall control.

**V.
FEES AND COSTS**

The services identified in Section IV, above, shall be billed at the hourly rate of \$400.00 for Peter Eglick's time, \$350.00 for Josh Whited's time, and \$95.00 for paralegal time. The total amount paid under this Agreement shall not exceed \$49,999.00.

**VI.
PAYMENT TERMS**

Fees and costs are due in full from the City upon billing by Eglick. A service charge shall accrue at the rate of 12% per annum, but shall only be added to any balance remaining unpaid sixty (60) days after the statement date.

**VII.
TIME RECORDS**

Eglick shall maintain accurate time records describing the services performed and the dates upon which said services were performed, and shall provide a monthly statement to the City setting forth the time expended for such services.

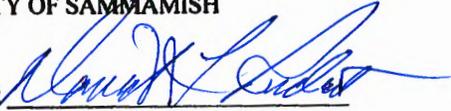
**VIII.
CONTRACT PERIOD**

This contract shall take effect as of April 1, 2020, and expire on December 31, 2020, unless sooner terminated by either party. Each party shall have the right to terminate this contract upon thirty (30) days written notice.

**IX.
INSURANCE**

Eglick agrees to maintain for the protection of the City a professional errors and omissions insurance policy with minimum coverage of one million dollars per claim and three million dollars annual aggregate.

CITY OF SAMMAMISH

By: 
Dave Rudat, Interim City Manager

EGLICK & WHITEHEAD PLLC

By: 
Peter Eglick



Peter J. Eglick
eglick@ewlaw.net

April 1, 2020

David Rudat
DRudat@sammamish.us
Interim City Manager
City of Sammamish
Sammamish, Washington

Re: Engagement Agreement

Dear Manager Rudat:

Thank you for the opportunity to provide you as Interim City Manager with legal and use consulting and advice concerning the Growth Management Act, concurrency, and related land use issues.

Some formalities are necessary in entering into a lawyer/client relationship. This letter is one of them. Therefore, please excuse its business-like tone, read it carefully, and, if it is agreeable, sign and return to us the enclosed copy. If you have any questions regarding its contents, please call me.

These terms and conditions cover our engagement by the City in connection with this specific matter.

1. Scope of Work. Our engagement is concerning the above matter. This does not involve an undertaking to provide other services unless the City asks us to do so and we agree.
2. Handling of Work. I will be actively involved in this matter. At the same time, certain aspects may be delegated for reasons such as economy or efficiency.
3. Conduct of the Matter. We understand that our role at this point is advisory and in a consultant capacity. We, as lawyers, will provide legal counsel in accordance with this letter and in reliance upon information and guidance you provide.
4. Client Cooperation. To enable us to provide useful advice, the City will fully and accurately disclose all facts and documents that may be relevant to the matter.

1000 Second Avenue, Suite 3130 Seattle, Washington 98104
telephone 206.441.1069 • www.ewlaw.net • facsimile 206.441.1089

EXHIBIT A-1

EGLICK & WHITED PLLC

April 1, 2020

Page 2 of 4

5. Results. Either at the commencement or during the course of the matter, we may express opinions or beliefs concerning various courses of action and the results that might be anticipated. These are opinions only, based on information available to us at the time, not a promise or guarantee. We cannot, and do not, guarantee outcomes.

6. Fees. Our fees will be based on the amount of time spent on your behalf. Each timekeeper (attorneys, staff) has an hourly billing rate and our fees will be based on that rate multiplied by the time expended, measured in tenths of an hour. Our rates for this matter will be: \$400.00 per hour for Peter Eglick's time, \$350.00 per hour for Josh Whited's time, and \$95.00 per hour for paralegal time. Other timekeepers (e.g. paralegals, contract associates) who may work on this matter will be billed at commensurate rates. Our billing rates are subject to increase, generally annually. We will give thirty (30) days advance written notice of any increase in hourly rates. Upon receiving such notice, you may notify us that you wish to terminate our services.

We charge for time spent on the matter, including telephone consultations, research, drafting of documents, conferences, as well as court/administrative forum appearances where these are part of our work on the matter. Attorney's fees and rates may occasionally be subject to courtesy write-offs or reductions at the discretion of the firm, but are subject to reimbursement to the firm in the event of an attorney fee award or recovery from other parties.

7. Costs. The client is responsible for paying costs regardless of the outcome of this matter. Certain significant expenses and costs may not be advanced by this office, at its discretion. These include, for example, costs for: depositions or transcripts, accountants, appraisers, actuaries, investigators and other consultants or experts who may be required. Retention of their services and payment to them of required fees and/or retainers is the client's responsibility and the client may be asked to make arrangements directly for their payment.

Other costs such as postage, out-of-plan electronic database and research charges, travel expense, and use of outside service providers such as printing, extraordinary photocopying, delivery/messenger and extraordinary long-distance telephone charges may, within reason, be advanced by us and, if so, will be billed on your regular statements. E&W does not typically bill for minor in-office copies, minor postage, or routine faxes.

The costs relating to any matter are not amenable to precise predictions. Accordingly, any estimate of costs represents just that – an estimate – not a commitment or guarantee.

8. Billing. Our statements are sent to the City approximately monthly when there is an unpaid balance. These will include a narrative of the preceding period together with an itemization of expenses we have incurred. The City agrees to pay promptly the charges shown on those statements, generally within twenty (20) days of receipt of the statement. If there is a disagreement with a statement or questions about the bill, please contact us immediately.

EGLICK & WHITED PLLC
April 1, 2020
Page 3 of 4

Interest will be charged on any amounts not paid by the due date in the amount of one percent (1%) per month (12% per annum) with a minimum monthly charge of \$1.00. In the event any collection action is necessary to recover amounts owing to the firm, the prevailing party will be entitled to recover collection costs, including reasonable attorney's fees. Any collection actions may, at the option of this firm, be filed in King County Superior Court. Failure to pay amounts owing to this firm may, after notice, result in termination of our services.

9. Termination and Withdrawal. Our services may be terminated at any time by giving us reasonable notification. Termination of our services will not affect client responsibility for payment of outstanding statements and fees and expenses incurred before we receive notice of such termination, client responsibility for charges of third parties we have engaged, or client liability for fees and expenses incurred in connection with an orderly transition of the matter to other counsel.

Consistent with applicable standards of professional conduct or rules of court, we may withdraw from the engagement if the client fails to fulfill any obligations under this agreement.

10. File Disposition at Conclusion of Matter. Our practice is to provide, typically by e mail, copies of all significant documents in the matter. Please ask if the City becomes aware of an item that has not yet been provided so that a copy can be forwarded and the City's file made complete. Storage of files can be expensive and cumbersome. Therefore, at the conclusion of the matter (whether through a final decision, termination of our engagement, or otherwise) while we may retain the matter file as part of our records, the City agrees that it may be destroyed. If the City would like to itself store our file copy after the matter has concluded, please be sure to give us written advance notice.

11. Agreement Execution. Much of this letter has centered on the subject of attorney's fees and costs. While the subject of fees and costs and of our mutual responsibilities may seem unduly commercial, it is best addressed at this time. This will ensure that we are able to devote our time and energy to providing our services unimpaired by any misunderstanding that might otherwise arise. Please call us if there are any questions, comments or concerns regarding this engagement. Otherwise, please fill out and execute the "agreed and accepted" block on the enclosed copy of this letter to indicate agreement to the terms and conditions stated above.

EGLICK & WHITED PLLC
April 1, 2020
Page 4 of 4

Once again, we are pleased to have this opportunity to work with you on this matter.

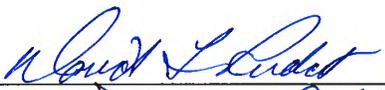
Sincerely,

EGLICK & WHITED PLLC



Peter J. Eglick

Agreed and accepted:

By: 
Print Name: DAVID L. RUDAT
Date: 4-2-20
Address: 801 228th Ave SE
SAMMANISH WA 98075
Phone: 425-295-0550
Email: drudat@sammanish.us