



**CITY COUNCIL MEETING
TUESDAY, APRIL 2, 2024
HELD REMOTELY & IN PERSON AT CITY HALL
124 S. LEFEVRE ST.**

- Sign up to provide Public Comment at the meeting via calling in.
- Submit Written Public Comment Before 4 pm on (April 2, 2024) - *SEE NOTE*
- Join the Zoom Meeting –

<https://us06web.zoom.us/j/8444846563?pwd=UVIWTWtqYzI1VGNwWXJPakhWalJCz09&omn=82642325012>

Meeting ID: 844 484 6563

Passcode: 446645

One tap mobile

+12532158782,,8444846563#,,,,*446645# US (Tacoma)

+12532050468,,8444846563#,,,,*446645# US

Find your local number: <https://us06web.zoom.us/j/keJnPZTYnM>

WRITTEN PUBLIC COMMENTS

If you wish to provide written public comments for the council meeting, please email your comments to sweathers@medical-lake.org by 4:00 p.m. the day of the council meeting and include all the following information with your comments:

1. The Meeting Date
2. Your First and Last Name
3. If you are a Medical Lake resident
4. The Agenda Item(s) which you are speaking about

*Note – If providing written comments, the comments received will be acknowledged during the public meeting, but not read. All written comments received by 4:00 p.m. will be provided to the mayor and city council members in advance of the meeting.

Questions or Need Assistance? Please contact City Hall at 509-565-5000

REGULAR SESSION – 6:30 PM

- 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**
- 2. AGENDA APPROVAL**
- 3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**
- 4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS**
- 5. REPORTS**
 - A. Council Comments
 - B. Mayor
 - C. City Administrator & City Staff
- 6. WORKSHOP DISCUSSION**
- 7. ACTION ITEMS**
 - A. Consent Agenda
 - i. Approve **March 19, 2024**, minutes.
 - ii. Approve **April 2, 2024** Claim Warrants numbered **51147** through **51185** in the amount of **\$124,334.81**.
- 8. RESOLUTIONS**
 - A. 24-668 WA Military Department Public Assistance Grant Agreement
 - B. 24-669 DaySmart Recreation Service Agreement
 - C. 24-670 TIB Grant Award – Lefevre (SR902) Ped/Bike Improvements
- 9. PUBLIC HEARING** – None scheduled.
- 10. ORDINANCES**
 - A. First Read Ordinance 1122 Historic Preservation
 - B. First Read Ordinance 1123 Right of Way Permit and Use Requirements Code
- 11. EXECUTIVE SESSION** – None scheduled.
- 12. EMERGENCY ORDINANCES** – None.
- 13. UPCOMING AGENDA ITEMS**
- 14. INTERESTED CITIZENS**
- 15. CONCLUSION**

**CITY OF MEDICAL LAKE
City Council Regular Meeting**

6:30 PM
March 19, 2024

Council Chambers
124 S. Lefevre Street

MINUTES

NOTE: This is not a verbatim transcript. Minutes contain only a summary of the discussion. A recording of the meeting is on file and available from City Hall.

COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT

Councilmembers

Chad Pritchard
Keli Shaffer
Lance Speirs
Don Kennedy
Bob Maxwell
Ted Olson
Tony Harbolt

Administration/Staff

Terri Cooper, Mayor
Sonny Weathers, City Administrator
Glen Horton, Parks & Recreation Director
Koss Ronholt, Finance Director
Roxanne Wright, Administrative Assistant

REGULAR SESSION – 6:30 PM

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

- A. Mayor Cooper called the meeting to order at 6:30 pm, led the Pledge of Allegiance, and conducted roll call. All council members were present in person.

2. AGENDA APPROVAL

- A. Section 7A(i) Action Items: The minutes from the March 5, 2024, meeting were inadvertently not included in the hard copy agenda packet. They were only in the electronic version. Mayor Cooper requested to add the hard copy to the packet.
- B. Section 8C Resolution 24-665, replace page 44 with the corrected signature page.
- C. Section 8D add Resolution 24-667 Bid Award - Jefferson Water Main Replacement Project. The project documents were included in the agenda packet, but the Resolution was still needed.
- D. Section 10B Ordinance 1123 Right of Way Permit and Use Requirements Code; add Chapter 11.02 Definitions.
- E. Motion to accept the amendments to the agenda made by councilmember Kennedy, seconded by councilmember Speirs, carried 7-0.
- F. Motion to accept the agenda as amended made by councilmember Kennedy, seconded by councilmember Harbolt, carried 7-0.

3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

- A. Mayor Cooper acknowledged the receipt of a citizen comment regarding a request to be placed on an upcoming agenda to make a wetlands presentation. All council members were included in the e-

mail and received hard copies. *The full comments are part of the official record on file at City Hall and can be requested from the Public Records Officer.*

4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS - none

5. REPORTS

A. Public Safety

- i. Bill Dennstaedt from FD3 – shared an update on the debris pile that is burning out on S. Pine Street in Medical Lake which is now burning underground. The decision was made to see if the fire would consume itself through the winter, but it did not. FD3 is out mitigating it now. DOE classified the area as a landfill, but it appears to be an old building. Meeting with the toxic cleanup team and DSHS on March 20th to develop a plan. The annual Fisherman’s Breakfast will be on April 27th from 5 am to noon. The cost will be \$10 for adults and \$5 for students.

B. Council Comments

- i. Councilmember Pritchard – HCDAC meeting last week, reviewing grant applications. Went to the underground fire site and sampled Medical Lake to check for contaminants. The next Geo Walk will be on April 13th at 1 pm and will start at Waterfront Park.
- ii. Councilmember Shaffer – The Finance Committee met, and reviewed claims and payroll warrants.
- iii. Councilmember Speirs – STA is doing some open houses for route changes that will be rolling out in a couple of months. The open house for the West Plains area will be held at the Spokane County Library in Airway Heights on March 28th from 4 – 6 pm. Will be discussing Route 61 specifically. Residents can also go to the STA website to comment. They will read all comments.
 1. At this point in the meeting, sound was briefly lost for Zoom attendees. The Zoom meeting was stopped and restarted, and the council meeting resumed.
- iv. Councilmember Kennedy – attended an SRTC meeting that presented a DOT list of highway projects over the next five to ten years. The topic of the Governor’s plan for reducing CO2 levels was also presented.
- v. Councilmember Maxwell – General Government Committee discussed Waterfront Park and the temporary closing of the trail for tree removal.
- vi. Councilmember Olson – Public Safety Committee – no outstanding concerns, just business as usual. There was no representative from the Sheriff’s office at the meeting.
- vii. Councilmember Harbolt – stated the importance of a representative from the Sheriff’s office attending meetings. It should be a priority.

C. Mayor

- i. Long-term Recovery Group work with FEMA continues. Two home sites have been identified, one in Medical Lake and one in Elk, to be built by Mennonites and a Christian public service group. They will be onsite May 1st. There is a partnership with Ziggy’s building supplies. Working on other partnerships for other needs. The Tyler Tech Parks and Recreation program did not work well. The contract has expired, and written notice will be given that it will not be renewed. The department will seek other programs to fit their needs.

D. City Administrator & City Staff

- i. Koss Ronholt, City Administrator – reminded council of the SAO Audit Exit Conference on March 27th at 1 pm. Encouraged attendance.
- ii. Sonny Weathers, City Administrator – upcoming events: Community Meeting on Wednesday, March 27th at 6:30 pm at the high school auditorium. Planning Commission

meeting on Thursday, March 28th at 5:30 pm. Kiwanis Easter egg hunt on Saturday, March 30th at 11 am at Waterfront Park.

6. WORKSHOPS

- A. Historic Preservation ILA with Spokane County (Res 24-655)
 - i. Mr. Weathers gave an overview of the process and explained that the workshop is to explore the ILA before bringing forth a resolution. Legal counsel has reviewed, and concerns are being addressed with Logan Camporeale from the Spokane Historic Preservation group and their legal counsel. Discussion held and notes taken to address. Legal counsel will review and respond to the concerns and questions raised by the council. Council agreed to move forward with a Resolution at the next meeting.

7. ACTION ITEMS

- A. Consent Agenda
 - i. Approve **March 5, 2024**, minutes.
 - 1. Motion to approve made by councilmember Kennedy, seconded by councilmember Shaffer, carried 7-0.
 - ii. Approve **March 19, 2024**, Payroll Claim Warrants numbered **51105** through **51112** and Payroll Payable Warrants numbered **30091** through **30101** in the amount of **\$156,079.23** and Claim Warrants numbered **51113** through **51146** in the amount of **\$183,688.74**.
 - 1. Motion to approve made by councilmember Kennedy, seconded by councilmember Shaffer, carried 7-0.

8. RESOLUTIONS

- A. 24-656 Cascade Agreement
 - i. Mr. Ronholt reviewed for the council. Workshopped at the last meeting.
 - ii. Motion to approve made by councilmember Pritchard, seconded by councilmember Kennedy, carried 7-0.
- B. 24-663 DOE Groundwater Study Grant Agreement Amendment
 - i. Mr. Ronholt reviewed for the council.
 - ii. Motion to approve made by councilmember Kennedy, seconded by councilmember Harbolt, carried 6-0-1 with councilmember Pritchard abstaining.
- C. 24-665 Commerce Climate Planning Grant
 - i. Mr. Weathers reviewed for the council. Workshopped at the last meeting.
 - ii. Motion to approve made by councilmember Pritchard, seconded by councilmember Speirs, carried 6-1 with councilmember Kennedy voting nay.
- D. 24-667 Bid Award - Jefferson Water Main Replacement Project
 - i. Mr. Weathers reviewed for the council. There were eight responses to the bid request, with the lowest bid not meeting requirements and therefore eliminated. Out of the seven remaining bids, the lowest was Colville Construction.
 - ii. Motion to approve made by councilmember Kennedy, seconded by councilmember Olson, carried 7-0.

9. PUBLIC HEARING – none

10. ORDINANCES

- A. First Read Ordinance 1122 Historic Preservation
 - i. Mr. Weathers reviewed for the council.
 - ii. Discussion held with questions and concerns brought up by council.

- iii. Motion to table the first read until the next meeting made by councilmember Harbolt, seconded by councilmember Kennedy, carried 7-0.
- B. First Read Ordinance 1123 Right of Way Permit and Use Requirements Code
 - i. Mr. Weathers reviewed for council. He addressed the concerns that were discussed during the workshop at the last meeting. Discussion commenced regarding how this affects individual homeowners. Mr. Weathers suggested having the ordinance be an umbrella and then addressing concerns via policy.
 - ii. Motion to table to a later date to address council's concerns made by councilmember Kennedy, seconded by councilmember Speirs, carried 7-0.

11. EXECUTIVE SESSION - none

12. EMERGENCY ORDINANCES - none

13. UPCOMING AGENDA ITEMS - none

14. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS –

- A. Chad Pritchard spoke as a citizen regarding concerns surrounding the North Park area. Requested signs for no parking. Glen Horton, Parks and Recreation Director shared that a plan is currently being worked out to designate where driving and parking are allowed. A rock-placing company has been contacted regarding placing large boulders for dividers.

15. CONCLUSION

- A. Motion to conclude at 7:59 pm made by councilmember Pritchard, seconded by councilmember Kennedy, carried 7:59.

Terri Cooper, Mayor

Koss Ronholt, Finance Director/City Clerk

Date

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 24-668**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN
EMERGENCY WORK AND REPAIR GRANT AGREEMENT BETWEEN THE
WASHINGTON MILITARY DEPARTMENT, FEDERAL EMERGENCY
MANAGEMENT AGENCY AND THE CITY OF MEDICAL LAKE**

WHEREAS, the City of Medical Lake (“City”) has been awarded a grant from the Washington Military Department (“the Department”) and the Federal Emergency Management Agency (“FEMA”) to assist with the funding of emergency work and repairs resulting from the 2023 Gray Road Fires, Presidential Disaster Declaration # FEMA-4759-DR-WA; and

WHEREAS, the grant award amount contained in the Emergency Work and Repair Grant Agreement (“Agreement”) will be determined by the Department and FEMA following approval of the Agreement, which is set forth in Exhibit “A”; and

WHEREAS, City Staff recommends the City Council approve the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE, WASHINGTON as follows:

Section 1. Approval of Agreement. The Council hereby approves the Agreement in the form attached to this Resolution as Exhibit “A” and by reference incorporated herein.

Section 2. Authorization. The Mayor is authorized and directed to execute the Agreement on behalf of the City in substantially the form attached as Exhibit “A”. The Mayor and Finance Director/City Clerk are each hereby authorized and directed to take such further action as may be appropriate in order to affect the purpose of this Resolution and the Agreement authorized hereby.

Section 3. Severability. If any section, sentence, clause, or phrase of this Resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED this ___ day of _____, 2024.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

City Attorney, Sean P. Boutz

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

1. SUBRECIPIENT Name and Address: City of Medical Lake 124 S Lefevre Street Medical Lake, WA 99022		2. Grant Agreement Amount: To be determined, based upon approved project worksheets		3. Grant Number:	
4. SUBRECIPIENT, phone/email: (509)565-5050/sweathers@medical-lake.org		5. Grant Agreement Start Date: August 18, 2023		6. Grant Agreement End Date: February 15, 2028	
7. DEPARTMENT Program Manager, phone/email: Gerard Urbas, (253) 512-7402 Gary.urbas@mil.wa.gov		8. Unique Entity Identifier (UEI): X1SVCT87AYS1		9. UBI # (state revenue):	
10. Funding Authority: Washington State Military Department (the "DEPARTMENT"), and Federal Emergency Management Agency (FEMA)					
11. Funding Source Agreement #: FEMA-4759-DR-WA		12. Program Index # 744BC (Federal) / 742BE (State) / 744BD (Admin)		13. Catalog of Federal Domestic Asst. (CFDA) # & Title: 97.036, Public Assistance	
14. Federal EIN #:					
15. Total Federal Award Amount: N/A			16. Federal Award Date: N/A		
17. Service Districts: (BY LEGISLATIVE DISTRICT): _____th (BY CONGRESSIONAL DISTRICT): _____th		18. Service Area by County(ies): Spokane		19. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
20. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
22. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____			23. Contractor Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER		
24. BRIEF DESCRIPTION: Presidential Disaster Declaration # FEMA-4759-DR-WA Wildfires. To provide funds to the SUBRECIPIENT for emergency work and the repair or replacement of disaster-damaged facilities. as approved by FEMA in project worksheets describing eligible scopes of work and associated funding. The DEPARTMENT is the Recipient and Pass-through Entity of the Presidential Disaster Declaration # FEMA-4759-DR-WA Wildfires, and FEMA State Agreement, which are incorporated by reference, and makes a subaward of Federal award funds to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT is accountable to the DEPARTMENT for use of Federal award funds provided under this Agreement and the associated matching funds.					
IN WITNESS WHEREOF, the DEPARTMENT and SUBRECIPIENT acknowledge and accept the terms of this Agreement, references and attachments hereto and have executed this Agreement as of the date and year written below. This Agreement Face Sheet, Special Terms and Conditions (Attachment 1), General Terms and Conditions (Attachment 2), Project Worksheet Sample (Attachment 3), Washington State Public Assistance Applicant Manual dated February 15, 2024 (Attachment 4), and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:					
1. Applicable Federal and State Statutes and Regulations		5. Special Terms and Conditions			
2. DHS Standard Terms and Conditions		6. General Terms and Conditions, and,			
3. Presidential Declaration, FEMA State Agreement, and other Documents		7. Other provisions of the contract incorporated by reference.			
4. Statement of Work and/or Project Description as outlined in FEMA approved Project Worksheet(s)					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:		
_____ Signature Date Stacey McClain, Governor's Authorized Representative Washington State Military Department			_____ Signature Date print or type name: _____		
APPROVED AS TO FORM: Dierk Meierbachtol (signature on file) 6/9/2022 Assistant Attorney General			APPROVED AS TO FORM: _____ SUBRECIPIENT's Attorney Date		

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

ARTICLE I – KEY PERSONNEL

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

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

ARTICLE II - ADMINISTRATIVE REQUIREMENTS

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

The SUBRECIPIENT shall comply with the Washington State Public Assistance Applicant Manual dated February 15, 2024 incorporated in this Agreement as **Attachment 4**. The DHS Standard Terms and Conditions are incorporated by reference in this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated February 15, 2024.

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

Federal funding is provided by FEMA and is administered by the DEPARTMENT. Under the authority of Presidential Disaster Declaration number FEMA-4759-DR-WA, the DEPARTMENT is reimbursing the SUBRECIPIENT for those approved eligible costs and activities necessary under the Public Assistance Grant Program during the incident period beginning August 18 to August 25, 2023. Eligible costs and activities will be identified in Project Worksheets approved by FEMA and a Project Worksheet Sample is incorporated as **Attachment 3**. The DEPARTMENT is also providing Advance Payments to the SUBRECIPIENT where provided by FEMA and required and allowed by law. Any interest earned on advance payments (except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450)) shall be promptly, but at least quarterly, remitted to the DEPARTMENT to be paid to FEMA. The subrecipient may keep interest amounts up to \$100 per year for administrative expenses.

STATE AND FEDERAL REQUIREMENTS FOR PUBLIC ASSISTANCE GRANTS:

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

1. FUNDING

The DEPARTMENT will administer the Public Assistance (PA) Grant Program, provide Advance payments, and reimburse approved eligible Public Assistance costs to the SUBRECIPIENT that are identified under the auspices of Presidential Disaster Declaration Number FEMA-4759-DR-WA and authorized by and consistent with the Stafford Act (P.L. 93-288, as amended) and applicable regulations.

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

Pursuant to the FEMA-STATE AGREEMENT, FEMA will contribute not less than **75** percent of the eligible costs for any eligible project and 100 percent of the federal PA Management Costs, up to 5 percent of the total award amount for each Subrecipient, as provided for in subsection 3.E. of Article II of this Public Assistance Agreement. The SUBRECIPIENT commits to providing the remaining **25** percent non-federal match to any eligible project that has been identified under the Presidential Disaster Declaration number FEMA-4759-DR-WA, subject to the following exceptions:

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

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

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

2. GRANT AGREEMENT PERIOD

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

3. PAYMENTS

The DEPARTMENT, using funds granted for the purposes of the Presidential Disaster Declaration from FEMA, shall issue payments to the SUBRECIPIENT in compliance with the Washington State Public Assistance Applicant Manual dated February 15, 2024 (**Attachment 4**) procedures as follows:

- a. Small Project Payments: Payments are made for all small projects to the SUBRECIPIENT upon submission and approval of an A19-1A State of Washington Invoice Voucher to the DEPARTMENT, after FEMA has approved funding through approval of Project Worksheets.
- b. Progress Payments: Progress payment of funds for costs already incurred on large projects minus 10 percent retainage may be made to the SUBRECIPIENT upon submission by the SUBRECIPIENT of an A19-1A State of Washington Invoice Voucher, a letter of request, and a spreadsheet identifying the claimed costs supporting the payment request and approval by the DEPARTMENT.
- c. Improved Projects: Payments on improved projects (capped project) will be pro-rated based upon the percentage of the project that is funded under this disaster grant to the overall project cost. This percentage will be identified when the first payment on the improved project is made. Progress payments will be made as outlined above in Section B.
- d. Final Payment: Final Payment on a large project will be made following submission by the SUBRECIPIENT of a certification of completion on the STATEMENT OF DOCUMENTATION / FINAL INSPECTION REPORT form upon completion of project(s), completion of all final inspections by the DEPARTMENT, and final approval by FEMA. Final payment on a large project will include any retainage withheld during progress payments. Final payments may also be conditional upon financial review, if determined necessary by the DEPARTMENT or FEMA. Adjustments to the final payment may be made following any audits conducted by the Washington State Auditor's Office, the United States Inspector General or other federal or state agency.
- e. The SUBRECIPIENT is eligible to receive federal PA Management Costs up to 5 percent of the total award amount obligated for each Subrecipient at the time of its request. PA Management Costs includes any of the following when associated with the PA portion of a major disaster or emergency: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project. Documentation is required to substantiate the eligibility of management activities and associated costs in accordance with PA Management Costs Interim Policy – Standard Operating Procedures.
- f. All payment requests shall be made on an A19-1A form, State of Washington, Invoice Voucher. Payments will be made by electronic fund transfer to the SUBRECIPIENT's account.
- g. Federal funding shall not exceed the total federal contribution eligible for Public Assistance costs under Presidential Disaster Declaration number FEMA-4759-DR-WA.
- h. For state agencies, the DEPARTMENT will, through interagency reimbursement procedures, transfer payment to the SUBRECIPIENT. Payment will be transferred by journal voucher to Agency No. _____, Accounting Fund No. _____.
- i. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.
- j. For travel costs, SUBRECIPIENTS shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive.
- k. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT Key Personnel.
- l. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the SUBRECIPIENT consistent with record retention requirements of this Agreement, and be made available upon request by the DEPARTMENT, and local, state, or federal auditors.
- m. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the DEPARTMENT within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the DEPARTMENT.

- n. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the SUBRECIPIENT, its subrecipient or contractor, or any non-federal entity to which the SUBRECIPIENT makes a subaward, and is invoiced by the vendor.
- o. SUBRECIPIENTS shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The SUBRECIPIENT may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

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

4. CLOSEOUT

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

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

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

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

5. DOCUMENTATION / REPORTING REQUIREMENTS

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

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

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

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

6. TIME EXTENSIONS

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

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

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

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

7. PROCUREMENT

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

8. SUBRECIPIENT MONITORING:

- a. The DEPARTMENT will monitor the activities of the SUBRECIPIENT from award to closeout. The goal of the DEPARTMENT's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the SUBRECIPIENT shall complete and return to the DEPARTMENT 2 CFR Part 200 Subpart F Audit Certification Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.
- c. Monitoring activities may include, but are not limited to:
 - i. review of financial and performance reports;
 - ii. monitoring and documenting the completion of Agreement deliverables;
 - iii. documentation of phone calls, meetings, e-mails, and correspondence;
 - iv. review of reimbursement requests and supporting documentation to ensure eligibility and consistency with Agreement work plan, budget, and federal requirements;
 - v. observation and documentation of Agreement related activities;
 - vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The SUBRECIPIENT is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200 Subpart F, for any non-federal entity to which the SUBRECIPIENT makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan. If the SUBRECIPIENT fails to comply with federal or state statutes or regulations, or the terms and conditions of this Agreement, the DEPARTMENT may impose any additional subaward conditions as described in 2 CFR 200.208. If the DEPARTMENT determines that noncompliance cannot be remedied by imposing additional conditions, it may take one or more of the following actions:

- i. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.
 - ii. Wholly or partially suspend or terminate the subaward to the SUBRECIPIENT.
 - iii. Initiate suspension or debarment proceedings under 2 CFR 180 or recommend such a proceeding be initiated by the federal awarding agency.
 - iv. Withhold further federal awards for the project or program.
 - v. Take any other remedies that may be legally available.
- f. The DEPARTMENT agrees to:
- i. Provide technical assistance during all monitoring or evaluation activities. The DEPARTMENT will coordinate and schedule the meetings necessary to conduct and complete all monitoring and evaluation activities.
 - ii. Develop the SUBRECIPIENT's project worksheet(s) (PW) and supporting attachments with FEMA and the SUBRECIPIENT's assistance based upon the costs determined to be eligible.
 - iii. Submit the SUBRECIPIENT's funding package to FEMA.
 - iv. Notify the SUBRECIPIENT when funding approval is received, issue payment per the process described above see Article II, A.4 – Payments, and provide the SUBRECIPIENT with a copy of the approved project worksheet.
 - v. Work with the SUBRECIPIENT to resolve any issues identified during the monitoring process.
 - vi. Review and respond appropriately to the SUBRECIPIENT's requests for time extensions and changes.

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

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

A. FEMA STATE AGREEMENT TERMS AND CONDITIONS

As a subrecipient of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS/FEMA terms and conditions of the Presidential Declaration and the FEMA State Agreement, which are incorporated in and made a part of this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated February 15, 2024 (**Attachment 4**).

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

A.1 DEFINITIONS

As used throughout this Agreement, the following terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

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

A.2 ADVANCE PAYMENTS

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

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

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

A.3 AMENDMENTS AND MODIFICATIONS

The SUBRECIPIENT or the DEPARTMENT may request, in writing, an amendment or modification of this Agreement. Modifications may be requested for Grant Agreement end date, budget or scope change. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the DEPARTMENT and the SUBRECIPIENT. No other understandings or agreements, written or oral, shall be binding on the parties.

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990 , PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

Except as provided herein, 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. If the ADA does not apply to the Subrecipient because the Subrecipient is a federal recognized Indian Tribe, then the acceptance by the Tribe of, or acquiescence to, these General Terms and Conditions does not change or alter its

inapplicability to the Indian Tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

A.5 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH

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

A.6 ASSURANCES

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations. In addition, as a SUBRECIPIENT of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS terms and conditions as specified in Appendix F of the Washington State Public Assistance Applicant Manual dated February 15, 2024 incorporated in this Agreement as **Attachment 4**.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

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

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

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

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

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

The SUBRECIPIENT and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, as supplemented by Department of Labor regulations (41 CFR chapter 60); Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Title 44 of the Federal Regulations, 2 CFR Part 3002, Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

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

In the event of the SUBRECIPIENT's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the DEPARTMENT may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion.

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

A.10 CONFLICT OF INTEREST

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

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

A.11 CONTRACTING & PROCUREMENT

a. The SUBRECIPIENT shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.326 Contract Provisions.

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

1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-](#)

- [1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 5. Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
 7. Clean Air Act ([42 U.S.C. 7401-7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement

Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
10. Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
11. Notice of Federal awarding agency requirements and regulations pertaining to reporting.
12. Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
13. Access by the DEPARTMENT, the SUBRECIPIENT, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
14. Retention of all required records for six years after the SUBRECIPIENT has made final payments and all other pending matters are closed.
15. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
16. Pursuant to Executive Order 13858 "Strengthening Buy-American Preferences for Infrastructure Projects," the DEPARTMENT encourages SUBRECIPIENTS to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement and other manufactured products produced in the United States, in Public Assistance and Hazard Mitigation Grant Program eligible public infrastructure repair and construction projects affecting surface transportation, ports, water resources including sewer and drinking water and power. Such preference must be consistent with the law, including cost and contracting requirements of 2 CFR Part 200.
17. The DEPARTMENT reserves the right to review the SUBRECIPIENT procurement plans and documents, and require the SUBRECIPIENT to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 2 CFR 200.326. The SUBRECIPIENT must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the SUBRECIPIENT and DEPARTMENT to make a determination on eligibility of project costs.
18. All sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.12 DISCLOSURE

The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the SUBRECIPIENT's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the DEPARTMENT or as required to comply with the state Public Records Act, other law, or court order.

A.13 DISPUTES

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

A.14 DUPLICATION OF BENEFITS

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

A.15 HAZARDOUS SUBSTANCES

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

A.16 LEGAL RELATIONS

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

To the extent allowed by law, the SUBRECIPIENT, its successors or assigns, will protect, save and hold harmless the DEPARTMENT, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the SUBRECIPIENT, its sub-contractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

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

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

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

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

A.17 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

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

A.18 LOSS OR REDUCTION OF FUNDING

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

A.19 NONASSIGNABILITY

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

A.20 NONDISCRIMINATION

The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.21 NOTICES

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

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

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

A.23 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

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

A.24 POLITICAL ACTIVITY

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

A.25 PRIVACY

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

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

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

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

A.26 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

A.27 PUBLICITY

The SUBRECIPIENT agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Agreement wherein the DEPARTMENT’s name is mentioned or language used from which the connection of the DEPARTMENT’s name may, in the DEPARTMENT’s judgment, be inferred or implied. The SUBRECIPIENT agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUBRECIPIENT may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

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

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

A.28 RECAPTURE PROVISION

In the event the SUBRECIPIENT fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the SUBRECIPIENT of funds under this recapture provision shall occur within 30 days of demand. In the event the DEPARTMENT is required to institute legal proceedings to

enforce the recapture provision, the DEPARTMENT shall be entitled to its costs and expenses thereof, including attorney fees.

A.29 RECORDS AND REPORTS

- a. The SUBRECIPIENT agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUBRECIPIENT's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The SUBRECIPIENT's records related to this Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the SUBRECIPIENT with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the SUBRECIPIENT for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUBRECIPIENT's normal working day.
- d. The SUBRECIPIENT shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) year must be followed.

A.30 RECOVERY OF FUNDS

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

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

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

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

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

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

A.32 SEVERABILITY

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

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

Non-federal entities as subrecipients that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term “non-federal entity” means a State, local government, Indian Tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.

SUBRECIPIENTS that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The SUBRECIPIENT has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor’s Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.

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

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

The SUBRECIPIENT must respond to DEPARTMENT requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

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

Contracts.Office@mil.wa.gov

Subject: Subrecipient Name, Single Audit and Corrective Action Plan

OR

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

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

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

The SUBRECIPIENT shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT’s failure to comply with said audit requirements may result in one or more of the following actions in the DEPARTMENT’s sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.34 SUBRECIPIENT NOT EMPLOYEE

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

It is understood that if the SUBRECIPIENT is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right and not by reason of this Agreement.

A.35 TAXES, FEES AND LICENSES

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

A.36 TERMINATION FOR CONVENIENCE

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

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

A.37 TERMINATION OR SUSPENSION FOR CAUSE

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

The DEPARTMENT may notify the SUBRECIPIENT in writing of the need to take corrective action and provide a period of time in which to cure. The DEPARTMENT is not required to allow the SUBRECIPIENT an opportunity to cure if it is not feasible as determined solely within the DEPARTMENT's discretion. Any time allowed for cure shall not diminish or eliminate the SUBRECIPIENT's liability for damages or otherwise affect any other remedies available to the DEPARTMENT. If the DEPARTMENT allows the SUBRECIPIENT an opportunity to cure, the DEPARTMENT shall notify the SUBRECIPIENT in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the DEPARTMENT, or if such corrective action is deemed by the DEPARTMENT to be insufficient, the Agreement may be terminated in whole or in part.

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

In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or

cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the SUBRECIPIENT: (1) was not in default or material breach, or (2) failure to perform was outside of the SUBRECIPIENT's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.38 TERMINATION PROCEDURES

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

If the termination is for convenience, the DEPARTMENT shall pay to the SUBRECIPIENT the agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the DEPARTMENT prior to the effective date of Agreement termination, and the amount agreed upon by the SUBRECIPIENT and the DEPARTMENT for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the DEPARTMENT, (iii) other work, services and/or equipment or supplies which are accepted by the DEPARTMENT, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the DEPARTMENT shall determine the extent of the liability of the DEPARTMENT. The DEPARTMENT shall have no other obligation to the SUBRECIPIENT for termination. The DEPARTMENT may withhold from any amounts due the SUBRECIPIENT such sum as the DEPARTMENT determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the DEPARTMENT in writing, the SUBRECIPIENT shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUBRECIPIENT under the orders and sub-contracts so terminated, in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the DEPARTMENT any property which, if the Agreement had been completed, would have been required to be furnished to the DEPARTMENT;
- f. Complete performance of such part of the work as shall not have been terminated by the DEPARTMENT in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the DEPARTMENT may require, for the protection and preservation of the property related to this Agreement which is in the possession of the SUBRECIPIENT and in which the DEPARTMENT has or may acquire an interest.

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

The SUBRECIPIENT shall comply with 2 CFR §200.321 and will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when

possible and will take all necessary affirmative steps to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The following steps are required by the subrecipient if any contracts with contractors or sub-contractors are entered into under the original contract award:

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

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

A.40 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Except for as provided herein, venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington, and the Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington. Provides, that if the Subrecipient is a federally recognized Indian Tribe, the parties agree that, in the event either party to this Agreement commences any suit relating to or arising from the Agreement, the United States District Court for the Western District of the State of Washington shall have the sole and exclusive jurisdiction over such proceeding. If the court lacks federal subject matter jurisdiction, then the Tribe agrees to waive its sovereign immunity from suit for the limited purpose of permitting the State to enforce the terms of this Agreement in the Superior Court of Washington under Washington law, and venue for such suit shall be the Superior Court of Thurston County, Washington. This limited waiver of sovereign immunity is solely for the benefit of the State. This limited waiver of sovereign immunity shall not be for, nor shall it be construed as for, the benefit of any other person or entity, and the Tribe does not waive its immunity with respect to any action brought by, or on behalf of, any other entity or person.

A.41 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the DEPARTMENT in writing. The DEPARTMENT's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

PROJECT WORKSHEET SAMPLE

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

HOW TO COMPLETE THE SUPPLEMENTAL CONTRACTING DOCUMENTS

Event Information:

Disaster Number:	
Event Name:	Aug 2023 Wildfires
Declaration Date:	February 15, 2024
Contract #:	
FIPS #:	

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

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

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

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

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

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

Tax Identification Number:	
State Business # (UBI):	
Unique Entity ID (UEI):	

If you do not know your organization's UEI #, please contact your comptroller, accountant, or finance department. They should be able to give it to you. Smaller jurisdictions (such as irrigation districts) may not already have one, but you can register your organization on SAM.gov. An entity registration allows your organization the opportunity to receive Federal grant assistance. When registering your organization, please be included in the public search. The following information is requested:

- Legal Business Name
- Physical Address (A post office box may not be used as your physical address)
- Date of Incorporation
- State of Incorporation

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

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

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

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

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

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

Contact Person:	
Phone:	
Fax:	
Email:	

6. Type of Applicant.

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

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

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

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

Name:	
Title:	
Phone:	
Fax:	
Email:	

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

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

Name:	
Title:	
Phone:	
Fax:	
Email:	

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

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

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

Name:	Title:

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

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

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

Name:	Title:
Name:	Title:

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

Name:
Email:
Phone:

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

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

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

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

Re: Designated Applicant Agent

Dear Mr. Urbas:

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

Disaster: 4759-DR-Aug 2023 Wildfires

Applicant:

Applicant Agent:

Alternate Applicant Agent:

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

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

Sincerely,

**Designation of Applicant's Agent
Resolution**

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

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

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

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

agency established under the laws of the state of Washington.

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

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

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

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

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

Certification

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

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

Date: _____

(Official Position)

(Signature)

DISASTER ASSISTANCE APPLICATION

DEM - 131

Application Identifier:

State Number: _____

Federal Disaster Number: 4759-DR-WA

Federal Catalog Number: 97.036

Title: Disaster Assistance Grants

Declaration Date: February 15, 2024

Applicant's FEMA Project Application Number:

Legal Applicant Recipient:

Applicant's Name:

Street Address:

Mailing Address:

City:

State: WA

County:

Zip Code:

Applicant Agent:

Name: _____

Title: _____

Signature: _____

Contact Information:

Phone: _____

Fax: _____

E-mail: _____

Date: _____

Alternate Applicant Agent:

Name: _____

Title: _____

Signature: _____

Phone: _____

Fax: _____

E-mail: _____

Date: _____

Type of Applicant:

A - State

B - County

C - City

D - School District

E - Special Purpose District

F - Higher Educational Institution

G - Indian Tribe

H - Private NonProfit

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

Enter Appropriate Letter _____

Congressional District Number: _____

State Legislative District Number: _____

Governor's Authorized Representative:

Signature _____

Date: _____

NOTE: Shaded blocks for WA EMD use.

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.

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION	DATE SUBMITTED
PROJECT DESCRIPTION	CONTRACT NUMBER

1. AUTHORIZING AUTHORITY

SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

SIGNATURE	PRINT OR TYPE NAME	TITLE

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

SIGNATURE	PRINT OR TYPE NAME	TITLE

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
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 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.

Social security number
+

or

Employer identification number
+

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

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. person (including a U.S. resident alien).

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 4.)

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

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, 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.

Note. If 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

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

- The U.S. owner of a disregarded entity and not the entity,

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME		Doing business as (DBA)	
ADDRESS	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #:
This certification is submitted as part of a request to contract.			

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

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

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

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

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

Bidder or Contractor Signature: _____

Date: _____

Print Name and Title: _____



WASHINGTON MILITARY DEPARTMENT

Audit Certification and FFATA Reporting Form

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

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

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

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

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

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

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

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

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

Signature of Authorized Financial Representative:

Date:

Statewide Vendor Number:

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

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 24-669**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A
RECREATION SOFTWARE SERVICE AGREEMENT WITH DAYSMART
RECREATION FOR THE CITY OF MEDICAL LAKE, WASHINGTON**

WHEREAS, the City of Medical Lake (“City”) needs updated recreation software;
and

WHEREAS, City staff has recommended that the City acquire recreation software services through DaySmart Recreation (“Service Provider”); and

WHEREAS, the Service Provider has described the terms of the service agreement in Exhibit A (“Agreement”).

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE, WASHINGTON as follows:

Section 1. Approval of Agreement. The Council hereby approves the Agreement in the form attached to this Resolution as Exhibit “A”, and by reference incorporated herein.

Section 2. Authorization. The Mayor is authorized and directed to execute the Agreement on behalf of the City in substantially the form attached as Exhibit “A”. The Mayor and Finance Director/City Clerk are each hereby authorized and directed to take such further action as may be appropriate to affect the purpose of this Resolution and the Agreement authorized hereby.

Section 3. Severability. If any section, sentence, clause, or phrase of this Resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 2nd day of April 2024.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Finance Director, Koss Ronholt

City Attorney, Sean P. Boutz



Service Agreement

Dash Platform, LLC (dba DaySmart Recreation) (“We”) and **City of Medical Lake** (“Client” or “You”) agree to enter into this Service Agreement which covers all of the terms described herein, including the terms described below, any Exhibits and the DaySmart Recreation standard **Terms of Service** found here: <https://www.daysmart.com/recreation/terms-of-service> (collectively, the “Agreement”). This Agreement will commence on the date the Agreement is signed by both parties (“Effective Date”) and will be in force for thirty-six (36) months (the “Initial Term”). In the event that neither party gives ninety (90) days-notice to terminate prior to the end of the Initial Term or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.

Required Fees (Annual Subscription & Training)

The discounted fees listed below for Annual Subscription and FREE Virtual Onboarding & Training are effective through **March 31 2024 5:00PM PDT** and will expire if the service agreement has not been fully executed by that time. Below is a 3-year forecast of the fees you will incur to use DaySmart Recreation. The Annual Subscription Fee includes support, maintenance, hosting and updates. All Credit Card & ACH Processing Fees are separate and are **not** included in the fees listed in the grid below. The Annual Subscription is subject to an annual inflationary increase (5.0%) as illustrated in the grid below. **All fees listed in U.S. Dollars.**

Year	Discounted Annual Fee	Standard Annual Fee	Virtual Onboarding & Training	Standard Training Fee
Year 1	\$7,200	\$9,000	Waived/Free	\$1,110
March Incentive	-\$1,800		3 months free subscription	
Year 2	\$7,560	\$9,150	N/A	N/A
Year 3	\$7,938	\$9,323	N/A	N/A

Virtual Onboarding & Training Fees

We are offering **12 Hours of FREE** virtual onboarding & training. If you require more hours than we have allotted, you will be charged additionally at \$120/hour. **Note:** You will have a maximum of 6 months from the agreement signing date to use the allotted training hours.

Payment Terms

- First year subscription fee + one-time virtual onboarding & training fee shall be invoiced after the Agreement has been signed by both parties
- Renewals shall be invoiced on the Effective Date of relevant calendar years beginning with the second year of service
- Payment Terms are **Net 60 Days** on all invoices
- Acceptable Payment Methods for Annual Billings are as follows
 - o Check
 - o ACH (initiated by DaySmart Recreation)
 - o Credit Card (+ 3% service fee)

Delinquency – In the event of any delinquency in payment, we may, at our discretion: (i) add an additional 1.5% (or the highest amount allowed by law, whichever is lower) per month to the delinquent fees, (ii) suspend Client access to the use of DaySmart Recreation Services, or (iii) terminate this Agreement upon notice. Charges do not include any applicable sales, use or other taxes, which are the responsibility of the Client. You will be liable for any fees incurred by DaySmart Recreation in connection with the collection of unpaid fees.

Optional Fees/Services

Below is a list of ***optional*** services with fees if you elect to use these third-party services. Some of these services (Twilio & Constant Contact) will require you to create and manage your own account with the third party. These services are ***not*** required to operate DaySmart Recreation. They are in place to enhance the use of the software.

Text Messaging

- 3rd Party Twilio (<https://twilio.com>)
- Fee TBD – You must create/manage your own account
- Note DaySmart Rec offers FREE text messaging within the app. However, the FREE service requires staff to manage mobile phone carriers for all customers. Twilio allows texting without needing the customer’s phone carrier which is a more efficient way to manage text messaging.

Enhanced Emailing

- 3rd Party Constant Contact (<https://constantcontact.com>)
- Fee TBD – You must create/manage your own account
- Note DaySmart Rec offers FREE emailing within the app. However, if you want to send out enhanced emails along with tracking the activity of those emails (ex: open rates, click rates, etc.) we would recommend using our integration with Constant Contact.

Electronic Signature (Rental Contracts)

- 3rd Party HelloSign (<https://hellosign.com>)
- Fee \$0.99 per signature
- Note If you want to upload the facility rental contracts into HelloSign to allow customers to electronically agree and sign, the cost is \$0.99 per signature/document.

TV Display (Event List)

- 3rd Party Reach Media (<https://reachmedianetwork.com>)
- Fee \$49.00 per month
- Note DaySmart Rec offers FREE schedule display if you want to display daily event schedules on a TV display in the lobby of any facility. However, if you’d prefer advanced features like paid ads (from local businesses, etc.) we would recommend the integration with Reach Media which will then cost you \$49.00 per month to use this service.

Customer Service & Support

The following customer support services are included with your Subscription Fees

- **Online Support Library** – Includes videos, tutorials, white papers, how-to guides and help FAQ's
- **Online Chat** – Communications via Chat with the DaySmart Recreation Customer Service team.
- **Email** – Communications via Email with the DaySmart Recreation Customer Service team.
- **Phone** – Communications via Phone with the DaySmart Recreation Customer Service team.
- **Emergency Support** – Available 24 hours a day, seven days a week to resolve outage issues or compromised service issues.
- **Customer Support Hours** – 11:00 AM – 9:00 PM EST, Monday through Friday. Email: rec-support@daysmart.com. After hours, the Customer Service team monitors the Chat and Email inbound queues and will respond as necessary.

Termination

Either party may terminate this Agreement (i) upon sixty (60) days written notice to the other party if the other party materially breaches any provision of this Agreement and such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. After the Initial Term, either party may terminate this Agreement with ninety (90) days written notice.

Additionally, DaySmart Recreation may terminate this Agreement as set forth in the ***Terms of Service*** or for delinquency of payments upon notice.

Acceptance

We, the undersigned, agreeing to the conditions specified in this Agreement, understand and authorize the provision of services and fees in this Agreement.

City of Medical Lake**DaySmart Recreation**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 24-670**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A
GRANT AGREEMENT AND FUNDING WITH THE WASHINGTON STATE
TRANSPORTATION IMPROVEMENT BOARD**

WHEREAS, on March 22, 2024, the City of Medical Lake was awarded One Million Five Hundred Eighty-Six Thousand Seven Hundred and Twenty Dollars (\$1,586,720.00) for the Lefevre Street Pedestrian/Bike improvements for Hancock street to Brooks road from the Washington State Transportation Improvement Board (“TIB”), pursuant to TIB project number C-E-897(001)-1; and

WHEREAS, the TIB has awarded the City of Medical Lake Ninety-Four Percent (94%) of approved eligible project costs with a maximum grant of \$1,586,720.00; and

WHEREAS, the parties will enter into a Grant Agreement (“Agreement”) consistent with the TIB award; and

WHEREAS, City Staff recommends the City accept the TIB award contained in Exhibit “A” and enter into the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE, WASHINGTON as follows:

Section 1. Approval of Agreement. The Council hereby approves the Agreement in the form attached to this Resolution as Exhibit “B” and by reference incorporated herein.

Section 2. Authorization. The Mayor is authorized and directed to execute the Agreement on behalf of the City in substantially the form attached as Exhibit “B”. The Mayor and Finance Director/City Clerk are each hereby authorized and directed to take such further action as may be appropriate in order to affect the purpose of this Resolution and the Agreement authorized hereby.

Section 3. Severability. If any section, sentence, clause, or phrase of this Resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED this ___ day of _____, 2024.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

City Attorney, Sean P. Boutz



Washington State Transportation Improvement Board



TIB Members

Chair

Councilmember Sam Low
Snohomish County

Vice Chair

Mayor Hilda González
City of Granger

Amy Asher

Mason Transit Authority

Aaron Butters

HW Lochner Inc.

Susan Carter

Hopelink

Kent Cash

Port of Vancouver

Barbara Chamberlain

WSDOT

Elizabeth Chamberlain

City of Walla Walla

Dongho Chang

WSDOT

Scott Chesney

Spokane County

Vicky Clarke

Cascade Bicycle Club and Washington Bikes

Andrew Denham

Town of Twisp

Commissioner Al French

Spokane County

Commissioner Scott Hutsell

Lincoln County

Councilmember Jon Pascal

City of Kirkland

Les Reardanz

Whatcom Transportation Authority

Peter Rogalsky

City of Richland

Mayor Kim Roscoe

City of Fife

Maria Thomas

Office of Financial Management

Jennifer Walker

Thurston County

Jane Wall

County Road Administration Board

Ashley Probart

Executive Director

P.O. Box 40901

Olympia, WA 98504-0901

Phone: 360-586-1140

www.tib.wa.gov

March 22, 2024

The Honorable Terri Cooper, Mayor
City of Medical Lake
Post Office Box 369
Medical Lake, WA 99022

Dear Mayor Terri Cooper:

Congratulations! The Transportation Improvement Board (TIB) is pleased to announce the selection of your early opportunity Complete Streets project, Lefevre Street (SR 902) Ped/bike improvements, Hancock Street North to Brooks Road, TIB project number C-E-897(001)-1.

This project is supported with funding from Washington's Climate Commitment Act (CCA). The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.

TIB is awarding 94.0000% of approved eligible project costs with a maximum grant of \$1,586,720.

Before any reimbursable work is permitted on this project, you *must* email a signed copy of the below documents and receive *approval* from TIB:

- Project Funding Status Form (verify the information is correct)
- Grant Agreement

All early opportunity Complete Streets projects must be **constructed by December 31, 2024, and closeout paperwork must be completed by April 1, 2025.**

If you have any questions or concerns about the above requirements, please contact your region engineer, Andrew Beagle, at AndrewB@tib.wa.gov.

Sincerely,

Ashley Probart
Executive Director

City of Medical Lake
C-E-897(001)-1
Lefevre Street (SR 902) Ped/bike improvements
Hancock Street North to Brooks Road

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Medical Lake
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Lefevre Street (SR 902) Ped/bike improvements, Hancock Street North to Brooks Road (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of MEDICAL LAKE, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 94.0000% percent of approved eligible project costs up to the amount of \$1,586,720, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW and/or chapter 47.04 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as

often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed April 1, 2025 unless amended by the Parties.

6.0 AMENDMENTS

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

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue and other revenue sources. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose. The obligations of this Section shall survive termination of this Agreement.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060 and/or WAC 479-10-575. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that

maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.

12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or 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 provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



Project Funding Status Form

Agency Name: **MEDICAL LAKE**
Project Name: **Lefevre Street (SR 902) Ped/Bike Improvements**
Hancock Street North to Brooks Road

TIB Project Number: **C-E-897(001)-1**

Verify the information below and revise if necessary.
Submit by emailing this completed form to your TIB Region Engineer.

PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
MEDICAL LAKE	101,280	
WSDOT	0	
TOTAL LOCAL FUNDS	101,280	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

Signature

Date

Printed or Typed Name

Title

Financial Officer

Signature

Date

Printed or Typed Name

Title

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
ORDINANCE NO. 1122**

AN ORDINANCE OF THE CITY OF MEDICAL LAKE, WASHINGTON, ADOPTING CERTAIN HISTORIC PRESERVATION PROVISIONS IN THE SPOKANE COUNTY CODE BY REFERENCE, AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, City of Medical Lake is a municipal corporation of the State of Washington; and

WHEREAS, Spokane County and the City of Spokane have established a Historic Preservation Office and Spokane County has provided a vehicle for the City of Medical Lake to obtain landmark designation and protection services (“Services”); and

WHEREAS, the City desires to protect and preserve the historic buildings, structures, districts, sites, objects, landscapes and archaeological sites within the City for the benefit of present and future generations; and

WHEREAS, the City desires to enter into a contract with the County to obtain Services; and

WHEREAS, said contract requires the City to adopt certain specific provisions of the Spokane County Code;

NOW, THEREFORE, the City Council of the City of Medical Lake, Washington does ordain as follows:

Section 1. Action. There is hereby added to the Medical Lake Municipal Code Chapter 2.40, Chapter 1.48 of the Spokane County Code, Historic Preservation, adopted by reference to read as follows: Chapter 2.40 Spokane County Code Chapter 1.48, Historic Preservation, Adopted by reference. Chapter 1.48 of the Spokane County Code, Historic Preservation, as currently enacted or hereafter amended, is hereby adopted by reference as fully set forth herein.

Section 2. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 4. Effective Date. This Ordinance shall be in full force and effect five (5) days after publication of this Ordinance or a summary thereof in the official newspaper of the City as provided by law.

PASSED by the City Council this _____ day of _____, 2024.

Mayor, Terri Cooper

ATTEST:

Finance Director/City Clerk Koss Ronholt

APPROVED AS TO FORM:

City Attorney, Sean P. Boutz

Date of Publication:

Effective Date:



To: Mayor and City Council
From: Sonny Weathers, City Administrator
TOPIC: HISTORIC PRESERVATION ORDINANCE 1122

Requested Action:

Staff recommends approval of Ordinance 1122 Historic Preservation. This ordinance adopts Spokane County Code Chapter 1.48 Historic Preservation by reference, thereby satisfying the forthcoming Interlocal Agreement requirement to have a Historic Preservation Ordinance.

Key Points:

Medical Lake’s vision includes meaningful connections to our history, and strategic objectives include protecting the historical and cultural character, managing the image, and enhancing the appearance of our City. An opportunity to address these objectives is found in partnering with the Spokane City/County Historic Preservation Office. To do so, the City must pass a Historic Preservation Ordinance that establishes regulations and procedures for the designation of historic sites and landmarks prior to signing an interlocal agreement with Spokane County and the Historic Preservation Office. Draft Ordinance 1122 seeks to adopt County Code Chapter 1.48 by reference, similar to the precedence set by our SCRAPS ILA and the adoption of related County Code. There is no cost associated with this opportunity, and it will only impact those property owners who meet the requirements and seek to designate their site as historic. Medical Lake Building and Planning staff will be minimally impacted by providing validation and ensuring compliance.

Background Discussion:

A new local business owner who is renovating her building was seeking to add it to a historic register and pursue related benefits. This led to Logan, from the Spokane City/County Historic Preservation Office, giving a presentation during the 2/20 Council meeting on the benefits of historic preservation and the process for Medical Lake to be served by the Historic Preservation Office at no cost.

Public Involvement:

This opportunity was introduced by interest of a local business owner.

Next Steps:

Ordinance 1122 Historic Preservation is before Council for a first read at this 4/2 Council meeting. If passed, a second read and adoption would take place at the 4/16 Council meeting. An Interlocal Agreement with Spokane County and the Historic Preservation Office will follow adoption of this ordinance and, once passed by both the City of Medical Lake and Spokane County, will fully provide a mechanism for interested property owners in the City of Medical Lake to apply.



SPOKANE CITY/COUNTY HISTORIC PRESERVATION OFFICE

Providing historic property protection and development services to the City of Spokane and Spokane County.



An Interlocal Agreement for Historic Preservation Services in Medical Lake

Why protect your community’s historic resources?

- It helps retain a sense of place
- Historic Preservation makes economic sense
- Makes use of existing resources
- Reflects a community’s unique heritage
- Historic Preservation can promote tourism

Perks to Having a Historic Preservation Program	Costs of Having a Historic Preservation Program
<p>Medical Lake residents can consult SHPO for technical services</p> <p>Properties in Medical Lake can be voluntarily listed on the Spokane Historic Register with owner consent</p> <p>Owners of historic properties can receive incentives</p> <p>Retain Medical Lake’s historic character through design review of buildings listed on the historic register</p>	<p>No cost as long as county funding remains stable</p> <p>Property owners are responsible for the same fees as any other nomination in Spokane County - \$50 residential and \$100 commercial</p>

Special Tax Valuation Incentive

- Enabling legislation passed in Washington in 1985
- Local government implements the law through ordinance
- Local government determines which property types are eligible
- Can be used for a substantial rehabilitation (25% of structure’s value) for either residential or commercial property
- 24 month period to complete rehabilitation prior to application
- Amount spent on rehab subtracted from property value for a period of ten years

Takeaways

- A local historic preservation program can be a catalyst for sparking investment in your historic properties
- Historic preservation can help protect your community’s identity and character
- There are incentives for preserving historic buildings
- Only you know what is worth protecting on the local level - local communities must be proactive toward saving their historic resources

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
ORDINANCE NO. 1122**

AN ORDINANCE OF THE CITY OF MEDICAL LAKE, WASHINGTON, ADOPTING CERTAIN HISTORIC PRESERVATION PROVISIONS IN THE SPOKANE COUNTY CODE BY REFERENCE, AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, City of Medical Lake is a municipal corporation of the State of Washington; and

WHEREAS, Spokane County and the City of Spokane have established a Historic Preservation Office and Spokane County has provided a vehicle for the City of Medical Lake to obtain landmark designation and protection services (“Services”); and

WHEREAS, the City desires to protect and preserve the historic buildings, structures, districts, sites, objects, landscapes and archaeological sites within the City for the benefit of present and future generations; and

WHEREAS, the City desires to enter into a contract with the County to obtain Services; and

WHEREAS, said contract requires the City to adopt certain specific provisions of the Spokane County Code;

NOW, THEREFORE, the City Council of the City of Medical Lake, Washington does ordain as follows:

Section 1. Action. There is hereby added to the Medical Lake Municipal Code Chapter 2.40, Chapter 1.48 of the Spokane County Code, Historic Preservation, adopted by reference to read as follows: Chapter 2.40 Spokane County Code Chapter 1.48, Historic Preservation, Adopted by reference. Chapter 1.48 of the Spokane County Code, Historic Preservation, as currently enacted or hereafter amended, is hereby adopted by reference as fully set forth herein.

Section 2. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 4. Effective Date. This Ordinance shall be in full force and effect five (5) days after publication of this Ordinance or a summary thereof in the official newspaper of the City as provided by law.

PASSED by the City Council this _____ day of _____, 2024.

Mayor, Terri Cooper

ATTEST:

Finance Director/City Clerk Koss Ronholt

APPROVED AS TO FORM:

City Attorney, Sean P. Boutz

Date of Publication:

Effective Date:

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
ORDINANCE NO. 1123**

**AN ORDINANCE OF THE CITY OF MEDICAL LAKE, WASHINGTON REPLACING
CHAPTER 11.08 AND REPEALING CHAPTER 11.16 IN TITLE 11 OF THE CITY OF
MEDICAL LAKE MUNICIPAL CODE**

WHEREAS, the City of Medical Lake (“City”) seeks to update current standards and procedures for various work and activity conducted or performed within the City’s right of way and related areas, including but not limited to, the application for and approval of right of way permits; and

WHEREAS, the City Council held a workshop on March 5, 2024, to discuss and review the update to and removal of the pertinent right of way sections of the Medical Lake Municipal Code (“MLMC”) and related sections; and

WHEREAS, the City Council has determined that it would be in the best interest of the City to replace MLMC Chapter 11.08 with an updated and current right of way permitting and approval process therein; and

WHEREAS, in adopting a newly updated section to MLMC Chapter 11.08, the City Council has also determined that MLMC Chapter 11.16 is no longer necessary and can be addressed within the updated Chapter 11.08 as provided for in said chapter.

NOW, THEREFORE, the City Council of the City of Medical Lake, Washington, do ordain as follows:

Section 1. **Adoption.** The current Chapter 11.08 to Title 11 of the City of Medical Lake Municipal Code is hereby deleted in its entirety and the updated Chapter 11.08 is adopted as attached to this Ordinance as Exhibit A and incorporated herein.

Section 2. **Administrative Code Interpretations Authorized.** In the event of any question or uncertainty regarding the applicability of this Ordinance, the City Administrator, or his/her designee is hereby authorized to make such administrative code interpretations as may be necessary to implement this Ordinance.

Section 3. **Repealer.** Upon the Effective Date of this Ordinance, Chapter 11.16 of Title 11 the City of Medical Lake Municipal Code shall be repealed in its entirety and shall have no further force or effect of law.

Section 4. **Severability.** If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 5. Effective Date. This Ordinance shall be in full force and effect five (5) days after publication of this Ordinance or a summary thereof in the official newspaper of the City as provided by law.

PASSED by the City Council this _____ day of April, 2024.

Terri Cooper, Mayor

ATTEST:

Koss Ronholt, City Clerk/Finance Director

APPROVED AS TO FORM:

Sean P. Boutz, City Attorney

RIGHT-OF-WAY TITLE 11 – STREETS AND SIDEWALKS

CHAPTER 11.08 – Right-of-Way Permit

11.08.010	Purpose
11.08.020	Permit
11.08.030	Permit Application
11.08.040	Permit Fee
11.08.050	Expiration, Renewal, and Extension
11.08.060	Evidence of Insurance
11.08.070	Bond
11.08.080	Notice Required
11.08.090	Construction Standards
11.08.100	Traffic Control
11.08.110	Inspections
11.08.120	Closeout
11.08.130	Damage to Existing Infrastructure
11.08.140	City’s Right to Restore Right-of-Way and Easements
11.08.150	Restoration and Completion
11.08.160	Indemnification and Hold Harmless
11.08.170	Rules and Policy
11.08.180	Violations
11.08.190	Liability

11.08.010 Purpose.

This chapter establishes the requirements for obtaining a permit to perform work or undertake construction in the public right-of-way, except state highways, within the City of Medical Lake (“City”).

Construction activities include, but are not limited to, the following:

- A. Cutting, opening, excavating, boring, or other development in the City’s right-of-way, including any street, alley, sidewalk, curb, or other structure thereon; or
- B. Constructing, altering, repairing, or applying any substance to the surface of any street, alley, sidewalk, curb, or driveway; or
- C. Installing or replacing cables, wires or conduits upon, along, over, under, or across any City street, alley, City owned infrastructure, or City owned easement; or
- D. Any other development activity in the right-of-way, including utility work in City-held easements.

11.08.020 Permit.

A right-of-way permit is required of any person who performs construction activities or otherwise engages in an activity within existing or proposed City rights of way, streets, easements, or on City owned infrastructure. In the case of an emergency, a private or public utility may commence work

prior to obtaining a permit, provided the person responsible for the work obtains a right-of-way permit within five (5) working days after work is commenced.

No construction activities shall be performed by a provider of utility service until a franchise agreement has been executed by the City. The City Council reserves the right through franchise agreement to modify, waive or establish new or different conditions related to construction activities.

11.08.030 Permit Application.

No right-of-way permit shall be issued unless a written application is submitted and approved by the City. The application shall, at a minimum, contain the following:

- A. A complete and signed application form provided by the City;
- B. A description of the work to be performed or covered by the permit;
- C. A description of the location where the work is to be performed;
- D. A scaled drawing of the proposed work, if appropriate for the type of work proposed;
- E. The period of time during which the right-of-way will be obstructed;
- F. The estimated value of the proposed work;
- G. A traffic control plan, if the work impacts the traveling public in any way;
- H. Proof that the contractor and/or any subcontractor have satisfied all state licensing and insurance requirements; and
- I. A bond adequate to cover the work proposed as required by Section 11.08.070.

Depending upon the nature and extent of the construction activity, the City may require engineering, restoration and drainage plans prepared by a Washington licensed engineer at applicant's sole cost and expense.

11.08.040 Permit Fee.

Right-of-way permit fees shall be established by resolution of the City Council.

11.08.050 Expiration, Renewal, and Extension.

A permit issued pursuant to this chapter will expire and become null and void if the work it authorizes has not begun within thirty (30) days from the date of the permit. The City may grant a single extension of thirty (30) days for work that has not yet begun in its discretion. The City will not extend an expired permit. Upon beginning the permitted construction activity, the permittee must complete the work in a timely fashion. Once a permitted activity has begun, if it is not completed within ninety (90) days, the permit will expire if the permittee does not request an extension prior to the expiration of the permit.

After permitted work has commenced but prior to the expiration of the permit, the Public Works Director may grant an extension for the period reasonably required to complete the permitted work. If a permit has expired, a permit renewal may be granted by the Public Works Director within ninety (90) days of the date of expiration. The permit renewal fee will be one-half the then current permit fee amount required for a new permit for such work, provided no changes have been made, or will be made, to the original plans.

11.08.060 Evidence of Insurance.

The permittee shall furnish the City satisfactory evidence in writing that the permittee has in force, during the performance of the construction activity, commercial general liability insurance of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate duly issued by an insurance company authorized to do business in the state of Washington. In addition, the policy shall name the City as an additional named insured. The City may reduce the insurance limits if good cause exists, but such good cause does not create or require any obligation on the part of the City for such a reduction.

11.08.070 Bond.

Before a permit is issued, the applicant must deposit with the City a surety bond in the amount of one and one-half times the estimated cost of the construction activity, payable to the City. The required surety bond must be:

- A. With a good and sufficient surety;
- B. By a surety company authorized to transact business in Washington;
- C. Satisfactory to the City in form and substance; and
- D. Conditioned upon the permittee's compliance with this chapter and further conditioned to fill up, restore, and place in good and safe condition as near as may be to its original condition, and to the satisfaction of the Public Works Director, all openings and excavations made in streets, and to maintain any street where excavation is made in as good condition for the period of twenty-four (24) months after the work has been done, usual wear and tear excepted, as it was in before the work had commenced.

In the event of any suit or claim against the City by reason of the negligence or default of the permittee, or other available legal remedy, upon the City's giving written notice to the permittee of such suit or claim, any final judgment against the City requiring it to pay for such damage will be conclusive upon the permittee and the permittee's surety.

11.08.080 Notice Required.

The permittee shall notify the City no less than three (3) working days before any work or activity commences. The permittee shall notify the City no less than one (1) working day after the project has been completed.

11.08.090 Construction Standards.

All work within the City right-of-way shall be in accordance with adopted City standards in effect at the time of the application for the permit. These include, but are not limited to, current versions of the Spokane County standards for road and sewer construction as adopted by the City, including currently or hereafter; the "Manual on Uniform Traffic Control Devices" (MUTCD); Washington state department of transportation (WSDOT) standard specifications for road, bridge and municipal construction; and applicable standards of the American Public Works Association (APWA).

11.08.100 Traffic Control.

The permittee is responsible for all traffic control and assumes the responsibility to maintain appropriate signage, signals and barricades that protects the public safety, in accordance with the

MUTCD. The permittee shall provide for the safe operation of all equipment, vehicles, and persons within the right-of-way.

11.08.110 Inspections.

All work done under a permit issued pursuant to this chapter is subject to inspection by the City; the work will not be deemed complete until the City inspector accepts it as satisfactory.

Inspection approval may not be construed to be an approval of a violation of the provisions of this code or of other City ordinances. Inspections presuming to give authority to violate or cancel the provisions of this code or of other City ordinances are not valid.

The permittee must cause the work to be accessible and exposed for inspection. If inspection requires the removal or replacement of material, the City is not liable for the expense of the removal or replacement of such material.

After all the work that is required and/or is authorized by the permit has been completed, the City will perform a final inspection.

11.08.120 Closeout.

If required by the City, after all the work is completed and a final inspection conducted, the permittee must submit a reproducible set of plans in hard copy and an approved electronic format for all improvements showing all construction changes, such as location of culverts, alignment and grade changes, added and deleted items, changes to street and sidewalk pavement (type, width, and section depth), pedestrian curb ramps, medians, signing, striping, street lighting, trees and plantings, location of utilities, water valves, sewer connection, etc. The as-built plans may be required to be prepared and stamped by a licensed engineer and submitted prior to final acceptance of all improvements. Failure to file as-built plans when required is a violation of the permit.

11.08.130 Damage to Existing Infrastructure.

All damage to existing public or private infrastructure and/or property during the progress of the construction activity shall be repaired by the permittee. Methods and materials for such repair shall conform to adopted City standards. If the permittee fails to furnish the necessary labor and materials for such repairs, the City shall have the authority to cause said necessary labor and materials to be furnished by the City and the cost shall be charged against the permittee. Such charge shall be immediately paid by the permittee and shall, if not paid on demand, be deemed a valid claim on the bond filed with the City.

11.08.140 City's Right to Restore Right-of-Way and Easements.

If the permittee fails to restore any City right-of-way or easement to its original and proper condition upon the expiration of the time fixed by such permit or shall otherwise fail to complete the right-of-way construction activity covered by such permit or if the work of the permittee is defective and the defect is discovered within one (1) year from the completion of the right-of-way construction activity, the City or designee shall have the right to do all work and things necessary to restore the right-of-way and/or easement and to complete the right-of-way construction activity.

11.08.150 Restoration and Completion.

The permittee shall be liable for all costs and expenses of restoration or completion. The City shall have a cause of action for all fees, expenses and amounts paid for such work. Following demand, the City may enforce its rights pursuant to this section. No additional permits shall be granted until the invoice for the City-performed work has been paid.

11.08.160 Indemnification and Hold Harmless.

The permittee shall defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits, including attorney fees and costs, arising out of the permit issued under this chapter, except as may be caused by the negligence or willful conduct on the part of the City.

11.08.170 Rules and Policy.

To implement the right-of-way permit and provide for the public health and safety, the City, under the supervision of the City Administrator, may develop and adopt rules, policies and forms consistent with this chapter. All adopted policies shall be approved by the City Council and pertinent rules and forms filed with the City Clerk.

11.08.180 Violations.

Any person violating the provisions of this chapter shall be subject to all enforcement actions and penalties contained in City of Medical Lake Municipal Code Section 1.01.110.

11.08.190 Liability.

The express intent of the City is that the responsibility for compliance with the provisions of this chapter shall rest with the permittee and their agents. This chapter and its provisions are adopted with the express intent to protect the health, safety, and welfare of the general public and are not intended to protect any particular class of individuals or organizations.