City of Connell, Washington
CITY COUNCIL PRELIMINARY AGENDA

104 E. Adams St.
Remote Regular Meeting
May 4, 2020 6:00 PM

1. Remote Meeting Instructions:
   In compliance with Governor Inslee's Proclamation regarding the Open Public Meetings Act the City Council is holding remote meetings until further notice. The public may request to attend the meeting in "listen only" mode by contacting the City Clerk at 509-234-2701 ext. 1232 or by email at mortiz@connellwa.org. In addition, a link to the live meeting can be accessed on the City's website at www.cityofconnell.com. Members of the public wishing to comment on agenda items may submit comments to the City Clerk. Comments and request to attend must be made by 4:00 pm on the day of the meeting. Written comments may also be made during the Citizen Comment portion of the meeting for those attending in "listen only" mode by typing in the chat box.
2. CALL TO ORDER
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL
5. CORRESPONDENCE/PRESENTATIONS/APPOINTMENTS
6. CONSENT CALENDAR
   All matter listed within the Consent Calendar have been distributed to each member of the Connell City Council for reading and study, are considered to be routine, and will be enacted by one motion of the Council with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Calendar and placed on the Regular Agenda by request.

   a) Minutes of the Regular Council Meeting April 20, 2020
   b) Accounts payable 5/4/20 for $50,379.23
   c) Check Register 4/20/20 for $138,359.61
   d) Check Register 5/1/20 for $208.88
   e) Payroll Register 4/15/20 – 4/20/20 for $65,749.93

7. APPROVAL OF AGENDA

ORDER OF BUSINESS

8. ParConCo, General Settlement Agreement
9. WA State Military COVID-19 Public Assistance Grant Agreement & **Resolution No. 2020-04**

The public is welcome and encouraged to attend this meeting. The City of Connell wishes to provide reasonable access to all public meetings for individuals with disabilities. Please contact the City Clerk at least three business days prior to the meeting for accommodations to be arranged.

10. COMMITTEE, CITY ADMINISTRATOR, AND DEPARTMENT REPORTS
11. CITIZEN COMMENT/NON-AGENDA ITEMS
12. CITY COUNCIL CLOSING REMARKS
13. EXECUTIVE SESSION
14. ADJOURNMENT

CITY OF CONNELL Washington

THE MISSION OF THE CITY OF CONNELL IS:

To partner with the community, enriching the quality of life and delivering a range of services in a fiscally sustainable manner.

Engaging the public and embracing diversity, we maintain a focus on the future, remaining flexible and responsive, to foster a small-town character that supports growth.

MEETING OF THE CITY OF CONNELL, WASHINGTON
CONNELL, FRANKLIN COUNTY, WASHINGTON
April 6, 2020

The Regular meeting of the Connell City Council was called to order by Mayor Barrow at 6:14 pm in the City Hall.

ROLL CALL

VIA TELEPHONIC:

Councilmember's: John White, Katrina Kunkel, Pat Barrera, Mayor Pro Tem Joe Escalera, Public Works Director Hallie Tuck, Fire Chief Ken Woffenden and City Attorney Dan Hultgrenn.

EXCUSED: Mayor Pro Tem Escalera moved to excuse Councilmember Shelly Harper. Councilmember White seconded motion. Motion carried unanimously.

PRESENT: Mayor Lee Barrow, City Administrator Maria Peña, City Clerk Marissa Ortiz, and City Treasurer Genesis Bernal.

CONSENT CALENDAR

Motion: Mayor Pro Tem Escalera moved to approve the consent calendar as presented:

a) Minutes of the Emergency Council Meeting March 20, 2020
b) Accounts Payable 4/6/2020 for $78,295.40
c) Check Register 4/1/2020 for $208.32
d) Payroll Register 3/31/2020-4/3/2020 for $97,739.14

Councilmember Kunkel seconded motion. Motion carried unanimously.

APPROVAL OF AGENDA

Motion: Councilmember White moved to approve the agenda as presented. Mayor Pro Tem Escalera seconded motion. Motion carried unanimously.

ORDER OF BUSINESS

STATE OF WA DEPARTMENT OF CORRECTION – INMATE CREW RENEWAL AGREEMENT

Council had previously approved to extend the term of the Master Contract Agreement for the Inmate Work Crew Contract. City Clerk Marissa Ortiz reported the Department of Corrections next sent the Offender Project Description for review and approval. Aside from the extension of the existing agreement all other terms and conditions remained in full force and effect.

Councilmember Barrera abstained from voting.

Motion: Mayor Pro Tem Escalera moved to approve the Inmate Crew Work Description Agreement No. K11103 between Washington State Department of Corrections and City of Connell. Councilmember White seconded motion. Motion carried unanimously.

WEEKLY BANK DEPOSITS
Due to the recent closure of public access to City Hall and staff working remotely from home, it was necessary to amend the daily procedures that applied to banking deposits. City Treasurer Genesis Bernal provided Council with a memo granting an exception to the daily deposit schedule. Effective Monday, March 30, 2020, accounting clerks began depositing at a minimum of one time per week. Deposits were made on Friday of each week until the city resumed normal operations. Throughout the week and while the office was in receipt of checks, money orders, or cash received through the mail or the payment drop box, money would be properly secured in the locked safe. This applied to funds receipted for both Franklin PUD and City of Connell. City Treasurer Bernal stated that it remained the responsibility of our accounting clerks and office staff to ensure proper theft protection to reduce the risk of loss of public funds.

HIRING OF TEMPORARY EMPLOYEES
Public Works Director Hallie Tuck requested Council's approval to hire two temporary seasonal employees. They would help keep up with the maintenance throughout the City. Due to COVID-19 he was forced to split the public works crew into two groups, working five days on and five days off. Coyote Ridge had also suspended the off-site work crews. The City of Connell personnel policy addressed temporary employment, allowing it. There was a possibility that the City could be reimbursed from Franklin County Emergency Management.

Motion: Mayor Pro Tem Escalera moved to approve hiring two temporary employees in the Public Works Department. Councilmember Kunkel seconded motion. Motion carried unanimously.

TEMPORARILY ADJUSTING OPMA/PRA RULES
City Clerk Marissa Ortiz explained that on March 24, Governor Inslee issued a Governor's Proclamation 20-28 temporarily easing Open Public Meetings Act (OPMA) and Public Records Act (PRA) requirements. The Proclamation would remain in effect until midnight on April 23, unless extended beyond that date. The proclamation temporarily prohibited in person contacts with the public that were required by the Open Public Meetings Act (RCW 42.30) and Public Records Act (RCW 42.56). Also temporarily prohibited was to maintain business hours for public inspection and copying of records for a minimum of 30 hours per week. Some statutory language was suspended, the language required agencies to respond to PRA requests for public records within five business days from receipt. The City of Connell had extended the response time period to thirty business days. City Clerk Ortiz reminded Council that in response to the outbreak of the COVID-19, staff would continue to conduct City business efficiently and orderly, while maintaining the health and safety of Council, meeting participants and staff supporting those types of meetings. Therefore, the proclamation allowed the City to conduct business while remaining complaint with OPMA and PRA.

5TH AVE./FRANKLIN ST. & FULTON ST./CHELAN AVE. – WATER LINE BID RESULTS
Public Works Director Hallie Tuck provided Council with a detailed memo from Anderson Perry and Associates, Inc. regarding the bid results for the 5th/Franklin & Fulton/Chelan water line projects. The Engineer's estimate was at $459,023.06 and the bid totals ranged from $429,121.09 to $597,193.21. The lowest bidder was C & R Tractor and Landscaping, Inc. at $429,121.07.

Motion: Mayor Pro Tem Escalera moved to award the winning bid to C & R Tractor and Landscaping, Inc. Councilmember White seconded motion. Motion carried unanimously.

MEETING ADJOURNED

There being no further business before the City Council of Connell Mayor Barrow adjourned the meeting at 6:39 pm.

ATTEST: _____ _____
Marissa Ortiz, City Clerk Lee Barrow, Mayor

ACCOUNTS PAYABLE

City Of Connell
MCAG #: 0286

As Of: 05/04/2020

Time: 15:49:26 Date: 05/01/2020
Page: 1

Accts Pay #	Received	Date Due		Vendor	Amount	Memo
21525	05/04/2020	05/04/2020	4967	AHBL, Inc	443.75	General Planning - On Call Land Use Planning Services
21528	05/04/2020	05/04/2020	704	Avista Utilities, Avista Corporation	1,260.87	Natural Gas Bills3/24/20-4/22/20
21549	05/04/2020	05/04/2020	89	Benton County Prosecutor's Office	304.74	1st QTR Kids Haven Fees
21554	05/04/2020	05/04/2020	99	Big Bend Electric Cooperative, INC.	3,129.37	Electric Valve/sr-260, Communication Tower Service, Waste Treatment Plant April 2020
21533	05/04/2020	05/04/2020	5189	CR Solutions LLC	3,997.99	Telemetry Upgrade
21534	05/04/2020	05/04/2020	5564	Cascade Analytical Inc	295.00	WW Labs
21535	05/04/2020	05/04/2020	140	Cascade Earth Sciences Ltd	3,195.40	2020 ICMP And Sampling
21524	05/04/2020	05/04/2020	515	CenturyLink, Centurytel of Washington	340.53	Centurylink Bills
21529	05/04/2020	05/04/2020	5309	Community First Bank-Mastercard	67.05	Mastercard- Maria Pena
21530	05/04/2020	05/04/2020	5309	Community First Bank-Mastercard	44.38	Mastercard- Ivan Barragan
21532	05/04/2020	05/04/2020	5309	Community First Bank-Mastercard	464.18	Mastercard- Hallie Tuck
21544	05/04/2020	05/04/2020	5309	Community First Bank-Mastercard	120.04	Fire Department Supplys
21545	05/04/2020	05/04/2020	5309	Community First Bank-Mastercard	174.51	Mastercard- Genesis Bernal
21546	05/04/2020	05/04/2020	5309	Community First Bank-Mastercard	-125.00	Mastercard- Marissa Ortiz- Credit- Do Not Pay
21550	05/04/2020	05/04/2020	5309	Community First Bank-Mastercard	130.34	Mastercard- Onna Pollock
21556	05/04/2020	05/04/2020	5309	Community First Bank-Mastercard	269.21	Mastercard- :Lisa Alvarado
21557	05/04/2020	05/04/2020	5309	Community First Bank-Mastercard	1,596.55	Mastercard- Chris Turner
21561	05/04/2020	05/04/2020	5309	Community First Bank-Mastercard	9.00	Mastercard- Lee Barrow
21564	05/04/2020	05/04/2020	5309	Community First Bank-Mastercard	665.72	Mastercard- Ed Brown
21555	05/04/2020	05/04/2020	3640	Devfuzion, Rockwalla IT LLC	975.72	New Desktop Computer- Lisa Alvarado
21536	05/04/2020	05/04/2020	4490	Fastenal	743.25	Tools/Water For COVID-19
21563	05/04/2020	05/04/2020	2369	Ford Motor Credit Co. LLC	9,973.80	Fire Vehicle Lease Payment 2020
21565	05/04/2020	05/04/2020	2369	Ford Motor Credit Co. LLC	7,293.54	Public Works Annual Lease Payment- Jr's Truck
21548	05/04/2020	05/04/2020	296	Franklin County E911	2,720.92	1st QTR Radio Support Fees
21559	05/04/2020	05/04/2020	296	Franklin County E911	1,324.59	Emergency Communications
21523	05/04/2020	05/04/2020	5497	Franklin County Graphic LLC	93.00	SEPA Notice - Dollar General Published April 16
21531	05/04/2020	05/04/2020	4414	Interconnect Systems, Inc., Regent Corporation	1,152.33	Phone Support
21537	05/04/2020	05/04/2020	4414	Interconnect Systems, Inc., Regent Corporation	327.31	Software License/Support
21568	05/04/2020	05/04/2020	4436	Intermedia.net Inc.	165.68	April VOIP Services
21538	05/04/2020	05/04/2020	364	Irrigation Specialists, Inc	107.57	Irrigation Parts-Parks
21562	05/04/2020	05/04/2020	3351	JDT Sales and Repair	54.10	#121 LOF
21539	05/04/2020	05/04/2020	5168	Jordan Mechanical Group	875.34	HVAC Quarterly Maintenance
21566	05/04/2020	05/04/2020	400	Kuffel, Hultgrenn,	224.00	Attorney Professional Services- M-8358
21540	05/04/2020	05/04/2020	3156	Legacy Telecommunications, Inc.	5,178.17	Troubleshoot Generator LS #4/ Maintenance-load Testing Generators
21551	05/04/2020	05/04/2020	3898	Lourdes Medical Center	263.31	Inmate Medical
21526	05/04/2020	05/04/2020	3271	Municipal Emergency Services, Inc.	178.16	Infrared Thermometer

ACCOUNTS PAYABLE

City Of Connell
MCAG #: 0286

As Of: 05/04/2020

Time: 15:49:26 Date: 05/01/2020
Page: 2

Accts Pay #	Received	Date Due		Vendor	Amount	Memo
21541	05/04/2020	05/04/2020	479	Pacific Steel & Recycling	308.37	Metal For Shop
21543	05/04/2020	05/04/2020	521	Pasco Ranch And Home Inc, Attn:A/R	350.00	Clothing Allowance -Ed
21553	05/04/2020	05/04/2020	5329	Pollock, Onna	17.07	Supplies Purchased At Walgreens
21567	05/04/2020	05/04/2020	5525	Quadient	213.08	Meter Lease 5/16/20-8/15/20
21542	05/04/2020	05/04/2020	526	RDO Equipment Co.	275.89	Hydraulic Parts For Mini
21558	05/04/2020	05/04/2020	5569	Sarabia, Erik R	50.00	Canceled C.C Event Due To COVID-19 May 29 (4 Hours) & May 30th
21522	05/04/2020	05/04/2020	667	The Wesley Group, TWG Consulting Corp.	800.00	Police Labor Relations Consultation
21552	05/04/2020	05/04/2020	2953	Turner, Christopher	90.40	Supplies Purchased At Costco
21527	05/04/2020	05/04/2020	659	U.S. Post Office	240.00	First Class Permit Fee PI 1 2020
				Report Total:	50,379.23	

CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described and that the claim is a due and unpaid obligation against the City of Connell and that I am authorized to authenticate and certify to said claim.

( ) Finance Director ( ) Auditing Officer _____ Date:_____
( ) Deputy Finance Director

CHECK REGISTER

City Of Connell
MCAG #: 0286

04/20/2020 To: 04/20/2020

Time: 11:18:53 Date: 04/20/2020
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1290	04/20/2020	Claims	7	EFT	Merchant Services Bank of America/EFT	548.42	March Bank Card Fees
1291	04/20/2020	Payroll	7	EFT	Dept Of Labor/industries	11,949.98	1ST Quarter 01/01/2020 - 03/31/2020
1292	04/20/2020	Payroll	7	EFT	Employment Security Dept-PFML	1,382.26	Pay Cycle(s) 01/01/2020 To 03/31/2020 - PFML
1293	04/20/2020	Payroll	7	EFT	Employment Security Dept	681.02	1ST Quarter 01/01/2020 - 03/31/2020
1294	04/20/2020	Claims	7	EFT	St.of Washington Dept Of Revenue-EFT	7,218.58	March 2020 Exciese Tax Return
1295	04/20/2020	Claims	7	EFT	Xpress Solutions Inc Xpress Bill Pay/EFT	252.70	March 2020 Bank Card Fees
1296	04/20/2020	Claims	7	40116	Basin Disposal Inc.	216.84	Sanitation Bills 3/1/20-3/31/20
1297	04/20/2020	Claims	7	40117	Benton Franklin District Health	544.00	Water/WW Labs
1298	04/20/2020	Claims	7	40118	Business Interiors & Equipment	397.18	1st QTR Copier Maintenance
1299	04/20/2020	Claims	7	40119	Cascade Analytical Inc	93.00	Water Labs
1300	04/20/2020	Claims	7	40120	City Of Connell	17,151.12	March 2020 Utility Tax, Fire Suppression, Utility Bills
1301	04/20/2020	Claims	7	40121	City Of Kennewick	2,626.00	2ND QTR BI-PIN FEES
1302	04/20/2020	Claims	7	40122	City of Richland, WA	13,597.92	Dispatch Services; 2nd QTR Dispatch Services
1303	04/20/2020	Claims	7	40123	Code Publishing Company	3,872.08	Comp Plan Update Codification
1304	04/20/2020	Claims	7	40124	Connell Grange Supply Co.	1,306.18	Misc. Parts/Fuel
1305	04/20/2020	Claims	7	40125	Dept Of Licensing-Firearm	36.00	CPL's
1306	04/20/2020	Claims	7	40126	Rockwalla IT LLC Devfuzion	5.00	Remote Access Software Monthly Charge- Maria
1307	04/20/2020	Claims	7	40127	Fastenal	32.83	Drill Bits
1308	04/20/2020	Claims	7	40128	Ford Motor Credit Co. LLC	27,518.69	PD SUV's 1st Yearly Payment
1309	04/20/2020	Claims	7	40129	Franklin Co Corrections	1,489.01	Inmate Medical
1310	04/20/2020	Claims	7	40130	Franklin Co Pud	21,384.88	Electric Bills
1311	04/20/2020	Claims	7	40131	Franklin County Treasurer	2,587.65	District Court And Prosecutor's Office Charges- April 2020
1312	04/20/2020	Claims	7	40132	Grainger, Inc.	22.70	Batteries
1313	04/20/2020	Claims	7	40133	IBS	203.32	Electrical Terminals
1314	04/20/2020	Claims	7	40134	Irrigation Specialists, Inc	1,151.75	Irrigation Parts
1315	04/20/2020	Claims	7	40135	JWC Environmental Inc	4,496.74	Parts For Muffin Monster LS 5
1316	04/20/2020	Claims	7	40136	Lep-Re-Kon Mart #4	117.59	Store Charge
1317	04/20/2020	Claims	7	40137	Nutrien Ag Solutions, Inc.	1,209.14	Pesticide
1318	04/20/2020	Claims	7	40138	ProForce Law Marketing ProForce Law Enforcement	2,886.24	Taser Supplies
1319	04/20/2020	Claims	7	40139	Public Safety Testing	138.00	1st QTR Subscription
1320	04/20/2020	Claims	7	40140	Pump Tech, Inc.	9,375.54	Repair Of WW Pump LS 5
1321	04/20/2020	Claims	7	40141	Steele Computers	685.95	Computer Supplies; Computer Repair/Router/Charging Cords
1322	04/20/2020	Claims	7	40142	U.S. Bank N.A.	148.00	Safekeeping Fees For 01/01/2020-03/31/2020
1323	04/20/2020	Claims	7	40143	USABlueBook	479.13	Chlorinator Parts
1324	04/20/2020	Claims	7	40144	Verizon Wireless	1,908.51	City Cell Bill
1325	04/20/2020	Claims	7	40145	WMCA	75.00	WMCA - Annual Membership Renewal - Marissa Ortiz
1326	04/20/2020	Claims	7	40146	Xerox Corporation	570.66	Copier Usage For The Month Of March

001 General Fund	74,192.12
101 Street	3,964.76
401 Water Fund	35,198.82
402 Sewer Fund	24,967.91
633 State Remittance Fund	36.00

CHECK REGISTER

City Of Connell | Time: 11:18:53 Date: 04/20/2020
MCAG #: 0286 | 04/20/2020 To: 04/20/2020 | Page: 2

Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo	
						Claims:	124,346.35
					138,359.61	Payroll:	14,013.26

WE, the members of the City Council of the City of Connell, Washington, DO HEREBY certify that the merchandise or services listed above have been received and that the above listed vouchers and the related checks have been reviewed and approved for payment by the City of Connell Council. DATED this _____ day of _____ 20___.
ATTEST:

_____ _____ _____
Councilmember Councilmember Mayor

_____
Finance Director
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CHECK REGISTER

City Of Connell
MCAG #: 0286

05/01/2020 To: 05/01/2020

Time: 09:33:43 Date: 05/01/202
Page:

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1394	05/01/2020	Claims	7	40147	U.S. Post Office	208.88	05/01/2020 Utility Billing Postage
		401 Water Fund				104.44	
		402 Sewer Fund				104.44	
						208.88	Claims: 208.8

WE, the members of the City Council of the City of Connell, Washington, DO HEREBY certify that the merchandise or services listed above have been received and that the above listed vouchers and the related checks have been reviewed and approved for payment by the City of Connell Council. DATED this _____ day of _____ 20___.
ATTEST:

_____ _____ _____
Councilmember Councilmember Mayor

_____
Finance Director
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CHECK REGISTER

City Of Connell — Time: 11:15:54 Date: 04/17/2020
MCAG #: 0286 — 04/15/2020 To: 04/20/2020 — Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1236	04/15/2020	Payroll	7	EFT		1,154.90	
1237	04/15/2020	Payroll	7	EFT		1,886.42	
1238	04/15/2020	Payroll	7	EFT		1,322.35	
1239	04/15/2020	Payroll	7	EFT		160.94	
1240	04/15/2020	Payroll	7	EFT		549.86	
1241	04/15/2020	Payroll	7	EFT		1,905.88	
1242	04/15/2020	Payroll	7	EFT		1,368.68	
1243	04/15/2020	Payroll	7	EFT		1,814.63	
1244	04/15/2020	Payroll	7	EFT		160.94	
1245	04/15/2020	Payroll	7	EFT		1,537.48	
1247	04/15/2020	Payroll	7	EFT		1,845.52	
1248	04/15/2020	Payroll	7	EFT		2,026.87	
1249	04/15/2020	Payroll	7	EFT		160.94	
1250	04/15/2020	Payroll	7	EFT		1,691.21	
1251	04/15/2020	Payroll	7	EFT		1,328.40	
1252	04/15/2020	Payroll	7	EFT		1,792.38	
1254	04/15/2020	Payroll	7	EFT		160.94	
1255	04/15/2020	Payroll	7	EFT		1,875.10	
1256	04/15/2020	Payroll	7	EFT		347.59	
1257	04/15/2020	Payroll	7	EFT		2,503.82	
1258	04/15/2020	Payroll	7	EFT		1,510.18	
1259	04/15/2020	Payroll	7	EFT		1,446.20	
1260	04/15/2020	Payroll	7	EFT		1,869.62	
1261	04/15/2020	Payroll	7	EFT		1,770.06	
1262	04/15/2020	Payroll	7	EFT		1,297.14	
1263	04/15/2020	Payroll	7	EFT		390.63	
1264	04/15/2020	Payroll	7	EFT		1,707.43	
1265	04/15/2020	Payroll	7	EFT		488.27	
1266	04/15/2020	Payroll	7	EFT		2,677.41	
1267	04/15/2020	Payroll	7	EFT		160.94	
1268	04/15/2020	Payroll	7	EFT		2,346.29	
1269	04/20/2020	Payroll	7	EFT	Community First Bank	13,635.66	941 Deposit for Pay Cycle(s) 04/15/2020 - 04/15/2020
1270	04/20/2020	Payroll	7	EFT	Department Of Retirement	10,034.95	Pay Cycle(s) 04/15/2020 To 04/15/2020 - PERS 2; Pay Cycle(s) 04/15/2020 To 04/15/2020 - LEOFF 2; Pay Cycle(s) 04/15/2020 To 04/15/2020 - Deferred Comp; Pay Cycle(s) 04/15/2020 To 04/15/2020 - PERS 3
1271	04/20/2020	Payroll	7	EFT	MT457-306685	125.00	Pay Cycle(s) 04/15/2020 To 04/15/2020 - ICMA-457
1246	04/15/2020	Payroll	7	40113		97.65	
1253	04/15/2020	Payroll	7	40114		97.65	
1272	04/20/2020	Payroll	7	40115	WSECU	500.00	Pay Cycle(s) 04/15/2020 To 04/15/2020 - WSECU

001 General Fund	41,993.83	
101 Street	3,308.71	
401 Water Fund	10,265.55	
402 Sewer Fund	9,560.85	
403 Solid Waste Fund	620.99	
	65,749.93	Payroll: 65,749.93

City of Connell

EASTERN WASHINGTON'S HARVESTLAND

MEMORANDUM

DATE: MAY 4, 2020

TO: MAYOR AND COUNCILMEMBERS

FROM: MARIA PEÑA, CITY ADMINISTRATOR

RE: PARCONCO GENERAL SETTLEMENT AGREEMENT

Attached under separate cover is the proposed settlement agreement between ParConCo, LLC and Riddell Development Co. As you may recall, in April 2019 the last payment was made to complete the purchase of the Farm. Staff received conflicting direction between the purchasing parties in regards to finalizing the closing documents on the property. By approving the attached Settlement Agreement, the City can move forward with the title transfer to ParConCo.

Recommendation: Council move that the Settlement Agreement between Mike & Darlene Parnell, and James Riddell and associated parties, and the City of Connell be approved, and the Mayor, as representative of the City, be authorized to sign all documents associated with the implementation of the Settlement Agreement.

AGENDA #8

City of Connell

EASTERN WASHINGTON'S HARVESTLAND

MEMORANDUM

DATE: MAY 4, 2020

TO: MAYOR AND COUNCILMEMBERS

FROM: MARIA PEÑA, CITY ADMINISTRATOR

RE: WA STATE MILITARY COVID-19 PUBLIC ASSISTANCE GRANT AGREEMENT & RESOLUTION NO. 2020-04

There is potential for reimbursement of expenses associated with the COVID-19 pandemic. By approving the enclosed grant agreement, it allows staff to submit reimbursement request for federal and/or State Emergency or Major Disaster Assistance funds from the Washington State Military Department.

Recommendation: Council move to approve submittal of the WA State military Department Public Assistance Grant Agreement and Disaster Assistance application.

Resolution No. 2020-04 provides for the designation of authorized staff to obtain federal and/or state emergency or disaster assistance funds. It also provides the authorization on behalf of the City Council to execute all contracts, certify completion of projects, request payments, and prepare all required documentation for funding requirements.

Recommendation: Council move to approve Resolution No. 2020-04 Designation of Applicant's Agent for the WA State Military Department Public Assistance Grant Agreement.

AGENDA #9

Washington State Military Department
PUBLIC ASSISTANCE GRANT AGREEMENT FACE SHEET

1. SUBRECIPIENT Name and Address: **City of Connell** **104 E Adams St** **Connell, WA 99326**	2. Grant Agreement Amount: **To be determined, based upon approved project worksheets**	3. Grant Number: **D20-120**
4. SUBRECIPIENT, phone/email: **509-531-6325/lbarrow@connellwa.org**	5. Grant Agreement Start Date: **January 20, 2020**	6. Grant Agreement End Date: **March 22, 2024**
7. DEPARTMENT Program Manager, phone/email: **Gerard Urbas, (253) 512-7402** **Gary.urbas@mil.wa.gov**	8. Data Universal Numbering System (DUNS): 618129605	9. UBI # (state revenue):

10. Funding Authority:
Washington State Military Department (the "DEPARTMENT"), and **Federal Emergency Management Agency** (FEMA)

11. Funding Source Agreement #: **FEMA-4481-DR-WA**	12. Program Index # **704UC (Federal) / 702UE (State) / 704UD (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): **Franklin County**	19. Women/Minority-Owned, State Certified?: X N/A ☐ NO ☐ YES, OMWBE #_____

20. Contract Classification: ☐ Personal Services ☐ Client Services X Public/Local Gov't ☐ Research/Development ☐ A/E ☐ Other_____	21. Contract Type (check all that apply): ☐ Contract X Grant X Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency
22. Contractor Selection Process: X "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐NO _____	23. Contractor Type (check all that apply) ☐ Private Organization/Individual ☐ For-Profit X Public Organization/Jurisdiction X Non-Profit ☐ VENDOR ☐ SUBRECIPIENT X OTHER

24. BRIEF DESCRIPTION:
Presidential Disaster Declaration # FEMA-4481-DR-WA COVID-19. To provide funds to the SUBRECIPIENT for the emergency protective measures taken in response to the COVID-19 pandemic outbreak 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-4481-DR-WA COVID-19, and FEMA State Agreement, which are incorporated by reference, and makes a subaward of Federal award funds to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT is accountable to the DEPARTMENT for use of Federal award funds provided under this Agreement and the associated matching funds.

IN WITNESS WHEREOF, the DEPARTMENT and SUBRECIPIENT acknowledge and accept the terms of this Agreement, references and attachments hereto and have executed this Agreement as of the date and year written below. This Agreement Face Sheet, Special Terms and Conditions (Attachment 1), General Terms and Conditions (Attachment 2), Project Worksheet Sample (Attachment 3), Washington State Public Assistance Applicant Manual dated March 22, 2020 (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**
2. **DHS Standard Terms and Conditions**
3. **Presidential Declaration, FEMA State Agreement, and other Documents**
4. **Statement of Work and/or Project Description as outlined in FEMA approved Project Worksheet(s)**
5. **Special Terms and Conditions**
6. **General Terms and Conditions, and,**
7. **Other provisions of the contract incorporated by reference.**

WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.

FOR THE DEPARTMENT:

_____
Signature Date
Stacey McClain, Governor's Authorized Representative
Washington State Military Department

FOR THE SUBRECIPIENT:

_____
Signature Date
print or type name:_____

APPROVED AS TO FORM:

_____
SUBRECIPIENT's Attorney Date

Washington State Military Department
SPECIAL TERMS AND CONDITIONS

ARTICLE I – KEY PERSONNEL

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

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

ARTICLE II - ADMINISTRATIVE REQUIREMENTS

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

The SUBRECIPIENT shall comply with the Washington State Public Assistance Applicant Manual dated March 22, 2020 incorporated in this Agreement as **Attachment 4**. The DHS Standard Terms and Conditions are incorporated by reference in this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated March 22, 2020.

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-4481-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 January 20, 2020 and continuing. 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.

A. 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-4481-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-4481-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 FP 104-009-2 Public Assistance Program and Policy Guide (PAPPG) and the Public Assistance Donated Resources Recovery Policy, and is capped at the non-Federal share of approved eligible emergency work costs or capped at the non-Federal share of the specific approved eligible permanent work costs, as applicable. The Federal share of the Donated Resources will not exceed the non-federal share of eligible emergency work costs or of specific permanent work costs approved in Project Worksheets. Any excess credit for eligible emergency work costs can be credited only to other eligible emergency work costs, for the same SUBRECIPIENT in the same disaster. The value of excess donated resources cannot be credited toward or transferred to another eligible SUBRECIPIENT, or toward other State obligations. The DEPARTMENT does not match a FEMA donated resource credit.

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

2. GRANT AGREEMENT PERIOD

a. Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred during or subsequent to the incident period defined in the FEMA State Agreement, and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close-out and audit. This period shall be referred to as the "Grant Agreement Period."

b. The Grant Agreement Period shall only be extended by (1) written notification of FEMA approval of the Grant Agreement Period followed up with a mutually agreed written amendment, or (2) written notification from the DEPARTMENT to the SUBRECIPIENT issued by the DEPARTMENT to address extensions of its underlying federal grant performance period or to provide additional time for completion of the SUBRECIPIENT's project(s).

3. PAYMENTS

The DEPARTMENT, using funds granted for the purposes of the Presidential Disaster Declaration from FEMA, shall issue payments to the SUBRECIPIENT in compliance with the Washington State Public Assistance Applicant Manual dated March 22, 2020 (**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 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-4481-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 44CFR206.204, 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 200.207. 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.

B. FEMA STATE AGREEMENT TERMS AND CONDITIONS

As a subrecipient of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS/FEMA terms and conditions of the Presidential Declaration and the FEMA State Agreement, which are incorporated in and made a part of this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated March 22, 2020 (**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 will process a SUBRECIPIENT project worksheet which is provided to the state of Washington for direct disbursement to SUBRECIPIENT.
Pursuant to these provisions and RCW 43.88.160(5), these grant funds are not subject to the advance payments prohibition and will be disbursed immediately to SUBRECIPIENT as grants authorized by law with subsequent authentication and certification of expenditures.

A.3 AMENDMENTS AND MODIFICATIONS

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

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

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

A.5 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH

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

A.6 ASSURANCES

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations. In addition, as a SUBRECIPIENT of FEMA funding, the SUBRECIPEINT shall comply with all applicable DHS terms and conditions as specified in Appendix F of the Washington State Public Assistance Applicant Manual dated March 22, 2020 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/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" (http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/).

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 section 1352, title 31, U.S. Code.

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 currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be 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.

The procurement process followed shall be in accordance with 2 CFR Parts 200 and 3002, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable to the SUB-GRANTEE. All subcontracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11) Notice of 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.

b. 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.

c. 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 70.105D.020 (10).

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 work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the SUBRECIPIENT's performance under this Agreement. To the extent allowed by law, the SUBRECIPIENT further agrees to indemnify and hold harmless the DEPARTMENT and its employees and agents from all liability,

damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the DEPARTMENT, as a result of the failure of the SUBRECIPIENT to so comply.

A.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 any 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
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 DEPARMENT, 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 SUBGRANTEE an opportunity to cure if it is not feasible as determined solely within the DEPARTMENT's discretion. Any time allowed for cure shall not diminish or eliminate the 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 DEPATMENT any property which, if the Agreement had been completed, would have been required to be furnished to the DEPARTMENT;
f. Complete performance of such part of the work as shall not have been terminated by the DEPARTMENT in compliance with all contractual requirements; and

g. Take such action as may be necessary, or as the DEPARTMENT may require, for the protection and preservation of the property related to this Agreement which is in the possession of the SUBRECIPIENT and in which the DEPARTMENT has or may acquire an interest.

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

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

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

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

A.40 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The SUBRECIPIENT, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

A.41 WAIVERS

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

PROJECT WORKSHEET SAMPLE

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

PROJECT WORKSHEET

O.M.B. No. 1660-0017

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 90 minutes per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, disclose, or to provide information to us. You may send comments regarding the accuracy of the burden estimate and or any aspect of the collection, including suggestions for reducing the burden to: Information Collections Management, U. S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (OMB Control Number 1660-0017). You are not required to respond to this collection of information unless a valid OMB number appears in the upper right corner of this form. **NOTE: Do not send your completed form to this address.**

DISASTER	PROJECT NO.	PA ID NO.	DATE	CATEGORY
F ____ - R ____				

DAMAGED FACILITY	WORK COMPLETE AS OF: _____ : _____ %

SUBRECIPIENT	COUNTY

LOCATION	LATITUDE	LONGITUDE

DAMAGE DESCRIPTION AND DIMENSIONS

SCOPE OF WORK

Does the Scope of Work change the pre-disaster conditions at the site? ☐ Yes ☐ No

Special Considerations issues included? ☐ Yes ☐ No Hazard Mitigation proposal included? ☐ Yes ☐ No

Is there insurance coverage on this facility? ☐ Yes ☐ No

PROJECT COST

I T	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
				TOTAL COST	

PREPARED BY	TITLE	SIGNATURE
SUBRECIPIENT REP.	TITLE	SIGNATURE

FEMA Form 90-91, FEB 06 **REPLACES ALL PREVIOUS EDITIONS.**

DISASTER ASSISTANCE APPLICATION

DEM - 131

Application Identifier: State Number: D20-120

Federal Disaster Number: 4481-DR-WA

Federal Catalog Number: 97.036 **Title: Public Assistance Grants**

Declaration Date: March 22, 2020

Applicant's FEMA Project Application Number: 021-14485-00

Legal Applicant Recipient:

Applicant's Name: City of Connell

Street Address: Po Box 1200

Mailing Address: PO Box 1200 County: Franklin

City: Connell State: WA Zip Code: 99326

Applicant Agent:

Name: Maria Pena

Title: City Administrator

Signature:

Contact Information:

Phone: 509-234-2701 ext 1234

Fax: 509-234-2704

E-mail: mpena@connellwa.org

Date:

Alternate Applicant Agent:

Name: Genesis Bernal

Title: City Treasurer

Signature:

Phone: 509-234-2701 ext 1231

Fax: 509-234-2704

E-mail: gbernal@connellwa.org

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 C

Congressional District Number: 4

State Legislative District Number: 9

Governor's Authorized Representative:

Signature Date:

NOTE: Shaded blocks for WA EMD use.

City of Connell Washington
RESOLUTION NO. 2020-04

DESIGNATION OF APPLICANT'S AGENT

Be it resolved by the City Council of the City of Connell, that Maria Peña, City Administrator is hereby designated the authorized representative and Genesis Bernal, City Treasurer is designated the alternate for and in behalf of the City of Connell, a public 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 City Council to execute all contracts, certify completion of projects, request payments, and prepare all required documentation for funding requirements.

Passed and approved this ___4th_____ day of _____May_____, 2020_____.

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

Certification

I, Marissa Ortiz, duly appointed and City Clerk of the City of Connell, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the City Council of the City of Connell on the 4th day of May, 2020.

Date: _____

City Clerk, _____
Signature

FIRE DEPARTMENT CITY ADMINISTRATOR REPORT

DATE: April 30, 2020
TO: MARIA PENA, CITY ADMINISTRATOR
FROM: KEN WOFFENDEN, FIRE CHIEF
RE: Monthly Staff Report Fire Department activities.

REPORTING PERIOD: This report covers activities that have occurred or are in progress for the month of April 2020.

- Maintaining Social distancing as a top priority to sustain a healthy crew.
- Fire training's have been postponed since March 11 till????
- As a Mutual Aid partner with Franklin County Fire Dist. 2, Connell Fire Dept. assisted with the Inspection and implementation of the new fire alarm system at the school in Kahlotus.
- Preform minor maintenance on fire engines
- Welcome Levi Baird to the Department
- Clean and inspect tools and equipment on engines
- Scheduled to begin fire inspection at CRCC
- Paid Fire Dept. bills.
- Respond to several incidents

/s/ Ken Woffenden
Fire Chief/City of Connell

City of Connell
Centennial 1910-2010

Connell Public Works

104 E. Adams, P.O. Box 1200 ♦ Connell WA 99326
(509) 234-6431 ♦ Fax: (509) 234-2704
E-Mail: htuck@connellwa.org

April 2020 **P.W. Director's Report**

What's happening in Public Works:

- 4/1/20 Teleconference call with BFHD, CBHA, Lamb Weston, NFSD, City of Mesa and City of Kahlotus
- 4/6/20 Department Head Meeting
- 4/6/20 City Council Meeting
- 4/7/20 Teleconference call with local decision makers
- 4/8/20 Teleconference call with BFHD, CBHA, Lamb Weston, NFSD, City of Mesa and City of Kahlotus
- 4/13/20 Met with CRCC staff on teleconference call for monthly meeting
- 4/14/20 Teleconference call with local decision makers
- 4/15/20 Teleconference call with BFHD, CBHA, Lamb Weston, NFSD, City of Mesa and City of Kahlotus
- 4/21/20 Teleconference call with local decision makers
- 4/22/20 Teleconference call with BFHD, CBHA, Lamb Weston, NFSD, City of Mesa and City of Kahlotus
- 4/22/20 Conference call with Cascade Energy on water power savings cohort
- 4/28/20 Teleconference call with local decision makers
- 4/29/20 Teleconference call with BFHD, CBHA, Lamb Weston, NFSD, City of Mesa and City of Kahlotus
- 4/30/20 Teleconference with Anderson Perry and C&R Tractor for Pre-Construction meeting for water line project slated to start May 11th
- 4/30/20 Teleconference with FCS on water sewer rate study
- Hosted 4 Saturdays for city wide clean-up at Public Works shop, It was a huge success
- Public Works crew has done a great job at keeping the cities "normal" operations running throughout this pandemic while being short staffed

OFFICE OF THE CITY CLERK AND TREASURER

Marissa Ortiz, City Clerk
(509) 234-2701 ext. 1232 ♦ Fax: (509) 234-2704 ♦mortiz@connellwa.org

April Monthly Report

This monthly report will emphasize some of the key functions that have been completed by this office.

- Prepared, published, and posted City Council Meeting Agendas/Notices.
- Continued to work on an ongoing Public Record request.
- Our City Website has been transitioned to a modern Responsive Web Design, meeting ADA/accessibility requirements. Check it out!
- In response to COVID-19 Pandemic, City Hall department staff continues to alternate work schedules weekly between the office and teleworking from home.
- City Treasurer Bernal processed new seasonal hires in the Public Works Department and a new volunteer in the Fire Department.
- In the Utility Department we continue to temporarily waive late fees while the Proclamation remains in effect.
- Accounting Clerk Barragan mailed out notices to all utility customers who were 60 days past due and included resources for assistance aimed at those impacted by COVID-19.
- 4 active business license applications submitted for April 2020.
- Staff participated in several webinars related to COVID-19.