CITY COUNCIL MEETING AGENDA

City of Lake Stevens Vision Statement

By 2030, we are a sustainable community around the lake with a vibrant economy, unsurpassed infrastructure and exceptional quality of life.

September 12, 2023 - 6:00 PM
HYBRID COUNCIL MEETING - TWO WAYS TO PARTICIPATE:
In Person: The Mill, Sawyers Room, 1808 Main Street, Lake Stevens
or Join Zoom Meeting: https://us02web.zoom.us/j/89246310302
or call in at (253) 215-8782 Meeting ID 89246310302

1.	**Call to Order**	
2.	**Pledge of Allegiance**	Mayor
3.	**Roll Call**	
4.	**Approval of Agenda**	Council President
5.	**Guest Business**	
	A. Presentation by Flock Safety	Kristen MacLeod
	B. Introduction and Swearing In: Amber Charouhas, Lateral Police Officer Elizabeth Savchuk, Advanced Entry Level Police Officer	Jeffrey Beazizo, Brett Gailey
6.	**Citizen Comments**	
7.	**Council Business**	Council President
8.	**Mayor's Business**	
9.	**City Department Report**	
10.	**Consent Agenda**	
	A. City Council Meeting Minutes of July 18, 2023	Kelly Chelin
	B. FEMA Public Assistance Grant	Maximilian Roth
	C. Authorization/Resolution for Application with Recreation Conservation Office	Sarah Garceau, Jill Meis
	D. Interlocal Agreement with Snohomish County	Russ Wright
11.	**Public Hearing**	

A. Resolution No. 2023-14: Authorizing the Surplus of the Public Works Street Sweeper to the City of Forks, Washington — Aaron Halverson

12. Discussion Items

A. 2024 Preliminary Budget Discussion — Barb Stevens

13. Executive Session - Confidential Session of the Council per RCW 42.30

A. Property Acquistion per RCW 42.30.110 1 (c). No action is expected.

14. Adjourn

THE PUBLIC IS INVITED TO ATTEND

The City of Lake Stevens strives to provide accessible opportunities for individuals with disabilities. Please contact Human Resources, City of Lake Stevens ADA Coordinator, (425) 622-9400, at least five business days prior to any City meeting or event if any accommodations are needed. For TDD users, please use the state's toll-free relay service, (800) 833-6384, and ask the operator to dial the City of Lake Stevens City Hall number.

NOTICE: All proceedings of this meeting are audio recorded, except Executive Sessions.

flock safety

+ Lake Stevens, WA

Eliminate crime and shape a safer future, **together**.

flock safety

Why Flock Safety?

flock safety

flock safety

What we observe:
the current reality

- Limited Police Resources
- Crime is on the rise
- Trust is needed more than ever

What we believe:
the opportunity

- Technology multiplies the force
- Capture and distribute objective evidence to the right user
- Engage community to support and grow

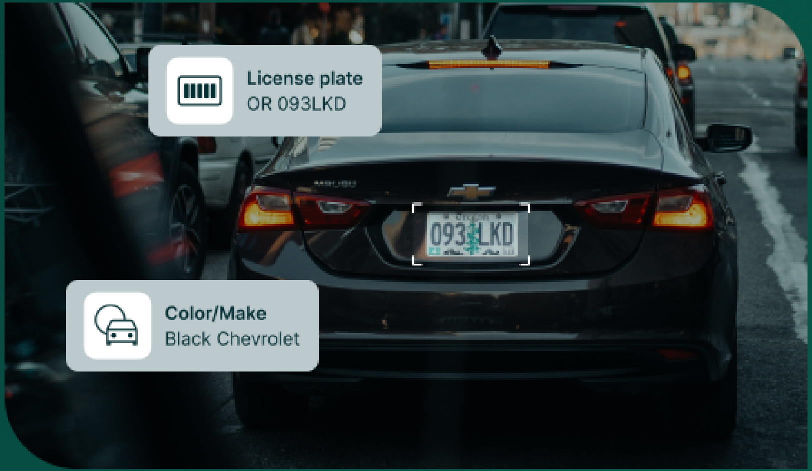
How does the technology work?

flock safety

flock safety

When you get Flock you get:

Flock Safety provides your police department with indiscriminate evidence from fixed locations. We provide all of the maintenance so that your police department and city staff can focus on keeping your city safe and prosperous.



INFRASTRUCTURE-FREE

Reduce time to value and utility costs with full-service deployment.

24/7 COVERAGE

Capture objective vehicle data around the clock to multiply your force.

REAL-TIME ALERTS

- NCIC
- NCMEC (Amber Alert)
- Custom Hot Lists

Ethically Made

- No people
- No facial recognition
- No traffic enforcement
- Indiscriminate evidence

flock safety

What this IS

- **License plate recognition**
- **Gathers objective evidence and facts about vehicles, not people**
- **Alerts police of wanted vehicles**
- **Used to solve crime**
- **Adheres to all state laws**

What this is NOT

- Not facial recognition
- **Not tied to Personal Identifiable Information**
- Not used for traffic enforcement
- **Data not stored beyond 30 days → *automatically deletes every 30 days***

How does this technology prevent and eliminate crime?

- **Proactive:** Real time Alerts when stolen or wanted vehicles enter your city
- **Investigative:** As clearance Rates increase, crime rates decrease
- Flock cameras serve as a **deterrent**

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Mitigating Risk

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Protecting Privacy

- **Footage owned by Agency/City and will never by sold or shared by Flock**
- 30 day data retention, then deleted
- Short retention period ensures that all data not associated with a crime is automatically deleted & unrecoverable
- **Takes human bias out of crime-solving by detecting objective data, and detecting events that are objectively illegal (ex. Stolen vehicles)**

- **All data is stored securely in the AWS Cloud, and end to end encryption of all data**
- **Search reason is required for audit trail**
- NOT facial recognition software
- NOT predictive policing
- NO PII is contained in Flock
- **NOT used for traffic enforcement**
- Not connected to registration data or 3rd party databases (Carfax, DMV)
- Transparency Portal (optional)

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Transparency + Insights

Measure ROI and promote the ethical use of public safety technology

Transparency Portal

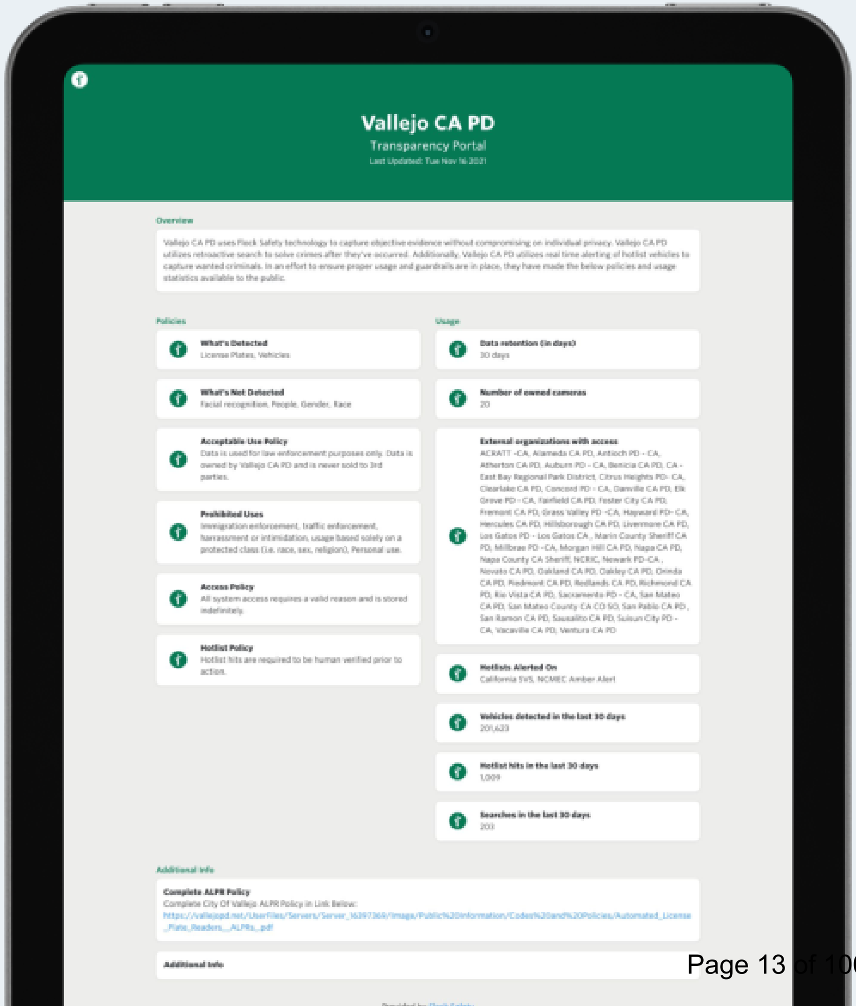
- Customizable for each agency
- Display technology policies
- Publish usage metrics
- Share downloadable Search audits

Insights Dashboard

- Measure crime patterns and ROI
- Audit Search history

Examples

- Click here for [Morgan Hill PD]
- Click here for [Vallejo PD]



Already solving and preventing crime

flock safety

Flock Safety In Washington

Plus, many more commercial and private customers

Spokane County SO
Lakewood PD
Sunnyside PD
Tukwila PD
Yakima PD
Toppenish PD
Kent PD
Centralia PD
Pacific PD
Liberty Lake PD
Grandview PD
Moses Lake PD
Arlington PD
Airway Heights PD
Des Moines PD
Union Gap PD
Zillah PD
Medina PD
Eatonville PD
Richland PD
Kennewick PD

Benton County SO
West Richland PD
Selah PD
Pasco PD
Clyde Hill PD
Wapato PD
Othello PD
Marysville PD
Moxee PD
Mabton PD
Black Diamond PD
Educational Service District 105
Town Of Yarrow Point
Warden PD
Omak PD
Tieton PD
Town of Harrah
Yakima Housing Authority
Hoquiam PD

3 Arrests, 3 Vehicles Recovered in 1 Day

Tukwila PD - Tukwila, WA

- Tukwila officers received an alert that a stolen vehicle was in the area. Officers located the vehicle and as they approached, another suspect in separate stolen vehicle attempted to flee. This vehicle was recovered a short time later.

- Officers continued with their original traffic stop, arresting a suspect in possession of fentanyl and meth and recovering the stolen car.

- Later that same day another Flock LPR alert led officers to the same parking lot, where they recovered a third stolen vehicle.

Hundreds of Vehicle Recoveries In <1 Year

Yakima PD - Yakima, WA

From April to January, Yakima PD's Flock LPR cameras resulted in:

- 596 Stolen Vehicle Alerts
- 276 Stolen License Plates
- 190 Violent Persons Alerts
- 133 Wanted People
- 78 Sex Offenders
- 33 Missing Persons

"Flock Cameras have also become **our number one intelligence-sharing tool.** We have **assisted nine other Yakima county agencies** with their cases. Perhaps the most interesting was when we received a call from an investigator in California who saw a Flock hit in Yakima for a vehicle they were watching. Through a combined effort (led by the Department of Homeland Security), a warrant was served, resulting in the **recovery of thirty-eight guns, narcotics, and cash**.

– Yakima PD Chief Matt Murray

flock safety

Case Study: Smash and Grab Robbery

San Bruno, PD San Bruno, CA

- January 2022 - Five suspects attempt a Smash & Grab at a Jewelry store but are chased off by the owner
- **But here's what didn't make the news…**
- Suspect vehicle identified using Flock
- SBPD thought the suspects would try again, potentially more violently
- **Vehicle placed on a custom hotlist**
- SBPD receives a real time alert that the suspects are returning
- **Officers locate the vehicle within seconds preventing another attempt**

San Bruno jewelry store owner stops attempted smash-and-grab robbery

- ABC 7 News - Bay Area

flock safety

Case Study: Auto Theft

Chamblee PD

Chamblee, GA

Stranger on Stranger Abduction August, 28 2020

When every second matters, Flock Safety’s Machine Vision is Critical

12:33 PM Amber Alert Issued

1:01 PM Search Conducted with Flock Safety

2:30 PM Suspect Vehicle Located

5:03 PM Felony Stop + Arrest

6:00 PM Baby Reunited with Mother

CITY OF LAKE STEVENS
CITY COUNCIL SPECIAL MEETING MINUTES
Tuesday, July 18, 2023, at 6:00 p.m.
By Remote Participation via Zoom and In Person at The Mill, 1808 Main Street, Lake Stevens.

CALL TO ORDER:	6:00 p.m. by Mayor Brett Gailey
ELECTED OFFICIALS PRESENT:	Councilmembers Kim Daughtry, Gary Petershagen, Ryan Donoghue, Mary Dickinson and Marcus Tageant
ELECTED OFFICIALS ABSENT:	Councilmembers Anji Jorstad and Steve Ewing

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Call to Order
Mayor Gailey called the meeting to order at 6:00 p.m.

Pledge of Allegiance
Mayor Gailey led the Pledge of Allegiance.

Roll Call
All Councilmembers were present except Councilmembers Jorstad and Ewing.

MOTION. Councilmember Tageant made a motion, seconded by Councilmember Donoghue, to excuse Councilmembers Jorstad and Ewing. The motion passed 5-0-0-2.

Approval of the Agenda
City Clerk Chelin asked for the Council to add the Council meeting minutes of July 11, 2023, to the consent agenda.

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Donoghue, to approve the agenda with the addition of the July 11, 2023, meeting minutes. The motion passed 5-0-0-2.

Guest Business
Community Transit Transportation Needs Assessment Survey

Robert Fenton, New Police Officer

Employee Introduction: Tonya Woldridge, Parks and Recreation

Citizen Comments
There were no citizen comments.

Council Business
Councilmember Tageant participated in a pickleball tournament.

Councilmember Donoghue attended the Planning Commission meeting.

Councilmember Daughtry attended the Puget Sound Regional Council and Community Transit meetings. Also, hes been working on Aquafest planning.

Councilmember Petershagen attended the Sewer District and Historical Society meetings. He expressed his concerns to staff about the graffiti on the sound walls along Highway 9 and asked that it be removed.

Mayor Business
Mayor Gailey also attended the pickle ball tournament. He is working with staff on preparing the 2024 preliminary budget. He reported that the Starbucks with the Mayor events are going well.

City Department Report

Public Works Department

2022 Public Records JLARC Report

Consent Agenda
MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Petershagen, to approve the consent agenda. The motion passed 5-0-0-2. The consent agenda included the following:

- 2023 Vouchers
- Cancel Council Meetings for Summer Recess (July 25 - August 22, 2023)
- Interlocal Agreement for Jail Services

Public Hearing
Batcheldor Phase I and II Rezone
Senior Planner Schmidt explained that this hearing is a Closed Record Public Hearing and First and Final Reading for Ordinance No. 1164 related to the Batcheldor Phase I and II Rezone / LUA2022-0092.

Ordinance No. 1164: An ordinance of the city of Lake Stevens amending the zoning for an approximate, undeveloped 25-acre site on four parcels (APNs: 2906000302400, 2906000302401, 2906000301600 and 2906000304000, located at 11922 and 12009 20th Street SE and an undeveloped parcel east of 117th Drive SE, Lake Stevens, WA from R6 to R8-12 as part of the Batcheldor Phase I and II Rezone (City File No. LUA2022-0092).

Mayor Gailey opened the hearing at 6:46 p.m.

Annett Gamble-Olson, Lake Stevens. Annett spoke about barred owl concerns on the property.

Mayor Gailey closed the hearing at 7:02 p.m.

MOTION. Councilmember Petershagen made a motion, seconded by Councilmember Daughtry, to approve Ordinance 1164 Batcheldor Phase I and II Rezone. The motion passed 4-1-0-2 with Councilmember Dickinson opposed.

Action Items

Resolution 2023-12 - Revised Fee Resolution (Public Records Fee Schedule Update)

Police Administrator Manager Ubert and City Clerk Chelin explained that to be consistent with RCW 42.56 and surrounding cities, the fee schedule is being adjusted to reflect a $1.00 of total waived fees from the previous amount of $5.00. Additionally, the Lake Stevens Police are including fees for redaction of body worn camera video consistent with RCW 42.56.240(12).

Page 13 of the updated fees resolution shows a fee of $1.00 cumulative waived.
Page 14 of the updated fees resolution shows a fee of $0.84 per minute.

MOTION. Councilmember Tageant made a motion, seconded by Councilmember Donoghue, to approve Resolution 2023-12 – Revised Fee Resolution. The motion passed 5-0-0-2..

Resolution 2023-11 - Update of Public Records Act Policies
City Clerk Chelin explained that RCW 42.56.040 and 42.56.100 require that Public Records Policies be established to facilitate the disclosure of public records. The purpose of these rules is to establish the procedures the City of Lake Stevens (City) will follow in order to provide full access to public records, the fullest assistance to inquirers, and the most timely possible action as required by RCW 42.56.100.

Staff has updated the policy to reflect current practices for processing requests, specifically the Next Request portal on the City's website.

MOTION. Councilmember Petershagen made a motion, seconded by Councilmember Dickinson, to approve Resolution 2023-11 – Update of Public Records Act Policies. The motion passed 5-0-0-2.

Coast Construction Group contract for the construction of the Sunset Beach Park Dock Replacement Project

Public Works Director Halverson explained that this project has an approved budget of $275,720 to be funded from the Park Mitigation fund. The projected expenditures include $25,000 for final design, $350,057 for the construction contract, and $6,000 for inspection services, for a total of $381,057. The Sunset Park Improvements Project is anticipated to have approximately $65,000 remaining from REET 2 which can partially fund the shortfall for this Sunset Beach Dock Replacement Project. The remaining shortfall estimate of $40,000 is proposed to be funded from REET 2, which will be included in a future budget amendment.

MOTION. Councilmember Petershagen made a motion, seconded by Councilmember Dickinson, to approve Coast Construction Group Contract for the Construction of the Sunset Beach Park Dock Replacement Project. The motion passed 5-0-0-2.

SR 9/SR 204 Landscaping Maintenance Agreement with WSDOT

Public Works Director Halverson presented an agreement with the Washington State Department of Transportation (WSDOT) obligating the city to maintain portions of WSDOT right-of-way at the intersection of State Route (SR) 9 and SR 204, including the city gateway sign, sidewalks, buffer areas, and landscaping.

Council and staff discussed the agreement. This agreement will come back to a future meeting.

Discussion Items

Introduction to the 2024 Budget Process

Finance Director Stevens gave an introduction to the 2024 Budget Process to the Council. Budget meetings will begin with the Council after the summer recess.

MOTION. At 8:00 p.m., Councilmember Daughtry made a motion, seconded by Councilmember Donoghue, to extend the meeting to 8:40 p.m. The motion passed 4-1-0-2 with Councilmember Tageant opposed. (Councilmember Tageant expressed his concerns for better time management of the meetings).

Executive Session

The meeting recessed at 8:05 p.m. to discuss Collective Bargaining and Litigation/Potential Litigation for approximately 25 minutes. There is no expected action.

Reconvene to Regular Session

The meeting reconvened to regular session at 8:27 p.m.

Adjourn

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Donoghue, to adjourn the meeting. The motion passed 5-0-0-2.

The meeting was adjourned at 8:27 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

CITY COUNCIL STAFF REPORT

Agenda Date: 9/12/2023

Subject: FEMA Public Assistance Grant

Contact Person/Department: Maximilian Roth, Human Resources

Budget Impact: Revenue $24,975

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:
Approve the Mayor to accept grant funding awarded by FEMA for 2022 wind storm damages

SUMMARY/BACKGROUND:
The November 2022 Severe Winter Storm led to a federal disaster declaration and made public assistance available for damages caused by the event.
The City of Lake Stevens was awarded $24,957.85 through FEMA's Public Assistance program to compensate for costs associated with debris removal from the city's right-of-way.
The attached agreement with the Washington State Military Department will allow the issuing of grant funding to the City.

APPLICABLE CITY POLICIES:
NA

ATTACHMENTS:
1. D23-220 City of Lake Stevens Supplemental Contract
2. Public Assistance Grant Agreement - Draft

HOW TO COMPLETE THE SUPPLEMENTAL CONTRACTING DOCUMENTS

Event Information:

Disaster Number:	4682-DR-WA
Event Name:	Severe Winter Storm, Straight-line Winds, Flooding, Landslides, and Mudslides
Declaration Date:	January 12, 2023
Contract #:	D23-220
FIPS #:	061-37900-00

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

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

Date forms will be submitted:	

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

Applicant Name:	City of Lake Stevens				
Doing Business As:					
County:	Snohomish				
Street Address:	1812 Main St./PO Box 257, Lake Stevens				
Mailing Address:	PO Box 257				
City:	Lake Stevens	State:	WA	Zip:	98258

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

Tax Identification Number:	91-601-8875
State Business # (UBI):	600-589-299
Unique Entity ID (UEI):	H5SEGSJMDB47

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

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

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

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

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

- [x] Yes and the account information is current – we will need your Statewide Vendor Number, please list it here: SWV-0032526-01
- [ ] Yes, but I need to make changes to the account information – please continue to https://ofm.wa.gov/it-systems/accounting-systems/statewide-vendorpayee-services , the Vendor/Payee registration website. Select Vendor/Payee Change form and complete per their instructions.
- [ ] No - please continue to https://ofm.wa.gov/it-systems/accounting-systems/statewide-vendorpayee-services , the Vendor/Payee registration website. Select Vendor/Payee

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

Contact Person:	Barb Stevens - Finance Director
Phone:	425-622-9410
Fax:	425-622-9397
Email:	bstevens@lakestevenswa.gov

6. Type of Applicant.

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

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

Congressional District Number(s):	1
Legislative District Number(s):	39

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

Name:	Barb Stevens
Title:	Finance Director
Phone:	425-622-9410
Fax:	425-622-9397
Email:	bstevens@lakestevenswa.gov

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

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

Name:	Gene Brazel
Title:	City Administrator
Phone:	425-622-9414
Fax:	425-622-9397
Email:	gbrazel@lakestevenswa.gov

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

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

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

Name:	Brett Gailey	Title:	Mayor (2020-2023)
Name:		Title:	
Name:		Title:	
Name:		Title:	
Name:		Title:	
Name:		Title:	

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

Name:	Barb Stevens	Title:	Finance Director
Name:	Gene Brazel	Title:	City Administrator
Name:		Title:	

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

Name:	Barb Stevens	Title:	Finance Director
Name:	Max Roth	Title:	Risk Manager

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

Name:	Barb Stevens - Finance Director
Email:	bstevens@lakestevenswa.gov
Phone:	425-622-9410

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

STEP 2:	The forms are now populated with the information entered in Step 1. Review the forms for accuracy. Continue to complete pages 5 – 13 with the following steps:
STEP 3:	On page 5, the **Designation Letter** will be completed if the applicant or alternate agent is **not** the highest authorizing authority. The highest authorizing authority will sign the letter (ex: CEO, Board President, etc.). See the next step if applicant or alternate agent will be the highest authorizing authority.
STEP 4:	A **Resolution**, page 6, will be completed if the applicant agent or alternate **is** the highest authorizing authority. The governing body passes and signs a **Resolution.** A Resolution format is provided on page 6 or you can use your own resolution format. If your resolution format is used, the clerk of the governing body will sign a copy of the Resolution.
STEP 5:	Page 7, **Disaster Assistance Application**: the applicant and alternate agents will sign in their respective places.
STEP 6:	Page 8, **Signature Authorization Form**, the highest official and/or governing body signs in block. The applicant and alternate agents sign in block 2. The individual who is signing the letter or resolution must sign in block 1. ANYONE who the entity wishes to sign any documentation regarding the grant needs to sign in block 2 or block 3, this includes the applicant agent or alternate and anyone who is signing A-19 vouchers, SOD/FIR's, and any additional grant paperwork.
STEP 7:	Page 9, **Debarment form**, the applicant or alternate agent will sign.
STEP 8:	Page 10, **W-9**, the applicant or alternate agent will sign.
STEP 9:	Page 11 and 12, **Audit Certification/FFATA**, the authorized *Chief Financial Officer* will complete page11 and sign page 12.
STEP 10:	Page 13: If an account has not been established with the State, or if changes need to be made, please complete the Vendor/Payee Registration form, or change form located at https://ofm.wa.gov/it-systems/accounting-systems/statewide- vendor payee-services
STEP 11:	If an account has already been established with the State and no changes need to be made, please provide us with your SWV# by completing page 13: Statewide Payee page.
STEP 12:	Please remember, **TWO ORIGINAL COPIES OF THE GRANT AGREEMENT** (sent as a separate attachment) will need to be signed and submitted along with this Supplemental Contracts package. The applicant agent, alternate agent, or highest authorizing authority can sign the Grant Agreement. After ***all signatures are obtained on all forms***, mail the following to: Mr. Gerard Urbas Washington Military Department Emergency Management Division Public Assistance Program MS: TA-20, Building 20-B Camp Murray, WA 98430-5122 2 originals of contract/grant agreement 1 original of designation letter or 1 certified copy of resolution1 original signature authorization form 1 original disaster assistance application1 original debarment form 1 W-9 1 Audit Certification/FFATA form 1 Statewide Vendor Number sheet **Keep pages 1 - 3 (they do not need to be mailed to us) and copies of all forms for your records.**
STEP 13:	After the contract/grant agreement is executed by WA Military Department, one original contract agreement will be mailed to the applicant agent. These should be kept for your records. *If you have questions, please contact your Program Delivery Manager or Program Assistant.*

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

Re: Designated Applicant Agent

Dear Mr. Urbas:

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

Disaster: 4682-DR-WA Severe Storms, Straight-line Winds, Flooding, Landslides, and Mudslides
Applicant: City of Lake Stevens
Applicant Agent: Barb Stevens
Alternate Applicant Agent: Gene Brazel

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

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

Sincerely,

Brett Gailey

Mayor (2020-2023)

DISASTER ASSISTANCE APPLICATION **DEM - 131**

Application Identifier:

State Number: D23-220

Federal Disaster Number: 4682-DR-WA

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

Declaration Date: January 5, 2022

Applicant's FEMA Project Application Number: 061-37900-00

Legal Applicant Recipient:

Applicant's Name: City of Lake Stevens

Street Address: 1812 Main St./PO Box 257, Lake Stevens

Mailing Address: PO Box 257 County: Snohomish

City: Lake Stevens State: WA Zip Code: 98258

Applicant Agent:

Name: Barb Stevens

Title: Finance Director

Signature: ______________________

Contact Information:

Phone: 425-622-9410

Fax: 425-622-9397

E-mail: bstevens@lakestevenswa.g

Date: ______________________

Alternate Applicant Agent:

Name: Gene Brazel

Title: City Administrator

Signature: ______________________

Phone: 425-622-9414

Fax: 425-622-9397

E-mail: gbrazel@lakestevenswa.go

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: 1

State Legislative District Number: 39

Governor's Authorized Representative:

Signature ______________________ Date: ______________________

NOTE: Shaded blocks for WA EMD use.

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION	DATE SUBMITTED
City of Lake Stevens	
PROJECT DESCRIPTION	**CONTRACT NUMBER**
4682-DR-WA	D23-220

1. AUTHORIZING AUTHORITY

SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Brett Gailey	Mayor (2020-2023)

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Barb Stevens	Finance Director
	Gene Brazel	City Administrator

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Barb Stevens	Finance Director
	Max Roth	Risk Manager

\\NAC-1\VOL1\HOME\KARENB\….\WP\SIGNAUTH Revised 3/03

INSTRUCTIONS FOR SIGNATURE AUTHORIZATION FORM

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

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

1. **Authorizing Authority.** Generally, the person(s) signing in this box heads the governing body of the organization, such as the board chair or mayor. In some cases, the chief executive officer may have been delegated this authority.

2. **Authorized to Sign Contracts/Contract Amendments.** The person(s) with this authority should sign in this space. Usually, it is the county commissioner, mayor, executive director, city clerk, etc.

3. **Authorized to Sign Requests for Reimbursement.** Often the executive director, city clerk, treasurer, or administrative assistant have this authority. It is advisable to have more than one person authorized to sign reimbursement requests. **This will help prevent delays in processing a request if one person is temporarily unavailable.**

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

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)
City of Lake Stevens

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ------------------ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
1812 Main St; PO Box 257

Requester's name and address (optional)

City, state, and ZIP code
Lake Stevens, WA 98258

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number
91-6018875

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

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

Purpose of Form

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

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

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

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME City of Lake Stevens		Doing business as (DBA)	
ADDRESS 1812 Main St./PO Box 257, Lake Stevens, WA 98258	**Applicable Procurement or Solicitation #, if any:**	WA Uniform Business Identifier (UBI) 600-589-299	Federal Employer Tax Identification #: 91-601-8875
This certification is submitted as part of a request to contract.			

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

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

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

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

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

Bidder or Contractor Signature: ______________________ Date: ____________

Print Name and Title: Barb Stevens - Finance Director

WASHINGTON MILITARY DEPARTMENT

Audit Certification and FFATA Reporting Form

CONTACT INFORMATION	
Subrecipient Name (Agency, Local Government, or Organization): City of Lake Stevens	
Subrecipient Unique Entity Identifier (UEI) Number: H5SEGSJMDB47	
Authorized Financial Representative (Name and Title): Barb Stevens - Finance Director	
Address: 1812 Main St./PO Box 257, Lake Stevens WA 98258	
Email: bstevens@lakestevenswa.gov	Phone Number: 425-622-9410

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

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

SECTION B: Entities that ARE subject to the audit requirements of 2 CFR Part 200 Subpart F (Complete the information below and check the appropriate box)
☐ We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] for fiscal year [enter date]. There were no findings related to federal awards or internal controls.
☐ We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] for fiscal year [enter date] and there were findings related to federal awards and/or internal controls.
✔ Our completed 2 CFR Part 200 Subpart F Audit will be available on [by 12/31/2023] for fiscal year 2022.
Provide a complete copy of the audit report electronically to contracts.office@mil.wa.gov or provide the state audit number [enter number].

Updated 2/11/2020

SECTION C: Federal Funding Accountability and Transparency Act (check the corresponding answer)
In your preceding fiscal year, did your organization receive 80% or more of its gross revenues from federal funding? ☐ Yes ☑ No
In your preceding fiscal year, did your organization receive $25,000,000 or more in federal funding? ☐ Yes ☑ No
If you answered *yes* to the previous questions, WMD Contracts staff will request additional information to comply with FFATA reporting.

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

Signature of Authorized Financial Representative: Date:

Statewide Vendor Number:

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

SWV-0032526-01

Washington State Military Department
PUBLIC ASSISTANCE GRANT AGREEMENT FACE SHEET

1. SUBRECIPIENT Name and Address: **City of Lake Stevens** **1812 Main Steet PO BOX 257** **Lake Stevens, D23-220 98258**	2. Grant Agreement Amount: **To be determined, based upon approved project worksheets**	3. Grant Number: **D23-220**
4. SUBRECIPIENT, phone/email: Barb Stevens 425-622-9410 bstevens@lakestevenswa.gov	5. Grant Agreement Start Date: **November 3, 2022**	6. Grant Agreement End Date: **January 12, 2027**
7. DEPARTMENT Program Manager, phone/email: **Gerard Urbas, (253) 512-7402** **Gary.urbas@mil.wa.gov**	8. Unique Entity Identifier (UEI) : H5SEGSJMDB47	9. UBI # (state revenue): 600-589-299

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

11. Funding Source Agreement #: **FEMA-4682-DR-WA**	12. Program Index # **734AC (Federal) / 732AE (State) / 734AD (Admin)**	13. Catalog of Federal Domestic Asst. (CFDA) # & Title: **97.036, Public Assistance**	14. Federal EIN #: 91-601-8875

15. Total Federal Award Amount: N/A
16. Federal Award Date: N/A

17. Service Districts:
(BY LEGISLATIVE DISTRICT): 39 **th**
(BY CONGRESSIONAL DISTRICT): 1 **st**

18. Service Area by County(ies):
Snohomish

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 X SUBRECIPIENT ☐ OTHER

24. BRIEF DESCRIPTION:
Presidential Disaster Declaration # FEMA-4682-DR-WA Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides. To provide funds to the SUBRECIPIENT for emergency work and the repair or replacement of disaster-damaged facilities. as approved by FEMA in project worksheets describing eligible scopes of work and associated funding. The DEPARTMENT is the Recipient and Pass-through Entity of the Presidential Disaster Declaration # FEMA-4682-DR-WA Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides, and FEMA State Agreement, which are incorporated by reference, and makes a subaward of Federal award funds to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT is accountable to the DEPARTMENT for use of Federal award funds provided under this Agreement and the associated matching funds.

IN WITNESS WHEREOF, the DEPARTMENT and SUBRECIPIENT acknowledge and accept the terms of this Agreement, references and attachments hereto and have executed this Agreement as of the date and year written below. This Agreement Face Sheet, Special Terms and Conditions (Attachment 1), General Terms and Conditions (Attachment 2), Project Worksheet Sample (Attachment 3), Washington State Public Assistance Applicant Manual dated January 12, 2023 (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

APPROVED AS TO FORM:
Dierk Meierbachtol (signature on file) 6/9/2022
Assistant Attorney General

FOR THE SUBRECIPIENT:

Signature Date
print or type name: Brett Gailey

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	Barb Stevens	Name	**Gerard Urbas**
Title	Finance Director	Title	**Deputy State Coordinating Officer Public Assistance**
E-Mail	bstevens@lakestevenswa.gov	E-Mail	**gary.urbas@mil.wa.gov**
Phone	425-622-9410	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 January 12, 2023 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 January 12, 2023.

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-4682-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 November 3 to November 8, 2022. Eligible costs and activities will be identified in Project Worksheets approved by FEMA and a Project Worksheet Sample is incorporated as **Attachment 3**. The DEPARTMENT is also providing Advance Payments to the SUBRECIPIENT where provided by FEMA and required and allowed by law. Any interest earned on advance payments (except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450)) shall be promptly, but at least quarterly, remitted to the DEPARTMENT to be paid to FEMA. The subrecipient may keep interest amounts up to $100 per year for administrative expenses.

STATE AND FEDERAL REQUIREMENTS FOR PUBLIC ASSISTANCE GRANTS:

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

1. **FUNDING**
   The DEPARTMENT will administer the Public Assistance (PA) Grant Program, provide Advance payments, and reimburse approved eligible Public Assistance costs to the SUBRECIPIENT that are identified under the auspices of Presidential Disaster Declaration Number FEMA-4682-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-4682-DR-WA, subject to the following exceptions:

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

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

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

2. GRANT AGREEMENT PERIOD

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

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

3. PAYMENTS

The DEPARTMENT, using funds granted for the purposes of the Presidential Disaster Declaration from FEMA, shall issue payments to the SUBRECIPIENT in compliance with the Washington State Public Assistance Applicant Manual dated January 12, 2023 (**Attachment 4**) procedures as follows:

a. Small Project Payments: Payments are made for all small projects to the SUBRECIPIENT upon submission and approval of an A19-1A State of Washington Invoice Voucher to the DEPARTMENT, after FEMA has approved funding through approval of Project Worksheets.

b. Progress Payments: Progress payment of funds for costs already incurred on large projects minus 10 percent retainage may be made to the SUBRECIPIENT upon submission by the SUBRECIPIENT of an A19-1A State of Washington Invoice Voucher, a letter of request, and a spreadsheet identifying the claimed costs supporting the payment request and approval by the DEPARTMENT.

c. Improved Projects: Payments on improved projects (capped project) will be pro-rated based upon the percentage of the project that is funded under this disaster grant to the overall project cost. This percentage will be identified when the first payment on the improved project is made. Progress payments will be made as outlined above in Section B.

d. Final Payment: Final Payment on a large project will be made following submission by the SUBRECIPIENT of a certification of completion on the STATEMENT OF DOCUMENTATION / FINAL INSPECTION REPORT form upon completion of project(s), completion of all final inspections by the DEPARTMENT, and final approval by FEMA. Final payment on a large project will include any retainage withheld during progress payments. Final payments may also be conditional upon financial review, if determined necessary by the DEPARTMENT or FEMA. Adjustments to the final payment may be made following any audits conducted by the Washington State Auditor's Office, the United States Inspector General or other federal or state agency.

e. The SUBRECIPIENT is eligible to receive federal PA Management Costs up to 5 percent of the total award amount obligated for each Subrecipient at the time of its request. PA Management Costs includes any of the following when associated with the PA portion of a major disaster or emergency: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project. Documentation is required to substantiate the eligibility of management activities and associated costs in accordance with PA Management Costs Interim Policy – Standard Operating Procedures.

f. All payment requests shall be made on an A19-1A form, State of Washington, Invoice Voucher. Payments will be made by electronic fund transfer to the SUBRECIPIENT's account.

g. Federal funding shall not exceed the total federal contribution eligible for Public Assistance costs under Presidential Disaster Declaration number FEMA-4682-DR-WA.

h. For state agencies, the DEPARTMENT will, through interagency reimbursement procedures, transfer payment to the SUBRECIPIENT. Payment will be transferred by journal voucher to Agency No. _________, Accounting Fund No. _____________.

i. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.

j. For travel costs, SUBRECIPIENTs shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at http://www.gsa.gov, and follow the most restrictive.

k. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT Key Personnel.

l. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the SUBRECIPIENT consistent with record retention requirements of this Agreement, and be made available upon request by the DEPARTMENT, and local, state, or federal auditors.

m. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the DEPARTMENT within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the DEPARTMENT.

n. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the SUBRECIPIENT, its subrecipient or contractor, or any non-federal entity to which the SUBRECIPIENT makes a subaward, and is invoiced by the vendor.

o. SUBRECIPIENTs shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The SUBRECIPIENT may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

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

4. CLOSEOUT

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

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

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

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

5. DOCUMENTATION / REPORTING REQUIREMENTS

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

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

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

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

6. TIME EXTENSIONS

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

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

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

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

7. PROCUREMENT

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

8. SUBRECIPIENT MONITORING:

a. The DEPARTMENT will monitor the activities of the SUBRECIPIENT from award to closeout. The goal of the DEPARTMENT's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.

b. To document compliance with 2 CFR Part 200 Subpart F requirements, the SUBRECIPIENT shall complete and return to the DEPARTMENT 2 CFR Part 200 Subpart F Audit Certification Form located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.

c. Monitoring activities may include, but are not limited to:
   i. review of financial and performance reports;
   ii. monitoring and documenting the completion of Agreement deliverables;
   iii. documentation of phone calls, meetings, e-mails, and correspondence;
   iv. review of reimbursement requests and supporting documentation to ensure eligibility and consistency with Agreement work plan, budget, and federal requirements;
   v. observation and documentation of Agreement related activities;
   vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.

d. The SUBRECIPIENT is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200 Subpart F, for any non-federal entity to which the SUBRECIPIENT makes a subaward as a pass-through entity under this Agreement.

e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan. If the SUBRECIPIENT fails to comply with federal or state statutes or regulations, or the terms and conditions of this Agreement, the DEPARTMENT may impose any additional subaward conditions as described in 2 CFR 200.208. If the DEPARTMENT determines that noncompliance cannot be remedied by imposing additional conditions, it may take one or more of the following actions:
   i. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.
   ii. Wholly or partially suspend or terminate the subaward to the SUBRECIPIENT.

iii. Initiate suspension or debarment proceedings under 2 CFR 180 or recommend such a proceeding be initiated by the federal awarding agency.
iv. Withhold further federal awards for the project or program.
v. Take any other remedies that may be legally available.

f. The DEPARTMENT agrees to:
i. Provide technical assistance during all monitoring or evaluation activities. The DEPARTMENT will coordinate and schedule the meetings necessary to conduct and complete all monitoring and evaluation activities.
ii. Develop the SUBRECIPIENT's project worksheet(s) (PW) and supporting attachments with FEMA and the SUBRECIPIENT's assistance based upon the costs determined to be eligible.
iii. Submit the SUBRECIPIENT's funding package to FEMA.
iv. Notify the SUBRECIPIENT when funding approval is received, issue payment per the process described above see Article II, A.4 – Payments, and provide the SUBRECIPIENT with a copy of the approved project worksheet.
v. Work with the SUBRECIPIENT to resolve any issues identified during the monitoring process.
vi. Review and respond appropriately to the SUBRECIPIENT's requests for time extensions and changes.

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

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

A. FEMA STATE AGREEMENT TERMS AND CONDITIONS

As a subrecipient of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS/FEMA terms and conditions of the Presidential Declaration and the FEMA State Agreement, which are incorporated in and made a part of this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated January 12, 2023 (**Attachment 4)**.

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

A.1 DEFINITIONS

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

a. "**DEPARTMENT**" means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the DEPARTMENT, or any of the officers or other officials lawfully representing that DEPARTMENT. The DEPARTMENT is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a subrecipient under this Agreement.

b. "**SUBRECIPIENT**" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the DEPARTMENT. However, the definition of "subrecipient" is the same as in 2 CFR 200.93 for all other purposes. "**Monitoring Activities**" means all administrative, construction, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.

c. "**Project**" means those actions funded through the Public Assistance Program and described in approved Project Worksheets. Projects may include one or more of the following: reimbursement of costs for emergency response, debris removal and/or repair or restoration of damaged public facilities. A project may be a small, large, improved, or alternate project.

d. "**Investment Justification**" means grant application investment justification submitted by the SUBRECIPIENT describing the project for which federal funding is sought and provided under this Agreement. Such grant application investment justification is hereby incorporated into this Agreement by reference.

A.2 ADVANCE PAYMENTS

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

Pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C §5121-5207), Advance Payment process, FEMA may process a SUBRECIPIENT project worksheet which is provided to the state of Washington for direct disbursement to SUBRECIPIENT.
Pursuant to these provisions and RCW 43.88.160(5), these grant funds are not subject to the advance payments prohibition and will be disbursed immediately to SUBRECIPIENT as grants authorized by law with subsequent authentication and certification of expenditures.

A.3 AMENDMENTS AND MODIFICATIONS

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

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

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

A.5 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH

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

A.6 ASSURANCES

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations. In addition, as a SUBRECIPIENT of FEMA funding, the SUBRECIPEINT shall comply with all applicable DHS terms and conditions as specified in Appendix F of the Washington State Public Assistance Applicant Manual dated January 12, 2023 incorporated in this Agreement as **Attachment 4**.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

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

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

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

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

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

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

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

The SUBRECIPIENT and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to:

nondiscrimination laws and/or policies, Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, as supplemented by Department of Labor regulations (41 CFR chapter 60); Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Title 44 of the Federal Regulations, 2 CFR Part 3002, Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

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

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

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

A.10 CONFLICT OF INTEREST

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

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

A.11 CONTRACTING & PROCUREMENT

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

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

1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part

60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

A.12 DISCLOSURE

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

A.13 DISPUTES

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

A.14 DUPLICATION OF BENEFITS

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

A.15 HAZARDOUS SUBSTANCES

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

A.16 LEGAL RELATIONS

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

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

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

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

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

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

A.17 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

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

A.18 LOSS OR REDUCTION OF FUNDING

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

A.19 NONASSIGNABILITY

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

A.20 NONDISCRIMINATION

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

A.21 NOTICES

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

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

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

A.23 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

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

A.24 POLITICAL ACTIVITY

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

A.25 PRIVACY

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

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

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

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

A.26 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

A.27 PUBLICITY

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

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

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

A.28 RECAPTURE PROVISION

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

A.29 RECORDS AND REPORTS

a. The SUBRECIPIENT agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUBRECIPIENT's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").

b. The SUBRECIPIENT's records related to this Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the SUBRECIPIENT with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.

c. The records shall be made available by the SUBRECIPIENT for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUBRECIPIENT's normal working day.

d. The SUBRECIPIENT shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) year must be followed.

A.30 RECOVERY OF FUNDS

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

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

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

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

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

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

A.32 SEVERABILITY

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

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

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

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

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

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

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

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

Contracts.Office@mil.wa.gov
Subject: Subrecipient Name, Single Audit and Corrective Action Plan

OR

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

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

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

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

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

A.34 SUBRECIPIENT NOT EMPLOYEE

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

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

A.35 TAXES, FEES AND LICENSES

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

A.36 TERMINATION FOR CONVENIENCE

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

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

A.37 TERMINATION OR SUSPENSION FOR CAUSE

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

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

In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

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

A.38 TERMINATION PROCEDURES

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

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

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

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

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

a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUBRECIPIENT under the orders and sub-contracts so terminated, in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;
e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the 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

IT	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.**

CITY COUNCIL STAFF REPORT

Agenda Date: 9/12/2023

Subject: Authorization/Resolution for Application with Recreation Conservation Office

Contact Person/Department: Sarah Garceau, Jill Meis, Parks Department

Budget Impact: Inflows up to $100,000.00

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:
Approve resolution 2023-13 authorizing staff to apply for a Local Parks Maintenance grant (LPM) for a new boat for the Parks and Recreation Department.

SUMMARY/BACKGROUND:
The Recreation Conservation Office (RCO) requires an authorization/resolution for staff to apply and the Mayor to sign any applications and grant agreements. This grant will be used to fund a new boat for parks operations on Lake Stevens. Staff has analyzed the eligible projects/equipment and has decided to apply in September 2023 for this grant.

APPLICABLE CITY POLICIES:

ATTACHMENTS:
1. Resolution No. 2023-13

RESOLUTION NO. 2023-13

A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON, SUPPORTING THE APPLICATION TO THE RECREATION CONSERVATION OFFICE FOR A NEW BOAT TO BE USED ON LAKE STEVENS BY THE PARKS AND RECREATION DEPARTMENT. THIS RESOLUTUION/AUTHORIZATION AUTHORIZES THE PERSON(S) IDENTIFIED BELOW (IN SECTION 2) TO ACT AS THE AUTHORIZED REPRESENTATIVE/AGENT ON BEHALF OF OUR ORGANIZATION AND TO LEGALLY BIND OUR ORGANIZATION WITH RESPENCT OT THE ABOVE PROJECT(S) FOR WHICH WE SEEK GRANT FUNDING ASSISTANCES MANAGED THROUGH THE RECREATION AND CONSERVATION OFFICE (OFFICE).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) reference above; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON, DOES RESOLVE AS FOLLOWS:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."

2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Routing Order	Name of Signatory and Title of Person Authorized to Sign	Email Address
Grant application (submission thereof)		Jill Meis, Parks Planning and Development Coordinator	jmeis@lakestevenswa.gov
Project contact (day-to-day administering of the grant and communicating with the RCO)		Jill Meis, Parks Planning and Development Coordinator	jmeis@lakestevenswa.gov
Agreement/amendment approver[1]	1	Sarah Garceau, Parks and Rec Director	sgarceau@lakestevenswa.gov
Agreement/amendment approver	2	Jessica Rowe, Accountant-Grants/Capital	jrowe@lakestevenswa.gov
Agreement/amendment approver	3	Kelly Chelin, City Clerk	kchelin@lakestevenswa.gov
Agreement/amendment approver	4	Jill Meis, Parks Planning and Development Coordinator	jmeis@lakestevenswa.gov
RCO Grant Agreement signer[2]		Brett Gailey, Mayor	bgailey@lakestevenswa.gov
Agreement amendments signer[2]		Brett Gailey, Mayor	

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide updated documentation of authorized signers, if needed.

3. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.

4. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.

5. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.

6. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

7. Our organization acknowledges that the grant will only be used for maintenance of local park property owned by our organization.

8. This resolution/authorization is deemed to be part of the formal grant application to the Office.

9. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises, and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):
Signed Title Date On File at:
This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
Location: ______________________________________ Date: ______________________

1 **Agreement/Amendment Approver:** refers to an individual or several individuals who review and approve the electronic document and contacts RCO if corrections are needed. The approver does not sign the document. You may add more than one approver but please designate the order for routing purposes.

2 **RCO Grant Agreement/Agreement Amendments Signer:** refers to the individual who must officially sign the document with an electronic signature and may be required to enter data such as title, date, agency name, etc. into fields. The signer of Agreements may differ from the individual who is delegated to sign Amendment documents, but we can only accept one signature per document.

PASSED by the City Council of the City of Lake Stevens this 5th day of September, 2023.

____
Brett Gailey, Mayor

ATTEST:

By:_________________________________
Kelly M. Chelin, City Clerk

CITY COUNCIL STAFF REPORT

Agenda Date: 9/12/2023

Subject: Interlocal Agreement with Snohomish County

Contact Person/Department: Russ Wright, Community Development

Budget Impact: None

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:
Authorize the Mayor to sign an amended Interlocal Cooperation Agreement with Snohomish County, as part of the Snohomish County Housing and Community Development Urban Consortium

SUMMARY/BACKGROUND:
Snohomish County is designated as an "Urban County" under the HUD Block Grant program and receives direct annual funds from the United States Department of Housing and Urban Development (HUD). The program includes Community Development Block Grants (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG). The funds are used to help meet affordable housing and community development needs in the county. The cities and towns in Snohomish County participate in the Urban County Consortium through an Interlocal Cooperation Agreement. The city continues to participate as a member of the Technical Advisory Committee (TAC) each year evaluating and recommending distribution of grant funds for eligible projects. Every three years, HUD requires Snohomish County to re-qualify as an "Urban County" for continued receipt of the grant funds by renewing the Interlocal Cooperation Agreements. The city has participated in the consortium since 1999. Upon renewal, participating members of the Consortium may apply for funding under the CDBG, HOME, and ESG funds that come to our Consortium through the local process.

The requested update will be Amendment Number 2 (Attachment 1) to the original ILA and Amendment 1 (Attachment 2). The amendment updates Section 4, as seen in Attachment 1.

APPLICABLE CITY POLICIES:
The City has participated in the Cooperative since 1999.

ATTACHMENTS:
1. Attachment 1_ILA Amendment
2. Attachment 2_ILA

Attachment 1

SNOHOMISH COUNTY HOUSING AND COMMUNITY DEVELOPMENT URBAN COUNTY CONSORTIUM

INTERLOCAL COOPERATION AGREEMENT
Amendment 2

WHEREAS, Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as "County") and the City of Lake Stevens (hereinafter referred to as "unit of local government"), pursuant to the Interlocal Cooperation Act of 1967, as amended, entered into an Interlocal Cooperation Agreement in 1999 together with other participating units of local government in Snohomish County for the Snohomish County Housing and Community Development Urban County Consortium; and

WHEREAS, the purpose of the Agreement is to qualify as an Urban County for receipt of Community Development Block Grant (hereinafter "CDBG"), HOME Investment Partnership Program (hereinafter "HOME"), Emergency Solutions Grant Program (hereinafter "ESG") and such other funds as may be available from the U.S. Department of Housing and Urban Development as a result of the Urban County designation; and

WHEREAS, the original term of the agreement was for Federal Fiscal Years 2000, 2001, and 2002, and the Agreement has been automatically renewed for successive three-year terms through the current term for Federal Fiscal Years 2021, 2022, and 2023 in order to maintain the Urban County designation for receipt of CDBG, HOME, ESG, and other grant funds; and

WHEREAS, in order to maintain the Urban County designation for receipt of CDBG, HOME, ESG, and other grant funds for Federal Fiscal Years 2024, 2025, and 2026, the U.S. Department of Housing and Urban Development is requiring that the Agreement to add certain language regarding compliance with federal regulations.

NOW, THEREFORE, the County and the unit of local government hereby agree as follows:

1. Section 4 of the Agreement is amended to read:

   Snohomish County and the unit of local government will take all actions necessary to assure compliance with the Urban County's certification required by Section 104 (b) of Title I of the Housing and Community Development Act of 1974. Snohomish County and the unit of local government shall ensure that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100 and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152, available at https://www.federalregister.gov/documents/2021/06/10/2021-12114/restoringaffirmativelyfurthering-fair-housing-definitions-and-certifications. Both parties must comply with Section 109 of Title I of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulation at 24 CFR part 8; Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35; the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146; and Section 3 of the Housing and Urban Development Act of 1968, and with other applicable laws.

2. All other terms and conditions of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have executed this **AGREEMENT**, this ______day of ____________________, 2023.

FOR__________________________________	**ATTEST:**
BY____________________________________	**BY**____________________________
TITLE_________________________________	**TITLE**________________________
FOR SNOHOMISH COUNTY	**ATTEST**:
BY____________________________________	**BY**___________________________
TITLE_________________________________	**TITLE**________________________

APPROVED AS TO FORM:

____

Attachment 2

SNOHOMISH COUNTY HOUSING AND COMMUNITY DEVELOPMENT URBAN COUNTY CONSORTIUM

INTERLOCAL COOPERATION AGREEMENT AMENDMENT 1

WHEREAS, Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as "County") and the City of Lake Stevens, a political subdivision of the State of Washington "(hereinafter referred to as "unit of local government"), pursuant to the Interlocal Cooperation Act of 1967, entered into an Interlocal Cooperation Agreement (hereinafter the "Agreement") in 1999 together with other participating units of local governments in Snohomish County for the Snohomish County Housing and Community Development Urban County Consortium; and

WHEREAS, the purpose of the Agreement is to qualify as an Urban County for receipt of Community Development Block Grant (hereinafter "CDBG"), HOME Investment Partnership Program (hereinafter "HOME"), Emergency Solutions Grant Program (hereinafter "ESG") and such other funds as may be available from the U.S. Department of Housing and Urban Development as a result of the Urban County designation; and

WHEREAS, the original term of the agreement was for Federal Fiscal Years 2000, 2001, and 2002, and the Agreement has been automatically renewed for successive three-year terms through the current term for Federal Fiscal Years 2012, 2013, and 2014 in order to maintain the Urban County designation for receipt of CDBG, HOME, ESG and other grant funds; and

WHEREAS, in order to maintain the Urban County designation for receipt of CDBG, HOME, ESG and other grant funds for Federal Fiscal Years 2015, 2016, and 2017, the U.S. Department of Housing and Urban Development is requiring that the Agreement be amended to more clearly delineate the fair housing and civil rights obligations to which urban counties and units of local government are subject and to add a new requirement regarding the use of CDBG funds that was placed in the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76; and

WHEREAS, other minor revisions to the Agreement are necessary to meet the current requirements for cooperation agreements in the Urban County Qualification Notice for Federal Fiscal Years 2015, 2016, and 2017;

NOW, THEREFORE, the County, and the unit of local government, hereby agree as follows:

1. Section 1 of the Agreement is amended to read:

   Each party authorizes the inclusion of its population and other demographic characteristics for purposes of qualification of Snohomish County as an Urban County as defined in the Act; joins together with all other participating units of general purpose local government to qualify Snohomish County as an Urban County for Community Development Block Grant (hereinafter "CDBG"), HOME Investment Partnership Program (hereinafter "HOME"), Emergency Solutions Grant Program (hereinafter "ESG"), and such other funds as may be available from the U.S. Department of Housing and Urban Development as a result of the Urban County designation; agrees to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing; and shall take all necessary actions to carry out the provisions of the approved Snohomish County Consolidated Plan. This agreement contemplates that identical agreements will be executed between the County and other cities and towns in Snohomish County and that the population and demographic data from those other cities and towns will further enable the County to qualify for CDBG, ~~and~~ HOME, and ESG funding. Such other cities and towns which enter into identical agreements are hereinafter referred to as "participating units of local government."

2. Section 2 of the Agreement is amended to read:

   Snohomish County, as the applicant and grant recipient entity, assumes full decision making authority, including final funding award selections, policy making, and preparation and filing of the Consolidated Plan and annual Action Plan with the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to carry out activities funded from Federal Fiscal Year 2000, 2001, and 2002 appropriations for the CDBG, ~~and~~ HOME, and ESG programs and any program income generated from the expenditure of such funds, and also assumes all obligations of the applicant as provided in the Act and the regulations promulgated thereunder.

3. Section 3 of the Agreement is amended to read:

   Through the execution of this Agreement, the unit of local government understands and acknowledges that ~~it is not eligible to apply to the State for CDBG or HOME funding from Federal appropriations~~ for the Federal Fiscal Years for which this Agreement is in effect, it is not eligible to apply for grants from Federal appropriations under the State CDBG Program; that it may ~~only participate in~~ receive a formula allocation under the HOME Program only through the Urban County~~,~~ and that it may not participate in a HOME Consortium except with Snohomish County, and that this does not preclude the Urban County or the unit of local government from applying to the State for HOME funds, if the state allows; and that it may receive a formula allocation under the ESG Program only through the Urban County and that this does not preclude the Urban County or the unit of local government from applying to the State for ESG funds, if the state allows.

4. Section 4 of the Agreement is amended to read:

   Snohomish County and the unit of local government will take all required actions necessary to assure compliance with the Urban County's certification required by Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and ~~including the provisions of the Fair Housing Act,~~ affirmatively furthering fair housing. ~~Title VI of the Civil Rights Act of 1964, Section 109 of Title I of the Housing and Community Development Act of 1974~~ Both parties must comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and with other applicable laws.

5. Section 5 of the Agreement is amended as follows:

Snohomish County shall not provide CDBG, ~~or~~ HOME, or ESG funding in or in support of any participating unit of local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's action to comply with the County's fair housing certification.

6. Section 7 of the Agreement is amended as follows:

Pursuant to 24 CFR 570.501(b), the unit of local government is subject to the same requirements applicable to subrecipients ~~Snohomish County~~ including the requirement of cooperating through written agreement with Snohomish County as set forth in 24 CFR 570.503.

7. Section 14 of the Agreement is amended as follows:

This Agreement shall supersede all previous Urban County cooperation agreements and shall remain in full force and effect from July 1, 2000 to June 30, 2003, or thereafter until all CDBG, ~~and~~ HOME, and ESG funds received by the unit of local government from the County from Federal Fiscal Year 2000, 2001 and 2002 appropriations and any subsequent qualification periods under this Agreement and all Program Income generated by activities funded from those receipts are expended and all the activities assisted either with the original receipts or the Program Income are completed. Neither party may terminate or withdraw from this Agreement while this Agreement remains in effect as provided herein and by the Act and Regulations. However, in the event that there is a revision of the Act and/or the Regulations which would make this Agreement out of compliance with the Act or Regulations, both parties will review this Agreement to renegotiate those items necessary to bring the Agreement into compliance. Both parties understand and agree that refusal to renegotiate this Agreement will result in the effective termination of the Agreement as of the date it is no longer in compliance with the Act and/or Regulations as amended.

Each party shall adopt any amendment to the Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period and to submit such amendment to HUD as provided in the urban county qualification notice. Failure to comply with the requirements of this paragraph will void the automatic renewal for such qualification period.

8. Section 15 of the Agreement is amended as follows:

At the end of the initial three year term, this Agreement shall automatically renew for an additional three year term, and thereafter at successive three year intervals, unless and until either of the parties gives Notice to the other, in the required manner, of its intention to terminate the Agreement at the end of the current term. Such Notice must be given in writing by a certain date that will be specified in instructions issued by HUD in advance of each succeeding three year term. The County shall inform the unit of local government in writing of that deadline date for Notice to terminate and its right not to participate, at least 30 days in advance of said date. In the event Notice of intent to terminate is given, the Agreement shall terminate after all CDBG, ~~and~~ HOME, and ESG funds received by the unit of local government from the County from appropriations for the three Federal Fiscal Years of that current term, and all Program Income generated by activities funded from those receipts, are expended and all the activities assisted either with the original receipts or the Program Income are completed.

9. The following Section 16 is added to the Agreement:

The unit of local government may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act pursuant to the Transportation, Housing, and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76.

10. All other terms and conditions of the original Agreement remain in full force and effect.

[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned parties have executed this **AGREEMENT**, this ______day of ____________________, 2014.

FOR___________________________________

ATTEST:

BY___________________________________

BY______________________________

TITLE________________________________

TITLE___________________________

FOR SNOHOMISH COUNTY

ATTEST:

BY___________________________________

BY______________________________

TITLE________________________________

TITLE___________________________

APPROVED AS TO FORM:

Rebecca Wendling 5/28/2014

199907220502

Return Address:
Grants Administration, MS 304
Snohomish County Planning and Development Services
3000 Rockefeller Ave.
Everett, WA 98201

199907220502 199907220502
07/22/1999 03:47 PM Snohomish County
P.0006 RECORDED

AUDITOR/RECORDER'S INDEXING COVER SHEET

Document title: Interlocal Cooperation Agreement

Grantor: City of Lake Stevens

Grantee: Snohomish County

Reference Number(s) of Documents Assigned or Released: None

Legal description: Not applicable

Assessor's Property Tax Parcel/Account Number: Not applicable

SNOHOMISH COUNTY HOUSING AND COMMUNITY DEVELOPMENT URBAN COUNTY CONSORTIUM

INTERLOCAL COOPERATION AGREEMENT

WHEREAS, the Congress of the United States of America has declared that the nation's cities, towns and smaller urban communities face critical social, economic, and environmental problems, and has enacted the Housing and Community Development Act of 1974, as amended (hereinafter "the Act") in response thereto; and

WHEREAS, the Act makes federal financial assistance available for:

1. Eliminating slums and blight, blighting influences and the deterioration of property in neighborhood and community facilities of importance to the welfare of the community;
2. Eliminating conditions detrimental to health, safety and welfare of the public through enforcement of regulatory standards, demolition, interim rehabilitation assistance and related activities;
3. Conserving and expanding the nation's housing stock so as to provide a decent home and suitable living environment for every person and primarily those of low income;
4. Expanding and improving the quantity and quality of community services, principally for persons of low income, which are essential for sound community development;
5. Utilizing land and other natural resources so as to afford the most rational and best arrangement of the residential, commercial, industrial, recreational, and other needed activity centers;
6. Reducing the isolation of income groups within communities and geographic areas by promoting and increasing the diversity and vitality of neighborhoods through lessening housing concentration of low income people and revitalizing deteriorating and deteriorated neighborhoods;
7. Restoring and preserving property of special value for historic, architectural, or aesthetic reasons;
8. Community revitalization in areas with population out-migration and/or stagnating or declining tax base; and
9. Conserving the nation's scarce energy resources, improving energy efficiency, and the providing of alternative and renewable energy source supplies; and

WHEREAS, the Act and the Regulations established thereunder (hereinafter "Regulations") establish certain eligibility requirements for receipt of federal financial assistancc; and

WHEREAS, Snohomish County may be eligible to receive federal financial assistance under that Act as an "Urban County;" and

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WHEREAS, the Interlocal Cooperation Act of 1967 (Chapter 39.34, Revised Code of Washington) permits local governmental units to cooperate in a manner that will accord best with geographic, economic, demographic and other factors influencing the development of local communities;

NOW, THEREFORE, Snohomish County, a political subdivision of the State of Washington (hereafter referred to as "County"), and the City of Lake Stevens, a political subdivision of the State of Washington (hereafter referred to as "unit of local government"), pursuant to the Interlocal Cooperation Act of 1967, in consideration of the promises and covenants hereinafter set forth, agree as follows:

1. Each party authorizes the inclusion of its population and other demographic characteristics for purposes of qualification of Snohomish County as an Urban County as defined in the Act; joins together with all other participating units of general purpose local government to qualify Snohomish County as an Urban County for Community Development Block Grant (hereinafter "CDBG"), HOME Investment Partnership Program (hereinafter "HOME"), and such other funds as may be available from the U.S. Department of Housing and Urban Development as a result of the Urban County designation; agrees to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing; and shall take all necessary actions to carry out the provisions of the approved Snohomish County Consolidated Plan. This agreement contemplates that identical agreements will be executed between the County and other cities and towns in Snohomish County and that the population and demographic data from those other cities and towns will further enable the County to qualify for CDBG and HOME funding. Such other cities and towns which enter into identical agreements are hereinafter referred to as "participating units of local government."

2. Snohomish County, as the applicant and grant recipient entity, assumes full decision making authority, including final funding award selections, policy making, and preparation and filing of the Consolidated Plan and annual Action Plan with the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to carry out activities funded from Federal Fiscal Year 2000, 2001, and 2002 appropriations for the CDBG and HOME programs and any program income generated from the expenditure of such funds, and also assumes all obligations of the applicant as provided in the Act and the regulations promulgated thereunder.

3. Through the execution of this Agreement, the unit of local government understands and acknowledges that it is not eligible to apply to the State for CDBG or HOME funding from Federal appropriations for the Federal Fiscal Years for which this Agreement is in effect, that it may only participate in the HOME Program through the Urban County, and that it may not participate in a HOME Consortium except with Snohomish County.

4. Snohomish County and the unit of local government will take all required actions necessary to assure compliance with the Urban County's certification required by Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including the provisions of the Fair Housing Act, Title VI of the Civil Rights Act of 1964, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws.

5. Snohomish County shall not provide CDBG or HOME funding in or in support of any participating unit of local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's action to comply with the County's fair housing certification.

6. The County and the unit of local government have each adopted and are each enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within jurisdictions.

7. Pursuant to 24 CFR 570.501(b), the unit of local government is subject to the same requirements applicable to Snohomish County including the requirement of cooperating through written agreement with Snohomish County as set forth in 24 CFR 570.503.

8. A Policy Advisory Board is hereby established which shall advise the County Council and Executive in matters of planning and administration of the Urban County program, including preparation of the Consolidated Plan and annual Action Plan, establishing and maintaining program management policies, and selecting among competing funding applications.

9. The Policy Advisory Board shall consist of the Snohomish County Executive (or his/her designee); three (3) members of the Snohomish County Council; one (1) Mayor or Council member to represent all participating units of local government whose population, independently, is 10,000 or greater; one (1) Mayor or Council member to represent all participating units of local government whose population, independently, is between 3,000 and 10,000; one (1) Mayor or Council member to represent all participating units of local government whose population, independently, is less than 3,000; one (1) Mayor or Council member to represent all participating units of local government at large; and one (1) Snohomish County citizen selected and appointed by the other eight (8) members of the Policy Advisory Board to serve ex officio as Chairperson of the Board. The four members representing participating municipalities shall each be selected and appointed in a manner agreed upon by the units of local government represented. Each Policy Advisory Board member shall have one vote in the Board's proceedings, except that the ex officio Chairperson shall vote only in the event of a tie.

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10. The Policy Advisory Board shall adopt bylaws, hold public hearings, advise on public and intergovernmental information and consultation processes, review and make recommendations on proposed plans, priorities, and policies, and review and make recommendations on proposed funding awards.

11. For the purpose of assisting in assessing funding applications for such characteristics as community need, conformance with adopted plans and priorities, nature and extent of benefit, financial or technical feasibility, or other factors bearing upon the merit of proposals competing for funding, a Technical Advisory Committee is hereby established which shall make recommendations to the Policy Advisory Board.

12. The Technical Advisory Committee shall consist of one (1) representative appointed by each participating unit of local government; two (2) representatives of Snohomish County appointed by the Snohomish County Executive; one (1) representative appointed by the Housing Authority of Snohomish County; and eight (8) Snohomish County residents appointed by the Policy Advisory Board to represent the following population groups: two residents representing low-income persons; two residents representing handicapped persons; two residents representing senior citizens; and two residents representing minority persons. Each Committee member shall have one vote.

13. Awards of all funds administered by the County under this Agreement shall be executed by written contractual agreements, in the form prescribed by the County, between the County and the participating units of local government or other eligible public and private nonprofit award recipients; and all activities receiving such financial assistance shall be carried out in compliance with those agreements and with all other applicable laws and regulations.

14. This Agreement shall supersede all previous Urban County cooperation agreements and shall remain in full force and effect from July 1, 2000 to June 30, 2003, or thereafter until all CDBG and HOME funds received by the unit of local government from the County from Federal Fiscal Year 2000, 2001 and 2002 appropriations and all Program Income generated by activities funded from those receipts are expended and all the activities assisted either with the original receipts or the Program Income are completed. Neither party may terminate or withdraw from this Agreement while this Agreement remains in effect as provided herein and by the Act and Regulations. However, in the event that there is a revision of the Act and/or the Regulations which would make this Agreement out of compliance with the Act or Regulations, both parties will review this Agreement to renegotiate those items necessary to bring the Agreement into compliance. Both parties understand and agree that refusal to renegotiate this Agreement will result in the effective termination of the Agreement as of the date it is no longer in compliance with the Act and/or Regulations as amended.

15. At the end of the initial three year term this Agreement shall automatically renew for an additional three year term, and thereafter at successive three year intervals, unless and until either of the parties gives Notice to the other, in the required manner, of its intention to terminate the Agreement at the end of the current term. Such Notice must be given in writing by a certain date that will be specified in instructions issued by HUD in advance of each succeeding three year term. The County shall inform the unit of local government in writing of that deadline date for Notice to terminate, at least 30 days in advance of said date. In the event Notice of intent to terminate is given, the Agreement shall terminate after all CDBG and HOME funds received by the unit of local government from the County from appropriations for the three Federal Fiscal Years of that current term, and all Program Income generated by activities funded from those receipts are expended and all the activities assisted either with the original receipts or the Program Income are completed.

IN WITNESS WHEREOF, the undersigned parties have executed this **AGREEMENT,** this 15th day of July, 1999.

FOR City of Lake Stevens

BY [signature]

TITLE Mayor

ATTEST:

BY Norma J. Scott

TITLE City Clerk/Admin. Asst.

FOR SNOHOMISH COUNTY

BY Joan M. Earl

TITLE **JOAN M. EARL**
Deputy Executive

ATTEST:

BY Connie Merrill

TITLE Executive Admin Asst

APPROVED AS TO FORM:

[signature]

May 13, 1999

19990722050 2

CITY COUNCIL STAFF REPORT

Agenda Date: 9/12/2023

Subject: Resolution No. 2023-14: Authorizing the Surplus of the Public Works Street Sweeper to the City of Forks, Washington

Contact Person/Department: Aaron Halverson, Public Works

Budget Impact: A new sweeper will be needed in the future to replace the only remaining sweeper that is nearing the end of its operational life. Replacement of the sweeper will be incorporated into the heavy-duty vehicle replacement plan that will be presented to the City Council later this fall.

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Make a motion to adopt Resolution No. 2023-14 to allow the City to complete an intergovernmental sale of a 2007 Sterling SC-8000 Sweeper Truck to the City of Forks, Washington.

SUMMARY/BACKGROUND:

In 2022, the City's 2007 Sterling SC-8000 was damaged in a vehicle collision and was determined to be a total loss. In addition, the 2007 Sweeper was at the end of its operational life. The City's insurance authority paid our insurance claim, but the sweeper remained the property of the City. Recently, the City was contacted by the City of Forks, who have an interest in acquiring the damaged sweeper. The sweeper was appraised by a third party and is valued at $3,500. Public Works has determined that the vehicle adds no value to the City fleet and the next highest use is to sell it to another local agency for parts or repair for $3,500.

APPLICABLE CITY POLICIES:

City Procurement Policy

ATTACHMENTS:

1. 20230908_SweeperResolution

RESOLUTION NO. 2023-14

SURPLUS OF STREET SWEEPER (9/12/2023)

A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON, CONCERNING THE INTERGOVERNMENTAL SALE OF A 2007 STERLING SC-8000 C/O SWEEPER TRUCK BY THE CITY OF LAKE STEVENS TO THE CITY OF FORKS, WASHINGTON.

WHEREAS, RCW 39.33.010 authorizes a Washington municipality to sell, transfer, exchange, lease, or otherwise dispose of any property to another municipality on such terms and conditions as may be mutually agreed upon; and

WHEREAS, RCW 43.09.210 requires that local government receive the "true and full value of all property transferred to another governmental entity; and

WHEREAS, RCW 35.94.040 requires that a public hearing be held if property originally purchased for utility purposes is no longer needed for that use and the City desires to lease, sell, or convey the property; and

WHEREAS, the City of Lake Stevens ("City") desires to sell and the City of Forks ("Forks") desires to purchase from the City for parts, the City's 2007 Sterling SC-8000 C/O Sweeper Truck ("Sweeper Truck"), which truck earlier this year was totaled in an accident and for which parts for repair are unavailable and is surplus to the City's needs ; and

WHEREAS, the Sweeper Truck was recently appraised by the James G. Murphy Co. for its "Forced Liquidation Value (F.L.V.)" in the amount of $3,500; and

WHEREAS, a public hearing on the proposed sale of the Sweeper Truck to Forks for the F.L.V. appraised value was duly noticed, and the public hearing held on September __, 2023; and

WHEREAS, the Lake Stevens City Council after consideration of the provisions of this resolution, the appraisal by James G. Murphy Co., the report from staff and any and all comments from the public, and council discussion believes it in the interest of the City and the public to authorize the proposed sale as discussed in these whereas provisions of this resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON AS FOLLOWS:

Section 1. Based upon the above recitals which are findings of fact for the purposes set forth herein, the Mayor or his designee is authorized sell and convey to Forks the City's 2007 Sterling SC-8000 C/O Sweeper Truck to the City of Forks for the F.L.V. of $3,500.

Section 2. As a condition of sale, representatives of the City and the City of Forks shall complete a Washington Vehicle Bill of Sale form attached and provide all forms and necessary information required by the Washington State Department of Licensing for the timely transfer to title and ownership of the Sweeper Truck to the City of Forks on the terms set forth herein. Any and all transfer fees required for the transfer shall be the responsibility of the City of Forks.

ADOPTED BY THE CITY COUNCIL ON SEPTEMBER 12, 2023.

____
Mayor Brett Gaily

ATTEST:

____
Kelly Chelin
City Clerk

CITY COUNCIL STAFF REPORT

Agenda Date: 9/12/2023

Subject: 2024 Preliminary Budget Discussion

Contact Person/Department: Barb Stevens, Finance

Budget Impact: 2024 Base Budget

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:
Review and Discuss Base Budget and Estimated Revenues for 2023

SUMMARY/BACKGROUND:
The 2024 Budget process is underway!

Finance will present the current year's budget versus estimated revenues, expenditures, and ending fund balances for all funds citywide on September 12th. Additionally, we will review estimated revenues for the upcoming year, as well as the initial base budget expenditures. This review will also include 6-year financial forecasts for the city's major funds, including the General Fund, Street Fund and Storm Water Fund, based on the initial budget expectations.

Budget Process:
The budget process began this summer with budget instructions going out to City Department Heads on August 7th. Notification emails were sent to the head of each department that included budget instructions, a draft budget schedule, and the initial base budget created by the Finance Department.

The initial base budget starts with a forecast of future revenues from all sources based on current trends, new initiatives, and resources provided by the Association of Washington Cities (AWC) and the Municipal Research Service Center (MRSC). Initial expenditure budgets generally start as a baseline equal to, or slightly above, the prior year's budget with the exception of one-time requests that are removed from the total.

This initial base budget includes current staffing levels, current programs, and current levels of service only. Departments have the opportunity to submit budget requests for additional staffing, equipment, and projects based on the needs of their department and the city as a whole.

The Mayor and City Administrator met with each department director individually and then brought the executive team together to discuss requests and constraints as a group, in an attempt to prioritize the budget based on overall need and available future funding.

The Mayor's preliminary budget recommendations will be presented to the City Council for review and discussion during the mini-retreat on September 15th. The remaining city council meetings and workshop study sessions will be used by the Council to discuss recommendations and give feedback based on citizen communication and city needs.

Public hearings will be held on October 24th and November 14th at 6:00pm at The Mill in Lake Stevens and via Zoom.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Council Budget Presentation 9.12.23

City of Lake Stevens

One Community Around the Lake

2024 Preliminary Revenues & Base Budget Overview

2024 Preliminary Budget Calendar

Council Budget Agenda *(Subject to Change)*	Date
Estimated Revenues & Preliminary Base Budget	September 12, 2023
Council Mini-Retreat – Mayor's Preliminary Budget & Staffing	September 15, 2023
Council Budget Session – 2024 Capital Projects	September 26, 2023
Council Budget Session – Preliminary Proposed Budget	October 3, 2023
Council Budget Session – Finalized Proposed Budget (if needed)	October 10, 2023
Public Hearing on Revenues (Property Tax)	October 24, 2023
Public Hearing No. 1	October 24, 2023
Public Hearing Final & Budget Adoption	November 14, 2023
Public Hearing Final (continuation) & Budget Adoption (if needed)	November 28, 2023

Revenues
2023 vs. 2024 Base Budget

Fund Name	2023 Budgeted Revenues	2023 Estimated Revenues	2024 Base Revenues	2023 Estimated to 2024 Base Budget
General Fund	$ 18,352,806	$ 18,940,540	$ 19,062,346	0.6%
Other General Funds	$ 2,520,989	$ 2,332,178	$ 2,290,000	-1.8%
Special Revenue Funds	$ 3,338,422	$ 3,295,809	$ 3,434,087	4.2%
Debt Service	$ 1,379,522	$ 1,379,522	$ 1,286,540	-6.7%
Capital Projects	$ 12,219,981	$ 11,302,177	$ 6,512,830	-42.4%
Other Proprietary - Sewer	$ 814,894	$ 820,464	$ 810,285	-1.2%
SWM Funds	$ 7,151,908	$ 7,366,826	$ 7,434,984	0.9%
Equipment Funds	$ 1,083,011	$ 1,027,171	$ 1,004,480	-2.2%
Trust Fund	$ 385,900	$ 189,754	$ 395,900	108.6%
Totals	$ 47,247,433	$ 46,654,441	$ 42,231,452	-9.5%

- GF – minimal increase due to one-time grants in 2023 (will RF remaining).
- Other GF – slight decrease expected in construction sales tax
- Special Revenue – Includes Transportation Benefit revenues
- Debt Service - decreased due to debt obligations – Paid off in 2023
- Capital Projects – decrease in estimated REET revenues and grant reimbursements

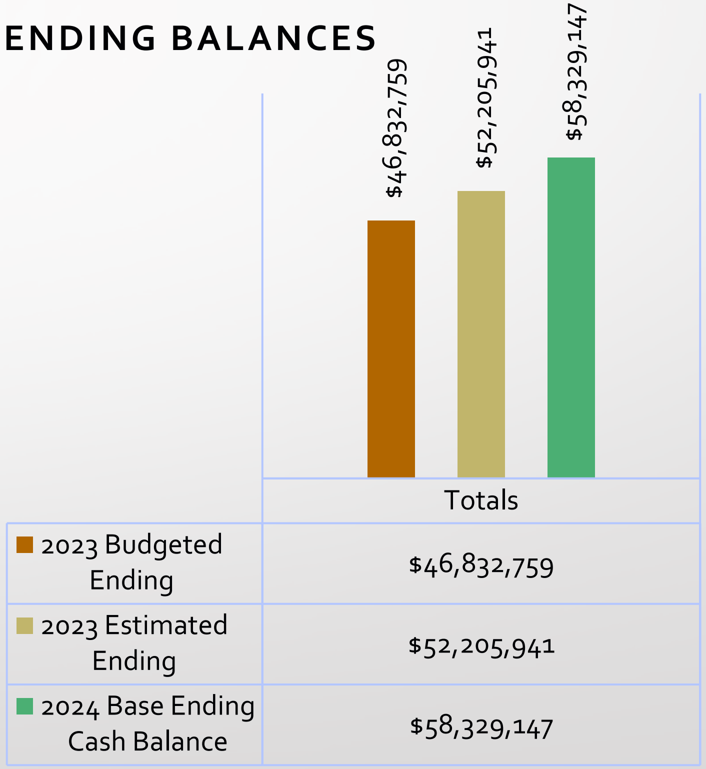
Expenditures
2023 vs. 2024 Base Budget

Fund Name	2023 Budgeted Expenditures	2023 Estimated Expenditures	2024 Base Expenditures	2023 Estimated to 2024 Base Budget
General Fund	$ 20,763,011	$ 18,201,078	$ 20,786,234	14.2%
Other General Funds	$ 5,733,762	$ 5,432,329	$ 1,300,200	-76.1%
Special Revenue Funds	$ 3,738,514	$ 3,372,604	$ 3,587,311	6.4%
Debt Service	$ 1,379,522	$ 1,379,522	$ 1,286,540	-6.7%
Capital Projects	$ 27,522,940	$ 25,676,363	$ 1,771,540	-93.1%
Other Proprietary - Sewer	$ 799,394	$ 814,394	$ 794,785	-2.4%
SWM Funds	$ 6,596,190	$ 6,030,849	$ 6,091,021	1.0%
Equipment Funds	$ 1,968,849	$ 1,971,101	$ 935,754	-52.5%
Trust Fund	$ 385,900	$ 178,634	$ 407,761	128.3%
Totals	$ 68,888,082	$ 63,056,874	$ 36,961,146	-41.4%

- GF – increase due to wage & benefit increases, forecasting all vacant 2023 position as filled
- Other GF – decrease due to Pandemic Recovery projects *(remaining budgets will RF)*
- Capital Project – decrease as new projects are not included in base budget
- Debt Service - decrease due to debt service
- Equipment – decrease shown as requests are not yet included

2024 Base Budget – All Funds

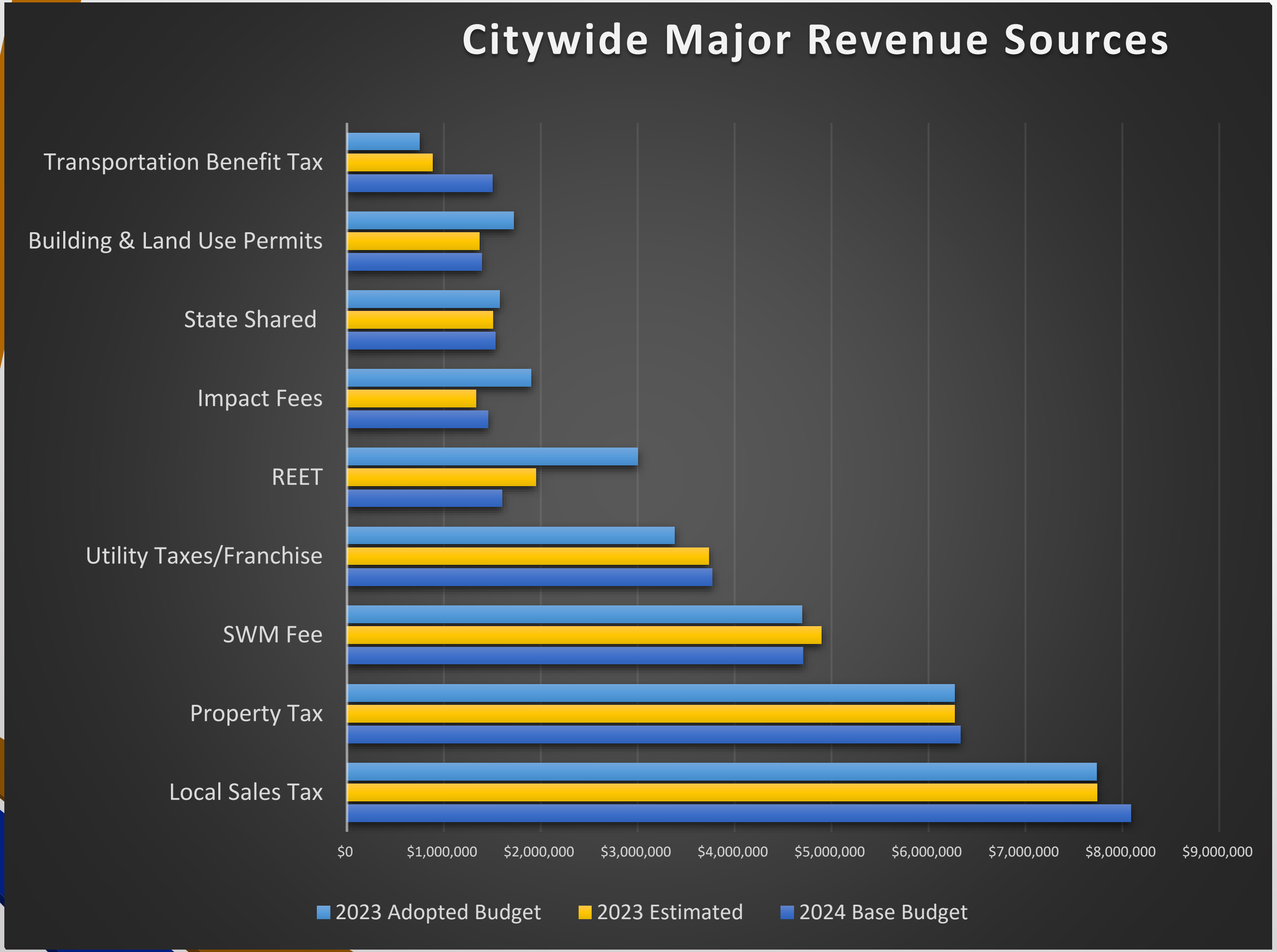
Fund Name	2024 Beginning Cash Balance	2024 Base Revenues	2024 Base Expenditures	2024 Base Ending Cash Balance	Revenue Over Exp (+)
General Fund (000)	$7,648,046	$19,062,346	$20,786,234	$5,924,158	($1,723,888)
Other General Funds (000)	$14,942,596	$2,290,000	$1,300,200	$15,932,396	$989,800
Special Revenue (100)	$2,799,586	$4,936,087	$4,236,411	$3,499,262	$699,676
Debt Service (200)	$0	$1,286,540	$1,286,540	$0	$0
Capital Projects (300)	$19,577,848	$6,512,830	$1,771,540	$24,319,137	$4,741,290
Other Proprietary – Sewer (400)	$23,946	$810,285	$794,785	$39,446	$15,500
SWM Funds (400)	$6,220,235	$7,434,984	$6,091,021	$7,564,198	$1,343,963
Internal Service (500)	$981,822	$1,004,480	$935,754	$1,050,548	$68,726
Fiduciary (600)	$11,861	$395,900	$407,761	$0	($11,861)
Totals	$52,205,940	$43,733,452	$37,610,246	$58,329,147	$6,123,206

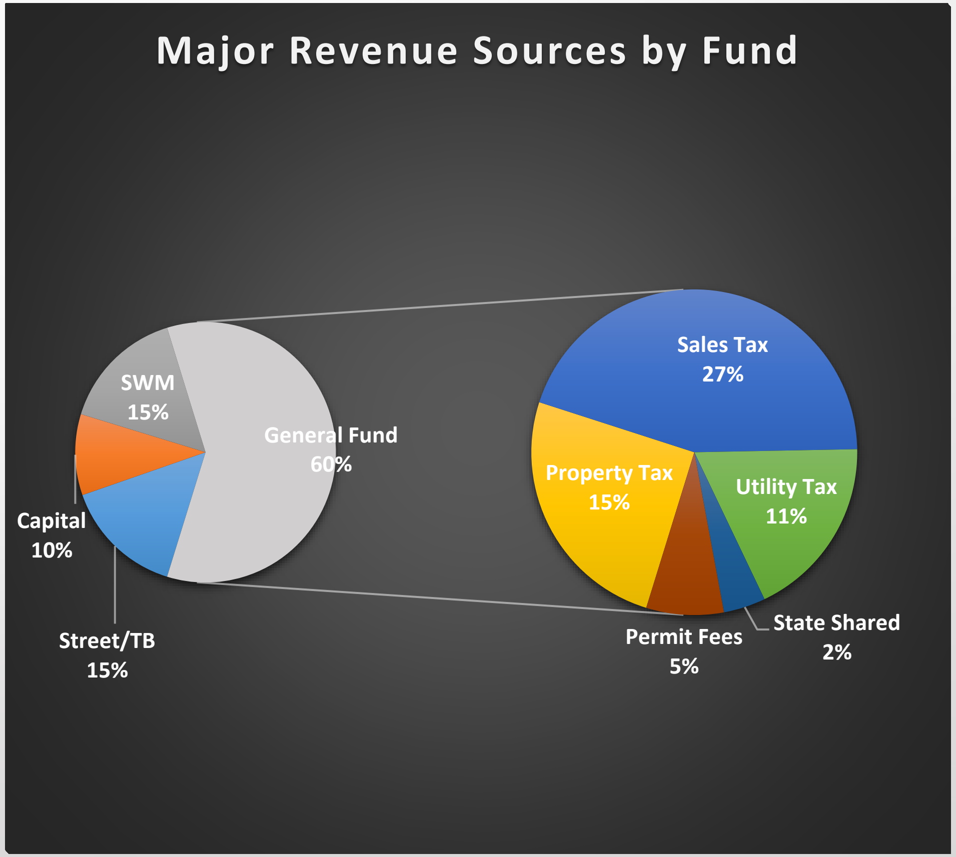


Major Revenue Sources

Revenue Source	Fund	Uses	% Total Rev	2023 Budget	2023 Estimated	2024 Base Budget	2024 Vs 2023 Estimated
GF - Property Tax	General 72%	Unrestricted	10%	$4,513,600	$4,513,600	$4,556,333	101%
GF - Local Sales & Use Tax	General/Reserve	Unrestricted	16%	$6,590,875	$6,757,201	$7,021,310	104%
GF - Crim Just./Afford Housing – ST	General	Some Restrictions	2%	$1,144,635	$983,722	$1,065,271	108%
GF - Utility Taxes/Franchise	General	Unrestricted	8%	$2,943,200	$3,258,665	$3,291,252	101%
GF - Liquor/DUI/State Shared	General	Some Restrictions	2%	$733,103	$741,349	$755,013	102%
GF - Building Permits	Permit	Restricted	3%	$1,500,000	$1,140,651	$1,170,000	103%
GF - Zoning & Subdivision (Plats)	Permit	Restricted	1%	$220,989	$226,128	$220,000	97%
ST - Property Tax	Street – 28%	Unrestricted	4%	$1,755,289	$1,755,289	$1,771,907	101%
ST - Utility Taxes	Street	Unrestricted	1.1%	$438,801	$472,956	$477,686	101%
ST - State Shared - MVFT	Street	Restricted to Fund Usage	2%	$840,048	$767,230	$774,438	101%
TB - Transportation Benefit ST	Transportation Benefit	Restricted	3%	$750,000	$884,240	$1,500,000	170%
Real Estate Excise Taxes	REET I&II	Restricted	4%	$3,000,000	$1,950,716	$1,600,000	82%
Traffic Impact Fees	Developer Contribution	Restricted	2%	$900,000	$688,006	$655,000	95%
Park Impact Fees	Park Mitigation	Restricted	2%	$1,000,000	$641,686	$800,000	125%
Surface Water Fees	Storm & Surface Water	Restricted to Fund Usage	12%	$4,695,800	$4,895,556	$5,091,378	104%

Major Revenue Sources





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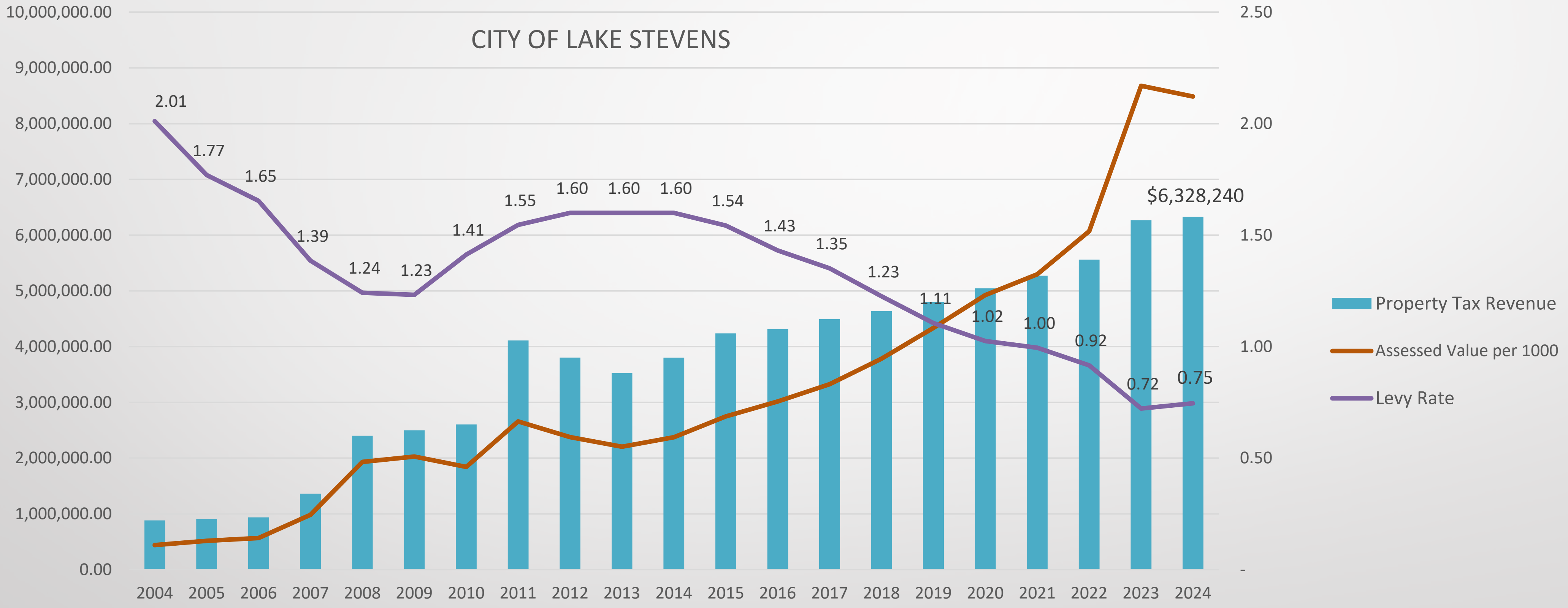
Property Tax History



- Estimated 2024 AV decrease 2.2%
- Estimated Levy Rate $0.75/ $100 AV
- Estimated 2024 Revenues $6,328,240

Untapped Revenue Sources

- Utility Tax
  - Imposed upon Gross Revenues of Utilities providing service with City boundaries
  - No taxes imposed on Sewer Utility or Storm Water Utilities currently
    - At 6% - Sewer Estimated over $1,000,000
    - At 6% - SWM Estimated $280,000

CITY OF LAKE STEVENS

General Fund
Revenue Assumptions for 2024

Revenues: $19,062,346

- 3.9% increase over 2023 budget ($710K)
- 0.6% increase over 2023 estimate ($120K)

- Property Tax: $4,556,33
  - Allocation remains at 72% GF, 28% Street Fund ($1.77M)
  - Assessed Value Decrease 2.2%
    - Does not include new construction
  - Levy Rate Estimated $0.75/1,000 AV
    - $100,000 home = $75 City Tax
    - $1,000,000 home = $750 City Tax

- Sales Tax: $7,021,310
  - Estimated 6% increase
  - Construction $1,200,000 ($900,000 in Contingency Fund)

- Investment Interest – decrease by 10%

- Permits – In Restricted Fund
  - Building Permits – Decreased from 2023 budget – $1,100,000
  - Zoning & Subdivision – Anticipate decrease over 2023 budget due to reduction in projects - $220,000

General Fund
Expenditure Assumptions for 2024

Expenditures – $20,786,234

- <1% increase over 2023 Budget
  - One-time expenditures
  - 14% increase over estimated expenditures

- 2024 Estimated Base Budget Fund Balance $5,924,158

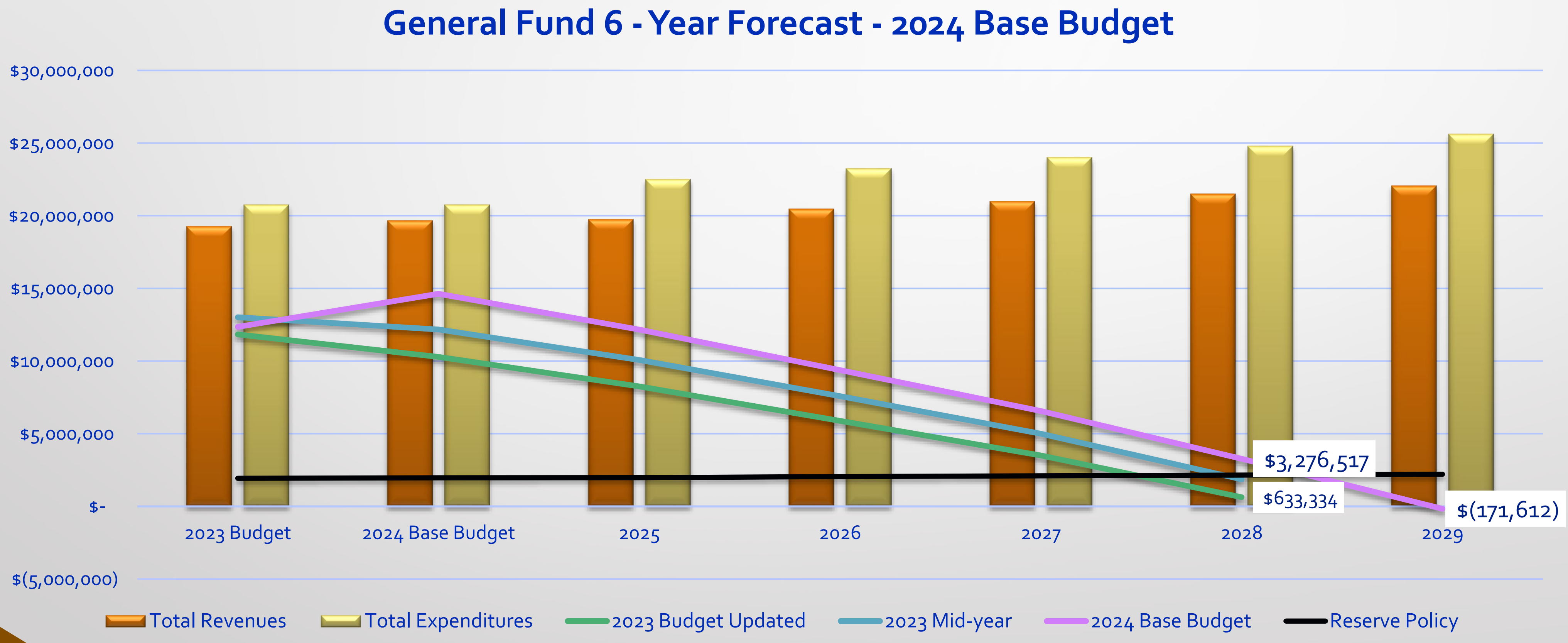
- Salaries & Benefits - $14,407,000
  - Current staffing levels
  - Cost of Living Increases – Current CPI 4.5%
    - 4% Non-Represented
    - 4% Guild Non-Commissioned

  Guild Commissioned & Teamsters being negotiated – equivalent placeholder used for estimations

- Medical/Dental Increases – 7%

- Increased WCIA Insurance Costs – 25%

Base Budget Forecasted Ending Balances



Street Fund Assumptions for 2024

Revenues - $3,405,326

- Property Tax: $1,771,907
  - Allocation remains at 28%
- MVFT & Multimodal Trans Tax: $774,438
- Garbage Utility Tax $477,686

- 2024 Estimated Ending Fund Balance $2,297,425

- Expenditures - $3,568,000
  - Salaries/Benefits - $1,774,000
    - Placeholder used for COLA - *2023 contract remains in negotiations*
  - Continue Annual Pavement Preservation - $400,000 *(in addition to TB allocation)*
  - Continue Contribution to Equipment Fund
    - Reevaluate based on lease replacement schedule
    - No Capital Projects included in base budget
  - Increased Liability Insurance Costs – 25%

Storm Water Fund Assumptions for 2024

Revenues - $5,185,760

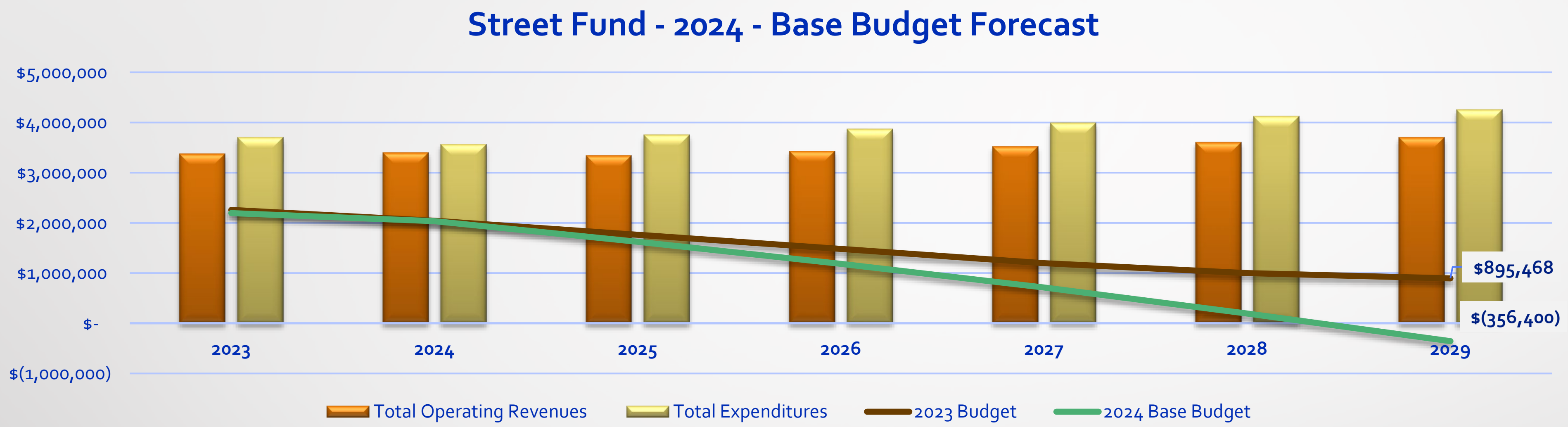
- Storm Water Service Charges – 4% increase
  - Based on Rate Study & Population
- Investment Interest $80K – *decrease of 10%*
- Contributions from Permit Managerial Fund for Permit related work

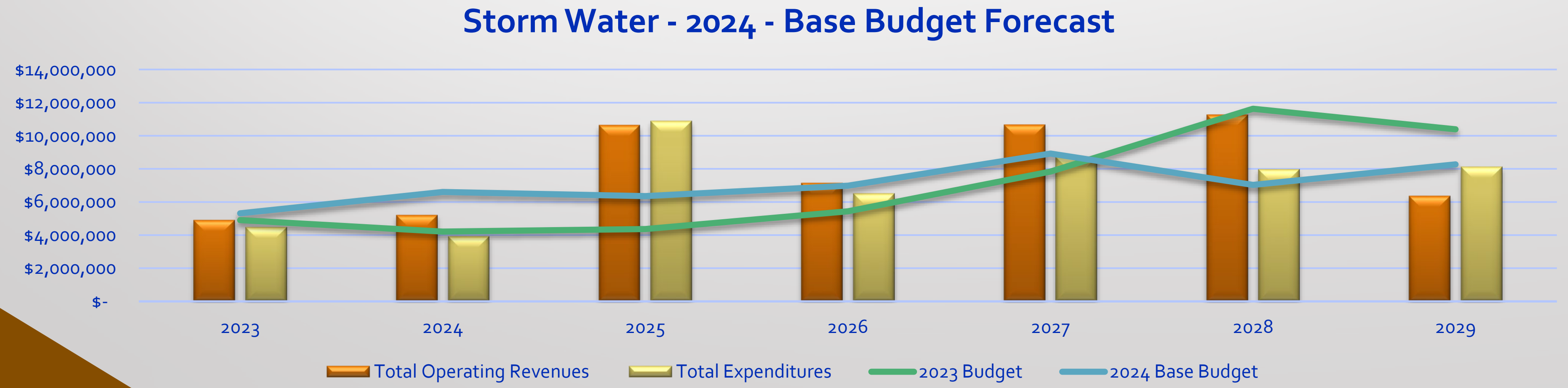
- 2024 Estimated Ending Fund Balance
  - Operating: $1,549,854
  - Capital: $6,014,345

Expenditures

- Operating Base Budget - $5,909,000
  - Salaries/Benefits $2,614,012
    - Placeholder used for COLA - *2023 contract remains in negotiations*
  - Continue Lake Treatments
  - WCIA Insurance Increase – 25%
- Capital Expenditures $0
  - No Projects included in 2024 Base Budget
  - 2023 projects will be RF if not completed
- Debt Expenditures $167,082
  - Decant Land Purchase – 2024 payoff
  - Vactor – 2025 payoff

Base Budget Forecasted Ending Balances





2024 Budget Priorities

- Maintain Public Health & Safety
  - American Public Works Association (APWA) Accreditation
  - Enhance Transportation Program
  - Enhance Park & Recreation Program
  - Complete Capital Projects in Process
- Streamlining Citywide Processes to Increase LOS
- Attract & Retain Highly Qualified Staff

CITY OF LAKE STEVENS

Next Steps

- Next Budget Discussion
  - Mayor’ Preliminary Budget
    - Review of Requests
    - Review Strategic Staffing Plans
    - COLA (Cost of Living Adjustments) & CPI-W
- September & October Meetings
  - Capital Project Review
  - Finalize Proposed Budget
- Public Hearings