



City of Spokane

Minor Contract Summary

OPR # 2005-0869
 Cross Ref _____
 Destruct Date 2020
 Clerk's Dist. 03/02/12 SPD

Incomplete submissions will be returned to the Department until all requirements are met.
 (Summary to be printed on blue paper)

Department Name Police
 Department Project # IEC-2005INWX0023

New Contract
 CR # _____
 Date: 2/15/12

Contractor/Consultant

Name: **US Department of Justice, COPS Office**
 Address: 1100 Vermont Ave., NW Remittance Address: 145 N Street, N.E., 11th Floor
 City, State, Zip: Washington, DC 20530 City, State, Zip Washington, DC 20530

Summary of Services

Grant extension request for the Grant #2005INWX0023. Original award of grant was \$3,000,000.00 dated 9/1/2005. This grant extension is requested as a result of unforeseen equipment purchasing and implementation delays.

Amount: _____ Budget Code: 1620-91672-99999-33316-9999

RECEIVED
FEB 23 2012
 CITY CLERK'S OFFICE
 SPOKANE, WA

Maximum Amount _____

Beginning Date: 9/1/2005 Expiration Date: 8/31/2013 Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.) Insurance Certificate (as per contract)
 City Business License If Public Works Contract, Contractor has been notified of State Law requirements.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: Anthony Wade

Funds are available in the appropriate budget account

Accountant	<u>Angelo Golden</u>	<u>2/17/12</u>
	Signature	Date
Department Head	<u>Scott A. Stephens</u>	<u>2/16/12</u>
	Signature	Date
Other	_____	_____
	Signature	Date
Other	_____	_____
	Signature	Date

Distribution List

Contractor E-mail:	Contract Accounting: mlesesne@spokanecity.org
Dept. Contact E-mail: ewade, agolden, spdgrants@spokanepolice.org	Taxes and Licenses



PROCESSED
AUG 17 2011

U.S. Department of Justice

Office of Community Oriented Policing Services (COPS)

Grants Administration Division
145 N Street, NE
Washington, DC 20530

POLICE ADMINISTRATION

July 25, 2011

Chief Anne Kirkpatrick
Spokane Police Department
1100 West Mallon Avenue
Spokane, WA 99260

Re: Extension request for INTEROP Grant #2005INWX0023

Dear Chief Kirkpatrick:

I am pleased to inform you that your extension request for the COPS grant listed above has been approved. This approval provides your agency with additional time to meet programmatic requirements and complete the drawdown of funds. Your new end date is 08/31/2013.

Please note that 28 CFR. § 66.50(c) requires grantees to submit a final Federal Financial Report SF-425 and draw down funds for incurred costs within 90 days after the end date of the grant/cooperative agreement (provided in the above paragraph). If remaining funds are not drawn down within 90 days after the grant end date, your agency will forfeit the remaining eligible balance.

We thank you for your continued support of the INTEROP grant program. If you have any questions regarding your extension, please feel free to contact the COPS Response Center at 1.800.421.6770.



Sincerely,

Andrew A. Dorr
Assistant Director for Grants Administration

cc: COPS Records Center
Finance

2/16/12
Interim Chief Scott Stephens Date

2/22/2012
City Administrator Theresa Sanders Date

Legal, Barbara Burns Date
 2/22/2012
City Clerk, Terri Pfister Date



**U.S. Department of Justice
Office of Community Oriented Policing Services (COPS)
COPS Extension Request Form**

OMB Approval Number: 1103-0093

Date: July 11, 2011

The following COPS INTEROP grant/cooperative agreement is currently set to expire on **8/31/2011**:

ORI #: WA03204	Project Start Date: 9/1/2005
Grant #: 2005INWX0023	Original Project End Date: 8/31/2008
Federal Funds Awarded: \$3,000,000.00	

SECTION I: This extension request form will allow your agency the opportunity to request a "no-cost" time extension in order to complete the federal funding period and requirements for the grant/cooperative agreement award listed above. Requesting and/or receiving a time extension will not provide additional funding. Please read the enclosed "Frequently Asked Questions" document for more information on extending your grant/cooperative agreement.

A. Please select the option below that best meets your agency's needs:

[NOTE: If the extension request you indicate below (or a combination of the current request and a previously approved extension for this award) exceeds 18 months from the original end date of this grant, you are required to complete Section II on the following page(s).] Months this award has already been extended: 36

- An extension is NOT needed; we will complete the grant/cooperative agreement by the current end date.
- A 6-month extension is needed. (Total request exceeds 18 months. You must complete section 2)
- A 12-month extension is needed. (Total request exceeds 18 months. You must complete Section 2)
- An 18-month extension is needed. (Total request exceeds 18 months. You must complete Section 2)
- For requests of more than 18 months, provide a new end date: 8/31/2013 (You are required to complete Section II.)

Please check the reason(s) below that best describe why this extension is being requested (check all that apply):

- Hiring delays (initial hiring delays, extended vacancies, lack of qualified candidates, scheduled academy, etc.).
- Equipment delays (procurement, requests for proposals, installation difficulties, testing/training, not fully operational, etc.).
- Administrative delays (change in executives/administration, delay in accepting award, environmental assessments, etc.).
- Delays in implementing applied research project.
- Other (please explain): _____

B. Angela Golden Public Safety Accounting Manager Angela Golden 1 7/21/11
 Printed Name of Requester Title of Requester Signature of Requester Date Signed

C. Indicate any change to the agency information listed below (Chief, Sheriff, Program Official, phone number, etc.).

D. Return this request to us via fax at **202-616-8650** or mail the completed form(s) to COPS at the address listed below:

**U.S. Department of Justice, COPS Office
145 N Street, N.E., 11th Floor
Washington, DC 20530
Attn: Discretionary Control Desk, 11th floor**

Current Agency Information Listed in COPS Files:	Changes to COPS Current Agency Information:
Law Enforcement Executive: Chief Anne Kirkpatrick	Law Enforcement Executive:
Legal Name: Spokane Police Department	Legal Name:
Address 1: 1100 West Mallon Avenue	Address 1:
Address 2:	Address 2:
City/State/Zip: Spokane, WA 99260	City/State/Zip:
Phone #: (509) 625-4243	Phone #:
Fax #: (509) 625-4066	Fax #:

SECTION II: JUSTIFICATION FOR AMOUNT OF TIME REQUESTED

If the amount of time you requested in Section I indicated that you must complete Section II, please respond to the questions below. Please respond as thoroughly and completely as possible. **Failure to answer all questions thoroughly could delay processing of your extension request, or result in your request being denied.**

If additional space is needed to answer the questions below, please continue your response on department letterhead.

A. Please use the space below to explain the specific issues or problems that have caused delays in the implementation and/or completion of this grant/cooperative agreement. Additionally, please explain how your agency intends to address the delay(s) in order to complete this grant/project.

Significant delays occurred in the RFP development and acceptance processes for the system equipment the funds are being used to purchase. There was also an unexpected delay in reaching a mutually acceptable system engineering design from the equipment vendor. These issues have been resolved and the equipment ordered. The site development process is moving at a slower pace than anticipated as well.

B.

In the space below, please provide a new timeline that reflects when your agency plans to complete any steps or phases of the project that are not currently finished. This timeline should be in a monthly format, and indicate up to the newly requested end date what tasks your agency will be working on. During months in which you anticipate no activity taking place, please indicate that as well.

July-Aug 2011 - Equipment shipments from vendor (Motorola) arriving.
Sept-Nov 2011 - Site development and upgrades proceeding.
Dec 2011 - Limited site improvement & equipment installation weather permitting
Jan-Feb 2012 - No anticipated activity due to winter weather conditions
March-Nov 2012 - Continued site developments and upgrades
Dec 2012 - Feb 2013 - Limited equipment installation as weather allows
March-April 2013 - Complete equipment installation and preliminary testing
May-June 2013 - Finalize equipment adjusting and interoperability tests, systemwide exercises
July 2013 - Equipment/system final acceptance
Aug 2013 - Go into full regional operation on system

RECEIVED

FEB 23 2012

CITY CLERK'S OFFICE
SPOKANE, WA

RECEIVED

FEB 20 2012

OFFICE OF THE CITY ATTORNEY



To: Barb Burns, Theresa Sanders, Terri Pfister

Date: February 20, 2012

From: Erika J. Wade: Spokane Police Department

Re: Contract Extension-IEC Grant

The enclosed document is being sent to your office for the necessary signatures in order to record a grant extension. Please forward to the next signature on the signature block.

Thank you,

A handwritten signature in cursive script, appearing to read "Erika J. Wade".

Erika J. Wade, CPA
Public Safety Accountant

PH: 625-4061

12/3/05

AGENDA SHEET FOR COUNCIL MEETING OF: December 5, 2005

RECEIVED

NOV 22 2005



Submitting Dept.
POLICE

Contact Person
Joette Wentworth

Phone No.
625-4072

CITY CLERK'S OFFICE
SPOKANE, WA

ADMINISTRATIVE SESSION

- Contract
- Report
- Claims

LEGISLATIVE SESSION

- Emergency Ord
- Resolution
- Final Reading Ord
- First Reading Ord
- Special Consideration
- Hearing

CITY PRIORITY

- Communications
- Economic Development
- Growth Management
- Human Services
- Neighborhoods
- Public Safety
- Quality Service Delivery
- Racial Equity/Cultural Diversity
- Rebuild/Maintain Infrastructure

CLERK'S FILE
RENEWS
CROSS REF
ENG
BID
REQUISITION

OPR 2005-0869

C-33778

STANDING COMMITTEES

(Date of Notification)

- Finance _____
- Neighborhoods _____
- Planning/Community & Econ Dev _____
- Public Safety 11/21/05
- Public Works _____

Neighborhood/Commission/Committee Notified:
Action Taken:

AGENDA WORDING:

Request approval to accept a U.S. Department of Justice, COPS Interoperable Communications Grant. The Spokane Police Department has been awarded \$3,000,000 grant, which requires a \$1,000,000 cash match. This \$4,000,000 will be used to develop a Countywide voice and data communications system. The cash match will be provided by the City of Spokane and all participating jurisdictions. The term of the grant is from September 1, 2005 through August 31, 2008.

BACKGROUND:

(Attach additional sheet if necessary)

One of the most important lessons learned from the tragedy of September 11, 2001, was that emergency responders were unable to communicate with each other due to disparate voice and data communications systems. Since that time, a national effort has been underway to equip communities with the capacity for communication during critical incidents, natural disasters or acts of terrorism. Spokane is one of 26 jurisdictions nationwide that has been selected for a "proof of concept" grant to lay the foundation for true interoperable communications between all first responders in Spokane County. This phase 1 grant will allow us to upgrade our communications infrastructures (transmitters, microwave, fiber) in order to accommodate new voice and data systems to realize the vision of interoperability. Success in this implementation will make us eligible for additional grants to fund other software and hardware needs towards that end. A previous study has indicated that a total of \$25 million dollars will be needed to accomplish the goal. The bulk of these costs could be borne by this and future grants. This project involves Law Enforcement Agencies and Fire Departments/Districts in Spokane County. Matching fund costs will be shared by a formula based on population. The matching funds will be obligated by the participating jurisdictions through inter-local agreements with the City of Spokane. (See attached).

RECOMMENDATION:

Fiscal Impact:	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> 3,000,000	Budget Account:	<input type="checkbox"/> N/A
x Expenditure:	\$4,000,000		# 1620-91672-94000-56406-99999	
x Revenue:	\$3,000,000		# 1620-91672-99999-33316-99999	
x Revenue:	544,579		# 1620-91672-99999-33824-99999	
x Revenue:	455,424		# 1620-91672-99999-39710-99999	
<input type="checkbox"/> Budget Neutral				

ATTACHMENTS: Include in Packets:
On file for Review in Office of City Clerk:

SIGNATURES:

Department Head

Division Director

Finance

Legal

City Administrator for Mayor

Council President

DISTRIBUTION:

Accounting -
Budget Control -
Finance

Treasurer
Police - Joette
jwentworth@spokanepolice.org

COUNCIL ACTION:

APPROVED AND
CONTRACT AUTHORIZED
BY SPOKANE CITY COUNCIL:

December 5, 2005

CITY CLERK



U. S. Department of Justice
Community Oriented Policing Services
Grants Administration Division (GAD)
COPS Interoperable Communications Technology Grant Award

Grant #: 2005INWX0023

ORI #: WA03204

Applicant Organization's Legal Name: Spokane Police Department

Vendor #: 916001280

Law Enforcement Executive: Chief Roger D. Bragdon

Address: 1100 West Mallon Avenue

City, State, Zip Code: Spokane, WA 99260

Telephone: (509) 625-4243

Fax: (509) 625-4066

Government Executive: Mayor James E. West

Address: 808 West Spokane Falls Blvd.

City, State, Zip Code: Spokane, WA 99201

Telephone: (509) 625-6250

Fax: (509) 625-6789

Award Start Date: 9/1/2005

Award End Date: 8/31/2008

Award Amount: \$ 3,000,000.00

Carl R. Peed, Director

SEP 2 2005

Date

Signature of Law Enforcement Official with the Authority to Accept this Grant Award

Roger D. Bragdon Chief of Police
Typed Name and Title of Law Enforcement Official

10/4/07
Date

Signature of Government Official with the Authority to Accept this Grant Award

James E. West Mayor
Typed Name and Title of Government Official

9/6/2006
Date

False statements or claims made in connection with COPS grants may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any remedy available by law to the Federal Government.

Award ID: 83018



U. S. Department of Justice
Community Oriented Policing Services

Grants Administration Division (GAD)
COPS Interoperable Communications Technology Grant Award

1100 Vermont Avenue, NW
Washington, DC 20530

Memorandum

To: Roger D. Bragdon, Chief
Spokane Police Department

From: Robert A. Phillips, Deputy Director of Operations, Grants Administration
Jim Griffin, Grant Program Specialist, Grants Administration
Reginald Padgett, Staff Accountant, Finance Division

Re: COPS Interoperable Communications Technology Grant Award Financial Clearance Memo
A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

Vendor #: 916001280

ORI #: WA03204

Grant #: 2005INWX0023

<u>Budget Category</u>	<u>Proposed Budget</u>	<u>Approved Budget</u>	<u>Adjustments</u>	<u>Disallowed/Adjusted - Reasons/Comments</u>
Travel/Training	\$4,315.00	\$4,315.00	\$0.00	
Equipment	\$3,995,685.00	\$3,995,685.00	\$0.00	
Direct Costs:	\$4,000,000.00	\$4,000,000.00	\$0.00	
Grand Total	\$4,000,000.00	\$4,000,000.00	\$0.00	
Grand Total:	Federal Share:	\$ 3,000,000.00		
	Applicant Share:	\$ 1,000,000.00		

Cleared Date: 8/26/2005

Overall Comments:

Prior to the obligation, expenditure or drawdown of grant funds for non-competitive contracts in excess of \$100,000, grantee must submit a sole source justification to the COPS Office for review and approval.

**COPS FY 2005 INTEROPERABLE COMMUNICATIONS TECHNOLOGY PROGRAM
MATCH PORTION**

City	Population	Percentage		
Unincorporated	121,848	27.93%	X 1,000,000 =	\$279,276
Airway Heights	4,640	1.06%	X 1,000,000 =	\$10,635
Cheney	10,070	2.31%	X 1,000,000 =	\$23,080
Deer Park	3,100	0.71%	X 1,000,000 =	\$7,105
Fairfield	589	0.13%	X 1,000,000 =	\$1,351
Latah	212	0.05%	X 1,000,000 =	\$486
Liberty Lake	5,255	1.20%	X 1,000,000 =	\$12,044
Medical Lake	4,350	1.00%	X 1,000,000 =	\$9,970
Millwood	1,645	0.38%	X 1,000,000 =	\$3,770
Rockford	484	0.11%	X 1,000,000 =	\$1,109
Spangle	269	0.06%	X 1,000,000 =	\$617
Spokane	198,700	45.54%	X 1,000,000 =	\$455,421
Spokane Valley	85,010	19.48%	X 1,000,000 =	\$194,843
Waverly	<u>128</u>	<u>0.03%</u>	X 1,000,000 =	<u>\$293</u>
	436,300	100.00%		\$1,000,000

*Population percentage is based on the Washington State OFM Forecast, 4/1/05

11/10/11



Agenda Sheet for City Council Meeting of:
10/03/2011

Date Rec'd	9/14/2011
Clerk's File #	OPR 2008-0843
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	REGIONAL EMERGENCY COMMUNICATIONS SYSTEM
Contact Name/Phone	BOB LINCOLN 835-4521
Contact E-Mail	BLINCOLN@SPOKANECOUNTY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0680-PUBLIC SAFETY INTEROPERABLE COMMUNICATIONS GRANT AMENDMENT

Agenda Wording
Grant Amendment from WA State Military Dept. and US Dept. of Homeland Security to increase the original amount of grant from \$1,919,800 to \$1,969,800. Grant amendment also changes match amount from original \$750,000 to \$950,000.

Summary (Background)
Through the Public Safety Interoperable Communications Grant Program, the National Telecommunications and Information Administration (NTIA), in agreement with the Department of Homeland Security (DHS), is providing funds for projects to enhance the interoperable communications capability of public safety agencies in responding to and recovering from disasters and incidents of terrorism. This grant aids in establishing a 700MHZ digital trunked radio system for first responders in the region.

Fiscal Impact	Budget Account
Revenue \$ 1,969,800	# 1620-99121-99999-33316
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	LINCOLN, BOB	Study Session	
Division Director		Other	Public Safety 9/19/11
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	agolden	
For the Mayor	WEBSTER, DOROTHY	ewade	
Additional Approvals		vkeegan@spokanecounty.org	
Purchasing		jstapleton@spokanecounty.org	
		contract accounting	

APPROVED BY SPOKANE CITY COUNCIL

on 10/3/11

 SPOKANE CITY CLERK

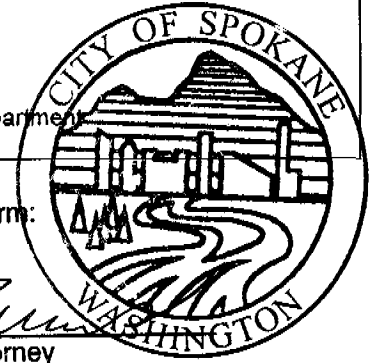
OPR 2008-0843

Washington State Military Department AMENDMENT

1. CONTRACTOR NAME/ADDRESS: City of Spokane Police Department 1100 West Mallon Street Spokane, WA 99260		2. CONTRACT NUMBER: E08-358	3. AMENDMENT NUMBER: D
4. CONTRACTOR CONTACT PERSON, NAME/TITLE: Bob Lincoln blincoln@spokanepolice.org , 509-835-4521		5. MD STAFF CONTACT, NAME/TELEPHONE: Blessing Guillermo 253-512-7463 b.guillermo@emd.wa.gov	
6. TIN or SSN: 91-6001280	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #: 11.555 PSIC	8. FUNDING SOURCE NAME/AGREEMENT #: 2007-GS-H7-0003	
9. FUNDING AUTHORITY: Washington State Military Department (Department) and U.S. Department of Homeland Security (DHS)			
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT, MODIFICATION, OR CHANGE ORDER: Through the Public Safety Interoperable Communications Grant Program, the National Telecommunications and Information Administration (NTIA), in agreement with the Department of Homeland Security (DHS), is providing funds for projects to enhance the interoperable communications capability of public safety agencies in responding to and recovering from disasters and incidents of terrorism. The contractor volunteered to provide additional match for other projects. Additional funds have become available from another project, so funds are being added to reimburse the contractor for some of the over match amount, which is allowed in the grant provisions.			
11. AMENDMENT TERMS AND CONDITIONS: 1. Change contract amount from \$1,919,800 to \$1,969,800, an increase of \$50,000. 2. Change Match amount from \$750,000 to \$950,000, an increase of \$200,000. 3. Replace the Revised Budget Sheet Exhibit C (Amendment B) with the attached Revised Budget Sheet Exhibit C.			
This Amendment is incorporated in and made a part of the contract. Except as amended herein, all other terms and conditions of the contract remain in full force and effect. Any reference in the original contract or an Amendment to the "contract" shall mean "contract as amended". The Department and Contractor acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.			
IN WITNESS WHEREOF, the parties hereto have executed this amendment.			
FOR THE DEPARTMENT: <i>James M. Mullen</i> 12/28/09 Signature Date James M. Mullen, Director Emergency Management Division Washington State Military Department APPROVED AS TO FORM: Brian E. Buchholz (signature on file) 3/12/2010 Assistant Attorney General		FOR THE CONTRACTOR: <i>Anne Kirkpatrick</i> 10/14/2011 Signature Date Anne Kirkpatrick Chief of Police for City of Spokane Police Department	

Form 10/27/00

Approved as to form:



For City of Spokane:

[Signature] 11/10/11
City Administrator

Attest: *[Signature]*
City Clerk

[Signature]
Assistant City Attorney

REVISED BUDGET SHEET
FFY 2007 Public Safety Interoperability Communications Program
City of Spokane Police Department

PLANNING

<u>Subcategory</u>		
Salaries & Benefits	\$	-
Goods & Services	\$	-
Travel & Per Diem	\$	-
Subcontractors/Consultants	\$	-
Other (Indirect)	\$	-
Total	\$	-

Funding Source: 773PK

TRAINING

<u>Subcategory</u>		
Salaries & Benefits	\$	-
Goods & Services	\$	-
Travel & Per Diem	\$	9,800
Subcontractors/Consultants	\$	-
Other (Indirect)	\$	-
Total	\$	9,800

Funding Source: 773PC

ACQUISITION

<u>Subcategory</u>		
Salaries & Benefits	\$	-
Goods & Services	\$	-
Travel & Per Diem	\$	-
Subcontractors/Consultants	\$	-
Other (Indirect)	\$	-
Equipment	\$	1,285,000
Total	\$	1,285,000.00

Funding Source: 773PD

DEPLOYMENT

<u>Subcategory</u>		
Salaries & Benefits	\$	-
Goods & Services	\$	660,000
Travel & Per Diem	\$	-
Subcontractors/Consultants	\$	15,000
Other (Indirect)	\$	-
Equipment	\$	-
Total	\$	675,000

Funding Source: 773PG

Total Budget \$ 1,969,800

Total Match Requirement \$ 950,000

Notes:

1. Expenditures may occur only within the categories and subcategories listed above. However, changes of up to 10% within matched (Acquisition and Deployment) and unmatched (Planning and Training) categories can be made without prior approval from the Department. Changes between matched and unmatched categories, or that exceed 10%, require the Contractor submit a budget change request to the Department for approval.
2. G&T Grant program requirements affirm that federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose.



City of Spokane

Minor Contract Summary

OPR # 2008-0843
 Cross Ref _____
 Destruct Date 2019
 Clerk's Dist. 07/12/11 858

Incomplete submissions will be returned to the Department until all requirements are met.
 (Summary to be printed on blue paper)

Department Name Police Department
 Department Project # 2007-GS-H7-0003

New Contract
 CR # _____
 Date: 6/14/11

Contractor/Consultant

Name: **Washington State Military Department and U.S. Dept of Homeland Security**
 Address: Bldg 20, MS TA-20 Remittance Address:
 City, State, Zip: Camp Murray WA 98430 City, State, Zip

Summary of Services

No cost PSIC grant extension. End date changes from June 30, 2011 to June 30, 2012. Contract amount of \$1,919,800 remains unchanged.

Amount: _____ Budget Code: _____

Maximum Amount

Beginning Date: _____ Expiration Date: 6/30/2012 Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.) Insurance Certificate (as per contract)
 City Business License If Public Works Contract, Contractor has been notified of State Law requirements.
 Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: E. Wade

Funds are available in the appropriate budget account

Accountant	<u>Angela Golden</u>	Date	<u>6/20/11</u>
Department Head	<u>[Signature]</u>	Date	<u>6/20/2011</u>
Other	Signature _____	Date	_____
Other	Signature _____	Date	_____

Distribution List

Contractor E-mail: <u>B.Guillermo@emd.wa.gov</u>	Contract Accounting: <u>mlesesne@spokanecity.org</u>
Dept. Contact E-mail: <u>agolden, ewade, blincoln, bwentworth</u>	Taxes and Licenses

RECEIVED
 JUL 01 2011
 CITY CLERK'S OFFICE
 SPOKANE, WA

**Washington State Military Department
AMENDMENT**

1. CONTRACTOR NAME/ADDRESS: City of Spokane Police Department 1100 West Mallon Street Spokane, WA 99260		2. CONTRACT NUMBER: E08-358	3. AMENDMENT NUMBER: C
4. CONTRACTOR CONTACT PERSON, NAME/TITLE: Bob Lincoln blincoln@spokanepolice.org, 509-835-4521 Joette Wentworth jwentworth@spokanepolice.org		5. MD STAFF CONTACT, NAME/TELEPHONE: Blessing Guillermo 253-512-7463 b.guillermo@emd.wa.gov	
6. TIN or SSN: 91-6001280	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #: 11.555 PSIC	8. FUNDING SOURCE NAME/AGREEMENT #: 2007-GS-H7-0003	
9. FUNDING AUTHORITY: Washington State Military Department (Department) and U.S. Department of Homeland Security (DHS)			
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT, MODIFICATION, OR CHANGE ORDER: Through the Public Safety Interoperable Communications Grant Program, the National Telecommunications and Information Administration (NTIA), in agreement with the Department of Homeland Security (DHS), is providing funds for projects to enhance the interoperable communications capability of public safety agencies in responding to and recovering from disasters and incidents of terrorism. Contractor requested an extension and was granted approval by DHS for additional time to provide match, a portion of which will be used by other PSIC projects for Washington State to meet the required match percentage.			
11. AMENDMENT TERMS AND CONDITIONS: 1. Change the overall contract end date from June 30, 2011 to June 30, 2012. 2. The contract amount of \$1,919,800 remains unchanged . 3. Replace the Revised "Milestone Timeline" (Amendment A), with the attached "Revised Milestone Timeline". No other changes are made to this grant agreement.			
This Amendment is incorporated in and made a part of the contract. Except as amended herein, all other terms and conditions of the contract remain in full force and effect. Any reference in the original contract or an Amendment to the "contract" shall mean "contract as amended". The Department and Contractor acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.			
IN WITNESS WHEREOF, the parties hereto have executed this amendment.			
FOR THE DEPARTMENT: <i>James M. Mullen</i> 6-29-11 Signature Date James M. Mullen, Director Emergency Management Division Washington State Military Department		FOR THE CONTRACTOR: <i>Anne Kirkpatrick</i> 6-25-11 Signature Date Anne Kirkpatrick Chief of Police for City of Spokane Police Department	
APPROVED AS TO FORM: Brian E. Buchholz (signature on file) 3/12/2010 Assistant Attorney General			

Form 10/27/00

Attest:
[Signature]
Spokane City Clerk



Approved as to form:
[Signature]
Assistant City Attorney

REVISED MILESTONE TIMELINE
FFY07 Public Safety Interoperable Communications Program
City of Spokane Police Department

MILESTONE	TASK
October 1, 2007	Grant performance period begins.
June-July 2007	Contract execution.
August 15, 2008	Project Progress Report submitted.
October 15, 2008	Project Progress Report submitted.
December 15, 2008	Project Progress Report submitted.
February 15, 2009	Project Progress Report submitted.
April 15, 2009	Project Progress Report submitted.
June 15, 2009	Project Progress Report submitted.
August 15, 2009	Project Progress Report submitted.
October 15, 2009	Project Progress Report submitted.
December 15, 2009	Project Progress Report submitted.
February 15, 2010	Project Progress Report submitted.
April 15, 2010	Project Progress Report submitted.
June 15, 2010	Project Progress Report submitted.
August 15, 2010	Project Progress Report submitted.
September 15, 2010	Project Progress Report submitted.
December 15, 2010	Project Progress Report submitted.
March 15, 2011	Project Progress Report submitted.
June 15, 2011	Project Progress Report submitted.
September 15, 2011	Project Progress Report submitted.
December 15, 2011	Project Progress Report submitted.
March 15, 2012	Project Progress Report submitted.
June 30, 2012	All work ceases. Contract ends.
NLT August 15, 2012	Submission of final report, reimbursement requests



RECEIVED
SEP 11 2008
CITY CLERK'S OFFICE
SPOKANE, WA

22

AGENDA SHEET FOR COUNCIL MEETING OF: September 29, 2008

Submitting Dept.
Police

Contact Person/Phone No.
Joette Wentworth/4072
Bob Lincoln/4521

Council Sponsor
Joe Shogan

ADMINISTRATIVE SESSION

- Contract
- Report
- Claims

LEGISLATIVE SESSION

- Emergency Ord
- Resolution
- Final Reading Ord
- First Reading Ord
- Special Consideration
- Hearing

CITY PRIORITY

- Communications
- Economic Development
- Growth Management
- Human Services
- Neighborhoods
- Public Safety
- Quality Service Delivery
- Racial Equity/Cultural Diversity
- Rebuild/Maintain Infrastructure

CLERK'S FILE
RENEWS
CROSS REF
ENG
BID
REQUISITION

DPR 08-843

ORD C 34304

STANDING COMMITTEES

(Date of Notification)

- Finance
- Neighborhoods
- Planning/Community & Econ Dev

x Public Safety 06/16/08

o Public Works

Neighborhood/Commission/Committee Notified:
Action Taken:

AGENDA WORDING:

(If contract, include the term.)

Request approval to accept funding from the Washington State Military Department for the Public Safety Interoperable Communications grant program. The Spokane Police Department has been awarded a \$1,919,800 grant, which requires a \$477,500 match. This \$2,397,300 will be used to develop a Countywide voice and data communications system. The match will be provided by the Countywide 1/10th sales tax. The term of the grant is from October 1, 2007 through September 30, 2010.

Grant Funding

BACKGROUND:

(Attach additional sheet if necessary)

Spokane-Kootenai Regional Emergency Communications System to improve interoperability among the public safety agencies in several Eastern Washington counties, Northern Idaho, Western Montana, Northeast Oregon and parts of South British Columbia, by establishing a 700 MHz digital trunked radio system for the first responders in the region: uniting systems utilizing different frequency bands and systems; and completing the first phase of a region-wide 700 MHz P25 system.

RECOMMENDATION: Approval

Fiscal Impact: o N/A	Budget Account: o N/A
x Expenditure: \$ 1,919,800	# 1620-99121-21100-varies
x Revenue: \$ 1,919,800	# 1620-99121-99999-33316
o Budget Neutral	

ATTACHMENTS: Include in Packets: Contract
On file for Review in Office of City Clerk:

SIGNATURES:

[Signature]
Department Head

[Signature]
Division Director

[Signature]
Finance MRL (ESA)

[Signature]
Legal

[Signature]
For the Mayor

[Signature]
Council President

DISTRIBUTION:

Police - Joette
Accounting

COUNCIL ACTION:

APPROVED BY
SPOKANE CITY COUNCIL:
September 22, 2008
[Signature]
CITY CLERK

Washington State Military Department
CONTRACT FACE SHEET

1. Contractor Name and Address: City of Spokane Police Department 1100 West Mallon Street Spokane, WA 99260	2. Contract Amount: \$1,919,800	3. Contract Number E08-358
4. Contractor's Contact Person, phone number: Bob Lincoln (509) 835-4521	5. Contract Start Date: October 1, 2007	6. Contract End Date: September 30, 2010
7. MD Program Manager/phone number: Jennifer Schaal (253) 512-7465	8. State Business License #: NA	9. UBI # (state revenue):

10. Funding Authority:
Washington State Military Department (Department) and the U.S. Department of Homeland Security (DHS)

11. Funding Source Agreement #: 2007-GS-H7-0003	12. Program Index # & OBJ/SUB-OJ 773PK, 773PC, 773PD, 773PG NZ	13. CFDA # & Title: 11.555 PSIC	14. TIN or SSN: 91-6001280
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15. Service Districts: (BY LEGISLATIVE DISTRICT): 3 (BY CONGRESSIONAL DISTRICT): 5	16. Service Area by County(ies): Spokane County	17. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____
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18. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other _____	19. Contract Type (check all that apply): <input checked="" type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency
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20. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____	21. Contractor Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER
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22. BRIEF DESCRIPTION:
Through the Public Safety Interoperable Communications Grant Program, the National Telecommunications and Information Administration (NTIA), in agreement with the U.S. Department of Homeland Security (DHS), is providing funds for projects to enhance the interoperable communications capability of public safety agencies in responding to and recovering from disasters and incidents of terrorism.

IN WITNESS WHEREOF, the Department and Contractor acknowledge and accept the terms of this contract and attachments hereto and have executed this contract as of the date and year written below. This Contract Face Sheet, Special Terms and Conditions, General Terms and Conditions, Statement of Work, and Budget govern the rights and obligations of both parties to this contract.

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- (a) **Applicable Federal and State Statutes and Regulations**
- (b) **Statement of Work**
- (c) **Special Terms and Conditions**
- (d) **General Terms and Conditions, and if attached,**
- (e) **any other provisions of the contract incorporated by reference.**

This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

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

FOR THE DEPARTMENT: <u>James M. Mullen</u> <u>8-11-08</u> Signature Date James M. Mullen, Director Emergency Management Division Washington State Military Department	FOR THE CONTRACTOR: <u>Mary B. Verner</u> <u>9/24/08</u> <u>7/8/08</u> Signature Mary Verner, Mayor for City of Spokane Police Department <u>Approved as to form</u> <u>B. Burns</u>
--	--

APPROVED AS TO FORM:
Sara J. Finlay (signature on file) 9/12/2007
Assistant Attorney General



SPECIAL TERMS AND CONDITIONS

ARTICLE I -- COMPENSATION:

This is a fixed price, reimbursement contract. Within the total contract amount, travel, subcontracts, salaries and wages, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this contract. Any travel or subsistence reimbursement allowed under the contract shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended and in agreement with federal rates. Receipts and/or backup documentation for any approved budget line items including travel related expenses that are authorized under this contract must be maintained by the Contractor and be made available upon request by the Military Department.

Some flexibility to shift funds between/among budget categories is allowed as follows: Changes to the budget in excess of 10% will not be reimbursed without the prior written authorization of the Department. Budget categories are as specified or defined in the budget sheet of the contract.

Under the PSIC Grant Program the following applies:

Changes to the budget under 10% may be made between/among budget categories requiring a non-federal match, or between/among non-matched budget categories. Changes to the budget between matched and non-matched budget categories will not be reimbursed without the prior written authorization of the Department.

Requests for reimbursement of funds requiring a non-federal match must include documentation demonstrating the match amount and detail supporting the match source and type. Documentation must state that match funds are from non-federal sources. Match requirements can be met through cash or in-kind sources consistent with 15 CFR Parts 24.3 and 24.24.

ARTICLE II -- REPORTS:

In addition to the reports as may be required elsewhere in this contract, the Contractor shall prepare and submit the following reports to the Department's Key Personnel:

<u>Financial</u>	<u>#/Copies</u>	<u>Due Date</u>
Quarterly Invoices	1	Within 30 days following the end of the quarter in which the work was performed.

Invoices must be submitted no more often than monthly, but at least quarterly. Failure to submit invoices in a timely manner will cause the Department to hold all requests for equipment approval until invoices are submitted.

Final Invoice (shall not exceed overall contract amount)	1	No later than 30th day following the contract end date
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All contract work must end on the contract end date, however the Contractor has up to 30 days after the contract end date to submit all final billing.

<u>Technical</u>	<u>#/Copies</u>	<u>Due Date</u>
Progress Report	Electronic	Every other month, on the 15th of the month, for the duration of the contract period
Final Report	Electronic	September 30, 2010

ARTICLE III -- KEY PERSONNEL:

The individuals listed below shall be considered key personnel. Any substitution must be made by written notification to the Military Department.

CONTRACTOR:	MILITARY DEPARTMENT:
Bob Lincoln, Project Manager	Jennifer Schaal, Program Manager

ARTICLE IV -- ADMINISTRATIVE REQUIREMENTS:

The Contractor shall comply with OMB Circular **A-87**, Cost Principles for State, Local, and Indian Tribal Governments; OMB **A-102**, Grants and Cooperative Agreements with State and Local Governments; and **A-133**, Audits of States, Local Governments, and Non-Profit Organizations.

ARTICLE V -- ADDITIONAL SPECIAL CONDITIONS AND MODIFICATION TO GENERAL CONDITIONS:

1. Funds are provided by the National Telecommunications and Information Administration (NTIA) in agreement with the U.S. Department of Homeland Security (DHS) solely for the purpose of enhancing the interoperable communications capability of public safety agencies to respond to and recover from catastrophic incidents and incidents of terrorism. The Contractor shall use the funds to perform tasks as described in the Statement of Work and Budget portions of the Contractor's request for funding. Funding may not be used to replace or supplant existing public safety agency funding.
2. The Contractor shall provide a match of non-federal origin for all PSIC acquisition and deployment activities. Said match may be in the form of goods, services and in-kind services.
3. Contractor acknowledges that since this contract involves federal funding, the period of performance described herein will likely begin prior to the availability of appropriated federal funds. Contractor 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 contract prior to distribution of appropriated federal funds.

Contractor 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 if federal funds are not appropriated or are not appropriated in a particular amount.

4. The Contractor shall comply with all federal civil rights laws including Title VI of the Civil Rights Act of 1964, as amended. The Contractor is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services in conducting all PSIC funded activities.
5. The Contractor shall ensure objective subcontractor performance and eliminate unfair subcontractor competitive advantage. Any subcontractors that developed, drafted or helped prepare PSIC Investment Justifications, specifications, requirements, statements of work, invitations for bid and/or requests for proposal shall be excluded from competing for such procurements.

ARTICLE VI – EQUIPMENT MANAGEMENT:

All equipment purchased under this contract, by the Contractor or a Subcontractor, will be recorded and maintained in an equipment inventory system.

1. Upon successful completion of the terms of this contract, all equipment purchased through this contract will be owned by the Contractor, or a recognized subcontractor/subgrantee for which a contract, subgrant agreement, or other means of legal transfer or ownership is in place.
2. The Contractor, or a recognized subcontractor/subgrantee, shall be responsible for any and all operation, maintenance, replacement, and for the safe operation of the equipment, including all questions of liability.
3. The Contractor shall maintain equipment records that include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Catalogue of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the equipment and the percentage of federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.
4. Records for equipment shall be retained by the Contractor for a period of six (6) years from the date of the disposition, replacement or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the Contractor until all litigations, claims, or audit findings involving the records have been resolved.

5. The Contractor shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Contractor to determine the cause of the difference. The Contractor shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
6. The Contractor shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated and a report generated.
7. The Contractor will develop adequate maintenance procedures to keep the property in good condition.
8. If the Contractor is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
9. When original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as follows:
 - a. Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the Contractor with no further obligation to the awarding agency.
 - b. Items of equipment with a current per-unit fair market value of more than \$5,000 may be retained or sold and the Contractor shall compensate the federal-sponsoring agency for its share.
10. As subgrantees of federal funds, the Contractor must pass on equipment management requirements that meet or exceed the requirements outlined above for all subcontractors, consultants, and subgrantees who receive pass-through funding from this contract.

ARTICLE VII – SUBRECIPIENT MONITORING:

The Department will monitor the activities of the Contractor from award to closeout and for the life of equipment purchased under this contract. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with federal and state audit requirements, federal grant guidance, applicable federal and state financial guides, as well as OMB Circular A-133 and A-122 where applicable.

Monitoring activities may include:

- review of performance reports;
- monitoring and documenting the completion of contract deliverables;
- documentation of phone calls, meetings, e-mails and correspondence;
- review of reimbursement requests to insure allowability and consistency with contract budget;
- observation and documentation of contract related activities, such as exercises, training, funded events and equipment demonstrations;
- on-site visits to review equipment records and inventories, verify source documentation for reimbursement requests and performance reports and verify completion of deliverables.

As subgrantees of federal funds, the Contractor is required to meet or exceed the monitoring activities, as outlined above, for all subcontractors, consultants, and subgrantees who receive pass-through funding from this contract.

ARTICLE VIII – ENVIRONMENTAL AND HISTORIC PRESERVATION:

The Contractor shall ensure full compliance with FEMA's Environmental and Historic Preservation (EHP) Program. Information about these requirements can be found on FEMA's website at <http://www.fema.gov/plan/ehp/ehp-applicant-help.shtm>. Construction-based projects must comply with additional provisions of federal law, including, but not limited to, the National Environmental Policy Act (NEPA).

Washington Military Department
GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS**

As used throughout this contract, the following terms shall have the meaning set forth below:

- a. **"Department"** shall mean the Washington 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.
- b. **"Contractor"** shall mean that firm, organization, group, individual, or other entity performing services under this contract, and shall include all employees of the Contractor. It shall include any subcontractor retained by the prime Contractor as permitted under the terms of this contract. "Contractor" shall be further defined as one or the other of the following and so indicated on face sheet of the contract.
 - 1) **"Subrecipient"** shall mean a contractor that operates a federal or state assistance program for which it receives federal funds and which has the authority to determine both the services rendered and disposition of program funds.
 - 2) **"Vendor"** shall mean a contractor that agrees to provide the amount and kind of service or activity requested by the Department and that agrees to provide goods or services to be utilized by the Department.
- c. **"Subcontractor"** shall mean one, not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- d. **"Recipient"**— a nonfederal entity that expends federal awards received directly from a federal awarding agency to carry out a federal program.
- e. **"Pass-Through Entity"** means the Washington State Military Department as it is applied to this contract. As found in SAAM 50.30.30 – "A nonfederal entity that provides a federal award to a subrecipient to carry out a federal program."
- f. **"Nonfederal Entity"** is defined as a state local government or nonprofit organization (as defined in federal Circular A-133).
- g. **"Cognizant State Agency"** shall mean a state agency that has assumed the responsibility of implementing single audit requirements and coordinating audit follow-up for a particular grantee by virtue of providing the majority of federal assistance. If funds are received from more than one state agency, the cognizant state agency shall be the agency who contributes the largest portion of federal financial assistance to the subrecipient unless the designation has been reassigned to a different state agency by mutual agreement.
- h. **"Federal Financial Assistance"** – Assistance that nonfederal entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations or other assistance. It does not include amounts received for provision of vendor services to federal agencies or reimbursement for services rendered directly to individuals.
- i. **"Grant"** - For the purposes herein, the term "grant" may be used to mean "contracts" or "grants" or "agreements".
- j. **"CFDA Number"** – The five-digit number assigned to a federal assistance program in the federal Catalog of Federal Domestic Assistance (CFDA) or, in the absence of a catalog defined number, the number defined by instructions from the federal audit clearinghouse.
- k. **"CFR"** – Code of Federal Regulations
- l. **"OMB"** – Office of Management and Budget
- m. **"RCW"** - Revised Code of Washington
- n. **"WAC"** - Washington Administrative Code.

2. **SUBRECIPIENT MONITORING**

- a. The Department, as a Recipient and/or Pass-Through Entity, receives federal financial assistance under federal programs and is charged with maintaining compliance with federal and state laws and regulations regarding the monitoring, documentation, and auditing of subrecipient grant activities using federal financial assistance. Management and implementation guidelines for the federal programs ensure compliance with statutes, grant guidelines, the sub-award agreement, Office of Management and Budget (OMB) circulars (including OMB Circular A-133), subrecipient audits, and other guidance found in the Federal Register. The Department shall adhere to its Subrecipient Monitoring Policy and the Subrecipient Monitoring Procedures (WMD Policy number 00-025-05.)
- b. The Contractor shall perform under the terms of the contract and the Department has responsibility for reasonable and necessary monitoring of the Contractor's performance. The Department shall conduct contract monitoring activities on a regular basis. Monitoring is defined as any planned, ongoing, or periodic activity that measures and ensures contractor compliance with the terms, conditions, and requirements of a contract.

Monitoring involves prudent collection of information about Contractor operations and is not limited to site visits or the completion of formal reviews. Monitoring may include periodic contractor reporting to the Department, Department review of audit reports, invoice reviews, onsite reviews and observations, and surveys. Adequate documentation is essential for effective contract monitoring and will include copies of letters, meeting notes, and records of phone conversations as evidence that conscientious monitoring has occurred during the period of the contract. Subrecipient monitoring will occur throughout the year rather than relying solely on a once-a-year audit. The Contractor agrees to cooperate with all monitoring activities and to comply with reporting requirements.

The Department as the Recipient and/or Pass-Through Entity will conduct on-site visits as appropriate and required by contract for "for-profit" subrecipients, since the A-133 Single Audit does not apply to "for-profit" organizations.

3. **RECORDS, MONITORING AND AUDIT ACCESS**

- a. The Contractor shall cooperate with and fully participate in all monitoring or evaluation activities that are pertinent to this contract.
- b. Access to public records-The Contractor acknowledges that the Department is subject to the Public Records Act, Chapter 42.56 RCW, and that records prepared, owned, used or retained by the Department relating to the conduct of government or the performance of any governmental or proprietary function are available for public inspection and copying, except as exempt under RCW 42.56 or other statute which exempts or prohibits disclosure of specific information or records.
- c. The Contractor shall maintain all books, records, documents, data and other evidence relating to this contract and the provision of any materials, supplies, services and/or equipment under this contract herein, including, but not limited to, records of accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review and audit by personnel duly authorized by the Department, the Washington State Auditor's Office, and federal officials so authorized by law, rule, regulation, or contract. The Contractor will retain all books, records, documents, and other materials relevant to this contract and make them available for inspection, review or audit for six (6) years from the end date of this contract, date of final payment or conclusion of services performed under this contractor, whichever is later. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

- d. Contractor shall provide right of access to its facilities and records to the Department and any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

4. **SINGLE AUDIT ACT REQUIREMENTS (INCLUDING ALL AMENDMENTS)**

Non-federal entities as subrecipients that expend **\$500,000** 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 the Office of Management and Budget (OMB) Circular A-133-Audits of States, Local Governments, and Non-Profit Organizations (revised June 27, 2003, effective for fiscal years ending after December 31, 2003). Non-federal entities that spend less than **\$500,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in Circular No. A-133. Circular A-133 is available on the OMB Home Page at <http://www.omb.gov> and then select "Grants Management" followed by "Circulars".

Contractors required to have an audit must ensure the audit is performed in accordance with Generally Accepted Auditing Standards (GAAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General and the OMB Compliance Supplement. The Contractor has the responsibility of notifying the Washington State Auditor's Office and requesting an audit. Costs of the audit may be an allowable grant expenditure.

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

The Contractor 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 Contractor 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 Contractor all disallowed costs resulting from the audit.

Once the single audit has been completed, the Contractor must send a full copy of the audit to the Department and a letter stating there were no findings, or if there were findings, the letter should provide a list of the findings. The Contractor must send the audit and the letter no later than nine (9) months after the end of the Contractor's fiscal year(s) to:

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

In addition to sending a copy of the audit, the Contractor must include a corrective action plan for any audit findings and a copy of the management letter if one was received.

The Contractor shall include the above audit requirements in any subcontracts.

5. **RECAPTURE PROVISIONS**

In the event that the Contractor fails to expend funds under this contract in accordance with applicable state and federal laws and/or the provisions of this contract, the Department reserves the right to recapture funds in an amount equivalent to the extent of the noncompliance in addition to any other remedies available at law or in equity.

Such right of recapture shall exist for a period not to exceed six (6) years following contract termination or audit resolution, whichever is later. Repayment by the Contractor of funds under this recapture provision shall occur within 30 days of demand. The Department is required to institute legal proceedings to enforce the recapture provision.

6. **COMPLIANCE WITH APPLICABLE LAW**

The Contractor and all subcontractors shall comply with all applicable federal, state, tribal government, and local laws, regulations, and policies.

This obligation includes, but is not limited to, compliance with Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 C.F.R. § 52.203-5); Public Records Act (RCW 42.56); Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq. and 15 C.F.R. Part 29); Lobbying Restrictions (31 U.S.C. § 1352 and 15 C.F.R. Part 28); and safety and health regulations. The Department is not responsible for advising the Contractor about, or determining the Contractor's compliance with, applicable laws, regulations and policies.

In the event of the Contractor's or a subcontractor's noncompliance or refusal to comply with any applicable law, regulation or policy, the Department may rescind, cancel, or terminate the contract in whole or in part. The Contractor is responsible for any and all costs or liability arising from the Contractor's failure to comply with applicable law, regulation or policy.

7. **NONDISCRIMINATION**

During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

- a. **Nondiscrimination in Employment:** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.
- b. Nondiscrimination laws and policies (such as RCW 49.60, Washington's Law Against Discrimination, and Title VII of the Civil Rights Act).

8. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. § 12101 et seq. and 28 C.F.R Part 35 and other implementing regulations.** The Contractor 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.

9. **UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)**

The Contractor is encouraged to utilize firms that are certified by the Washington State Office of Minority and Women's Business Enterprises as minority-owned and/or women-owned in carrying out the purposes of this contract.

10. **PUBLICITY**

The Contractor agrees to submit to the Department all advertising and publicity relating to this contract 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 Contractor agrees not to publish or use such advertising and publicity without the prior written consent of the Department.

11. **DISCLOSURE**

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities with respect to services provided under this contract is prohibited except by prior written consent of the Department.

12. **CERTIFICATION REGARDING DEBARMENT SUSPENSION OR INELIGIBILITY**

If federal funds are the basis for this contract, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency. If requested by the Department, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

Further, the Contractor agrees not to enter into any arrangements or contracts related to this grant with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at www.epls.gov.

13. **LIMITATION OF AUTHORITY -- "Authorized Signature"**

The signatories to this contract represent that they have the authority to bind their respective organizations to this contract. Only the assigned Authorized Signature for each party, or the assigned delegate by writing prior to action, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Signature(s).

14. **CONTRACTOR NOT EMPLOYEE – INDEPENDENT STATUS OF CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this contract. The Contractor and/or employees or agents performing under this contract are not employees or agents of the Department in any manner whatsoever, and will not be presented as nor claim to be officers or employees of the Department or of the State of Washington by reason hereof, nor will the Contractor and/or employees or agents performing under this contract make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or of the State of Washington, including, but not limited to, Worker'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 Contractor 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.

If the Contractor is an individual currently employed by a Washington State agency, the Department shall obtain proper approval from the employing agency or institution. A statement of "no conflict of interest" shall be submitted to the Department.

15. **NONASSIGNABILITY**

This contract, the work to be provided under this contract, and any claim arising thereunder, are not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

16. **SUBCONTRACTING**

Neither the Contractor nor any subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the Department. Contractor shall use a competitive process in award of any contracts with subcontractors that are entered into after original contract award. All subcontracts entered into pursuant to this contract shall incorporate this contract in full by reference. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the Department for any breach in the performance of the Contractor's duties. The Military Department may request a copy of any and/or all subcontracts for work being completed under this contract.

17. **CONTRACT MODIFICATIONS**

The Department and the Contractor may, from time to time, request changes to the contract or grant. Any such changes that are mutually agreed upon by the Department and the Contractor shall be incorporated herein by written amendment to this contract. It is mutually agreed and understood that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

18. **SEVERABILITY**

In the event any term or condition of this contract, any provision of any document incorporated by reference, or application of this contract to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this contract which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this contract are declared severable.

19. **ADVANCE PAYMENTS PROHIBITED**

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

20. **TAXES, FEES AND LICENSES**

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

21. **TRAVEL AND SUBSISTENCE REIMBURSEMENT**

Unless the contract specifically provides for different rates, any travel or subsistence reimbursement allowed under the contract shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The Contractor may be required to provide to the Department copies of receipts for any travel related expenses other than meals and mileage (example: parking lots that do not provide receipts) that are authorized under this contract.

22. **GOVERNING LAW AND VENUE**

This contract shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this contract shall be the Superior Court of Thurston County, Washington.

23. **HOLD HARMLESS AND INDEMNIFICATION**

Each party to this contract shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, agents, officers, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

24. **WAIVER OF DEFAULT**

Waiver of any default or breach shall not be deemed to be a waiver of any other or subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing signed by The Adjutant General or the Authorized Signature for the Department and attached to the original contract.

25. **DISPUTES**

The parties shall make every effort to resolve disputes arising out of or relating to this contract through discussion and negotiation. Should discussion and negotiation fail to resolve a dispute arising under this contract, the parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by each party and a third representative mutually agreed upon by both parties. The team shall attempt, by majority vote, to resolve the dispute.

Both parties agree that this disputes process shall precede any action in a judicial or quasi-judicial tribunal. Nothing in this section shall preclude the parties from mutually agreeing to a different dispute resolution method in lieu of the procedure outlined above.

26. **ATTORNEY'S FEES**

In the event of litigation or other action brought to enforce contract terms, or alternative dispute resolution process, each party agrees to bear its own attorney's fees and costs.

27. **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 contract and prior to normal completion, the Department may reduce its scope of work and budget or unilaterally terminate all or part of the contract as a "Termination for Cause", without providing the Contractor an opportunity to cure. Alternatively, the parties may renegotiate the terms of this contract under "Contract Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

28. **TERMINATION OR SUSPENSION FOR CAUSE**

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

The Department may notify the Contractor 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 Contractor 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 Contractor's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Contractor an opportunity to cure, the Department shall notify the Contractor 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 contract may be terminated in whole or in part.

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

In the event of termination, the Contractor shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, 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 Contractor: (1) was not in default or material breach, or (2) failure to perform was outside of the Contractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

29. **TERMINATION FOR CONVENIENCE**

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

Except as otherwise provided in this contract, the Department, in its sole discretion and in the best interests of the State of Washington, may terminate this contract in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the Contractor. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds. In the event of termination, the Contractor 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.

30. **TERMINATION PROCEDURES**

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

If the termination is for convenience, the Department shall pay to the Contractor 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 contract termination, and the amount agreed upon by the Contractor 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 contract. 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 Contractor for termination. The Department may withhold from any amounts due the Contractor 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 contract 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 Contractor shall:

- a. Stop work under the contract on the date, and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services, supplies, equipment and/or facilities in relation to this contract except as may be necessary for completion of such portion of the work under the contract 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 Contractor under the orders and subcontracts 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 subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the contract 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 contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.

AAG Approved 9/12/2007

Statement of Work
Public Safety Interoperable Communications Program

INTRODUCTION: The Washington State Military Department (the Department) is responsible for programs designed to prepare and improve the State's ability to respond to a catastrophic disaster or terrorist attack. The Department has received funds from the National Telecommunications and Information Administration (NTIA) administered through the U.S. Department of Homeland Security (DHS) for the Public Safety Interoperable Communications Grant Program (PSIC). The Department is providing funds to public safety agencies for projects to enhance the interoperable communications capabilities in responding to catastrophic disasters or terrorist incidents.

City of Spokane Police Department, as the Contractor has been awarded **\$1,919,800** for its approved project: **Spokane-Kootenai Regional Emergency Communications System**, to improve interoperability among the public safety agencies in several Eastern Washington counties, Northern Idaho, Western Montana, Northeast Oregon and parts of South British Columbia, by establishing a 700 MHz digital trunked radio system for the first responders in the region; uniting systems utilizing different frequency bands and systems; and completing the first phase of a region-wide 700 MHz P25 system.

THE CONTRACTOR AGREES TO:

1. Perform project tasks, including: identify regional interoperable communications deficiencies and develop a solution; perform both high-level and detailed system design; procure, install and test necessary equipment; attend vendor training on equipment and systems; perform system testing to ensure the system meets design specifications; and exercise the system with all public safety stakeholders to ensure the system meets the intended solution.
2. Plan and implement equipment purchases and other activities in accordance with PSIC Program Grant Guidance, which can be found at <http://www.ojp.usdoj.gov/odp/grantsprograms.htm>, as well as all subsequent policy changes. These requirements must be passed on to all of the Contractor's subcontractors, and monitored through periodic review of expenditures and equipment inventories.
3. Submit all intended equipment purchases to the Department for review and approval by the Washington State Committee on Homeland Security (CHS) Equipment Subcommittee prior to purchase.
4. Submit all intended construction and renovation projects to the Department for review and approval by DHS and NTIA prior to commencement of construction and renovation work.
5. Purchase equipment and ensure delivery, installation, testing and verification of satisfactory performance of all equipment prior to the end of the performance period. Purchase equipment through the Western States Contracting Alliance (WSCA) Washington State equipment procurement contracts, which can be accessed at <http://www.aboutwsca.org/welcome.cfm>. Purchases over \$1,000 in value which cannot be made through WSCA will be submitted to the Department for approval prior to purchase. This requirement must be passed on to all of the Contractor's subcontractors.
6. Mark, when practicable, any equipment purchased with grant funding, as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."
7. Adhere to DHS requirements that sole source contracts over \$100,000 be reviewed and approved by the Department prior to execution of a contract. This requirement must be passed on to all of the Contractor's subcontractors. This requirement must be passed on to all of the Contractor's subcontractors.
8. Adhere to DHS requirements that all contracts with individual consultants charging an excess of \$450 per day, and not competitively bid, must be approved by the Department before the contract is executed. This requirement must be passed on to all of the Contractor's subcontractors. The Contractor is responsible for reviewing its subcontractors' consultant contract justifications.
9. Report progress on deliverables and advise the Department, in writing, of necessary adjustments to the content of the contract.
10. Report regular progress on deliverables to the Washington State Interoperability Executive Committee (SIEC) and the Department. Failure to meet all of the reporting deadlines in the Milestone Timeline will

prohibit the Contractor from being reimbursed, and will put a freeze on the processing of equipment approvals, while reports are outstanding.

11. Adhere to all financial and procurement guidance, including competitive bid processes and other procurement requirements as documented in the Office of Grant Operations Financial Management Guide found at http://www.dhs.gov/xlibrary/assets/Grants_FinancialManagementGuide.pdf. Local and state procurement and contracting regulations take precedence over these requirements when local and state regulations are more stringent.
12. Demonstrate a cash or in-kind non-federal match of not less than 20% of the total Acquisition and Deployment costs as outlined in the Budget Sheet, Exhibit C attached.
13. Submit, at a maximum monthly and at a minimum quarterly, signed and approved invoice vouchers using the State's A-19 form and the Department's Reimbursement Spreadsheet form detailing the expenditures. These forms can be found at http://emd.wa.gov/grants/grants_shsgp.shtml. All requests for reimbursement for expenses requiring a non-federal match will include a statement demonstrating how match requirements are being met. Requests for reimbursement of equipment purchases will include copies of vendor invoices and packing slips. Requests for reimbursement not signed by the Contractor's proper authorizing authority, as indicated on the Signature Authorization Form, will be returned to the Contractor.
14. Ensure full compliance with National Incident Management System (NIMS) requirements. Information about compliance requirements can be found on FEMA's NIMS Integration Center (NIC) web site, http://www.fema.gov/emergency/nims/nims_compliance.shtml.

THE MILITARY DEPARTMENT AGREES TO:

1. Provide technical assistance, expertise and state coordination with DHS and NTIA where necessary.
2. Reimburse the Contractor within 45 days of receipt and approval of signed, dated invoice vouchers (State form A-19) and all documentation of expenditures as required.

Milestone Timeline
Public Safety Interoperable Communications Program

MILESTONE	TASK
October 1, 2007	Grant performance period begins.
June-July 2007	Contract execution.
August 15, 2008	Project Progress Report submitted.
October 15, 2008	Project Progress Report submitted.
December 15, 2008	Project Progress Report submitted.
February 15, 2009	Project Progress Report submitted.
April 15, 2009	Project Progress Report submitted.
June 15, 2009	Project Progress Report submitted.
August 15, 2009	Project Progress Report submitted.
October 15, 2009	Project Progress Report submitted.
December 15, 2009	Project Progress Report submitted.
February 15, 2010	Project Progress Report submitted.
April 15, 2010	Project Progress Report submitted.
June 15, 2010	Project Progress Report submitted.
August 15, 2010	Project Progress Report submitted.
September 30, 2010	Final Report submitted.
September 30, 2010	Contract ends; all work ceases.
No later than October 31, 2010	All final invoices submitted for reimbursement.

BUDGET SHEET
FFY 2007 Public Safety Interoperability Program
Spokane Police Department

PLANNING

<u>Subcategory</u>		
Salaries & Benefits	\$	-
Goods & Services	\$	-
Travel & Per Diem	\$	-
Subcontractors/Consultants	\$	-
Other (Indirect)	\$	-
Total	\$	-

Funding Source: 773PK

TRAINING

<u>Subcategory</u>		
Salaries & Benefits	\$	-
Goods & Services	\$	-
Travel & Per Diem	\$	9,800
Subcontractors/Consultants	\$	-
Other (Indirect)	\$	-
Total	\$	9,800

Funding Source: 773PC

ACQUISITION

<u>Subcategory</u>		
Salaries & Benefits	\$	-
Goods & Services	\$	1,235,000
Travel & Per Diem	\$	-
Subcontractors/Consultants	\$	-
Other (Indirect)	\$	-
Equipment	\$	-
Total	\$	1,235,000.00

Funding Source: 773PD

DEPLOYMENT

<u>Subcategory</u>		
Salaries & Benefits	\$	-
Goods & Services	\$	660,000
Travel & Per Diem	\$	-
Subcontractors/Consultants	\$	15,000
Other (Indirect)	\$	-
Equipment	\$	-
Total	\$	675,000

Funding Source: 773PG

Total Budget \$ 1,919,800

Total Match Requirement	\$	477,500
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Notes:

1. Expenditures may occur only within the categories and subcategories listed above. However, changes of up to 10% within matched (Acquisition and Deployment) and unmatched (Planning and Training) categories can be made without prior approval from the Department. Changes between matched and unmatched categories, or that exceed 10%, require the Contractor submit a budget change request to the Department for approval.
2. G&T Grant program requirements affirm that federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose.



City of Spokane

Minor Contract Summary

OPR # 2011-0514
 Cross Ref _____
 Destruct Date 2018
 Clerk's Dist. 06/25/12 SWS

Incomplete submissions will be returned to the Department until all requirements are met.
 (Summary to be printed on blue paper)

Department Name SRECS
 Department Project # _____

New Contract
 CR # _____ BT
 Date: 6/25/12

Contractor/Consultant

Name: **Spokane County**
 Address: 1116 W Broadway Ave
 City, State, Zip: Spokane WA 99260

Remittance Address:
 City, State, Zip

RECEIVED
JUN 25 2012
 CITY CLERK'S OFFICE
 SPOKANE, WA

Summary of Services

Interlocal Amendment with Spokane County for the purchase of radio equipment utilizing pre-approved grant funds through the Dept. of Homeland Security OPR 2008-0843 and Dept. of Justice OPR 2005-0869. Amendment is to specify grant dollar amount to be contributed, equipment descriptions and grant requirements. This amendment applies to both PSIC and ICE grants. See face sheets for specific references or dollar amounts and contract references.

Amount: _____ Budget Code: 1620-91672-21100-VARIOUS
 1620-99121-21100-VARIOUS

Maximum Amount

Beginning Date: _____ Expiration Date: _____ Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.) Insurance Certificate (as per contract)
 City Business License If Public Works Contract, Contractor has been notified of State Law requirements.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: Eric J. Wade

Funds are available in the appropriate budget account

Accountant Eric J. Wade
 Signature

6/25/12
 Date

Department Head Scott A. Stephens
 Signature

6/25/12
 Date

Other _____
 Signature

 Date

Other _____
 Signature

 Date

Distribution List

Contractor E-mail: jstapleton@spokanecounty.org, jemacio@spokanecounty.org, vkeegan@spokanecounty.org, blincoln@spokanecity.org,	Contract Accounting: mlesesne@spokanecity.org
Dept. Contact E-mail: spdgrants, ewade, agolden	Taxes and Licenses

AMENDMENT

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and SPOKANE COUNTY, a Washington State political subdivision, whose address is 1116 West Broadway Avenue, Spokane, Washington 99260, as "County", jointly referred to as the "Parties".

WHEREAS, the parties entered into an interlocal agreement wherein the City agreed to pay for certain Motorola communications equipment to be purchased by the County under the City's PSIC and COPS grants; and

WHEREAS, the interlocal agreement needs to be amended to reflect the requirements of the terms and conditions of the grant funding; -- Now, Therefore,

The parties agree as follows:

1. DOCUMENTS. The interlocal agreement dated August 23, 2011 is incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EFFECTIVE DATE. This contract amendment shall become effective April 1, 2012.
3. AMENDMENT. The contract documents are amended as follows:

Contract Title:

PUBLIC SAFETY INTEROPERABLE COMMUNICATIONS (PSIC) GRANT
/ COPS INTEROPERABLE COMMUNICATIONS GRANT AGREEMENT
BETWEEN CITY OF SPOKANE AND SPOKANE COUNTY WITH
RESPECT TO NEXT GENERATION P25 TRUNKED RADIO SYSTEM -
EXCLUSIVE OF SYSTEM INTEGRATION SERVICES

First Whereas:

WHEREAS, pursuant to City of Spokane Clerk's File No. ((~~ORP-08-843~~)) OPR 2008-0843, the City of Spokane entered into an Agreement with the Washington State Military Department and the U.S. Department of Homeland Security wherein the City received a grant in the amount of ((~~\$1,919,800~~)) \$1,969,800 requiring a match of ((~~\$477,500~~)) \$950,000 ("Match amount"), for a total amount of ((~~\$2,397,300~~)) \$2,919,800 to be used to develop a county wide voice and data communications system

("PSIC Grant"). The match amount for PSIC Grant is to come from the May 29, 2008, Spokane County voter approved and Spokane County imposed sales and use tax of 1/10th of 1% within Spokane County; and

Second Whereas:

WHEREAS, pursuant to City of Spokane Clerk's File No. ((ORP)) OPR 2005-0869, the City of Spokane by and through the Spokane City Police Department, was awarded a U.S. Department of Justice , COPS Interoperable Communications Grant in the amount \$3,000,000 which required a \$1,000,000 cash match ("COPS Grant"). The total \$4,000,000 is to be used to develop a Countywide voice and data communications system with the cash match provided by the City of Spokane and other participating jurisdictions; and

Fifth Whereas:

WHEREAS, the PARTIES desire to enter into an agreement wherein the City of Spokane with moneys from the PSIC Grant (\$1,679,305.48) and COPS Grant (\$796,207.43) will pay for certain equipment to be provided by Motorola, Inc. under Contract Documents; and

New Sixth Whereas:

WHEREAS, the City of Spokane will be contributing to the County-wide voice and data communications system PSIC purchased equipment in the amount of \$286,056.20 (PSIC match equipment (Spokane County paid) in the amount of \$73,312.50; and COPS grant purchased equipment in the amount of \$2,010,218.75); and

SECTION NO. 14: PSIC GRANT

The PSIC grant agreement between the City and the Washington State Military Department (OPR 2008-0843) dated August 11, 2008 and September 24, 2008; the no-cost amendment extending the grant termination date dated June 23 and 28, 2011; and amendment increasing the grant award amount dated October 14, and 24, 2011 are attached to this Contract Amendment and made a part of it. The Parties agree to comply with all grant terms and conditions.

SECTION NO. 15: COPS GRANT

The COPS grant agreement between the City and U.S. Department of Justice (OPR 2005-0869) dated September 2 and 26, 2005 and October 4, 2005; and amendment dated February 16 and 22, 2012 are attached to this Contract Amendment and made a part of it. The Parties agree to comply

with all grant terms and conditions.

SECTION NO. 16: EQUIPMENT

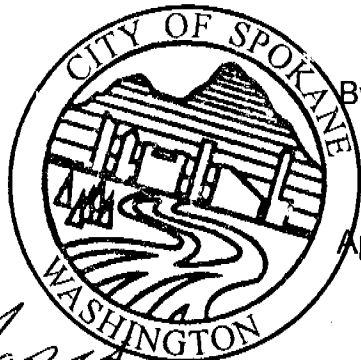
The City transfers ownership of the equipment to the County. (See Attachment A)

SECTION NO. 17: FACE SHEET.

Spokane County shall be a sub-recipient under the PSIC and COPS grant documents. A face sheet for each grant setting forth this relationship is attached to this Contract Amendment.

Dated: 06-25-2012

CITY OF SPOKANE



By: *Scott A. Stephens*
Title: CHIEF OF POLICE

Attest:

Approved as to form:

Daniela Erickson
(Acting) City Clerk

[Signature]
Assistant City Attorney

Dated: June 19, 2012

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



Todd Mielke
TODD MIELKE, Chair

ATTEST:

[Signature]
MARK RICHARD, Vice-Chair

Daniela Erickson
Daniela Erickson 12-0475
Clerk of the Board

ABSENT
AL FRENCH, Commissioner

**PSIC
GRANT
DOCUMENTS**

OPR 2008 0843

Washington State Military Department
CONTRACT FACE SHEET

1. Contractor Name and Address: City of Spokane Police Department 1100 West Mallon Street Spokane, WA 99260		2. Contract Amount: \$1,919,800	3. Contract Number E08-358
4. Contractor's Contact Person, phone number: Bob Lincoln (509) 835-4521		5. Contract Start Date: October 1, 2007	6. Contract End Date: September 30, 2010
7. MD Program Manager/phone number: Jennifer Schaal (253) 512-7465		8. State Business License #: NA	9. UBI # (state revenue):
10. Funding Authority: Washington State Military Department (Department) and the U.S. Department of Homeland Security (DHS)			
11. Funding Source Agreement #: 2007-GS-H7-0003	12. Program Index # & OBJ/SUB-OJ: 773PK, 773PC, 773PD, 773PG NZ	13. CFDA # & Title: 11.555 PSIC	14. TIN or SSN: 91-6001280
15. Service Districts: (BY LEGISLATIVE DISTRICT): 3 (BY CONGRESSIONAL DISTRICT): 5		16. Service Area by County(ies): Spokane County	17. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____
18. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other _____		19. Contract Type (check all that apply): <input checked="" type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency	
20. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____		21. Contractor Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER	

22. BRIEF DESCRIPTION:
Through the Public Safety Interoperable Communications Grant Program, the National Telecommunications and Information Administration (NTIA), in agreement with the U.S. Department of Homeland Security (DHS), is providing funds for projects to enhance the interoperable communications capability of public safety agencies in responding to and recovering from disasters and incidents of terrorism.

IN WITNESS WHEREOF, the Department and Contractor acknowledge and accept the terms of this contract and attachments hereto and have executed this contract as of the date and year written below. This Contract Face Sheet, Special Terms and Conditions, General Terms and Conditions, Statement of Work, and Budget govern the rights and obligations of both parties to this contract.

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- (a) Applicable Federal and State Statutes and Regulations
- (b) Statement of Work
- (c) Special Terms and Conditions
- (d) General Terms and Conditions, and if attached,
- (e) any other provisions of the contract incorporated by reference.

This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

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

FOR THE DEPARTMENT:

James M. Mullen 8-11-08
Signature Date
James M. Mullen, Director
Emergency Management Division
Washington State Military Department

APPROVED AS TO FORM:

Sara J. Finlay (signature on file) 9/12/2007
Assistant Attorney General

FOR THE CONTRACTOR:

Mary B. Verner 9/24/08
7/8/08
Signature
Mary Verner, Mayor
for

City of Spokane Police Department

Approved as to form



Form 10/27/00 kdb

Attest:
PSIC Grant Program

Jennifer Schaal
Spokane City Clerk

SPECIAL TERMS AND CONDITIONS

ARTICLE I -- COMPENSATION:

This is a fixed price, reimbursement contract. Within the total contract amount, travel, subcontracts, salaries and wages, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this contract. Any travel or subsistence reimbursement allowed under the contract shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended and in agreement with federal rates. Receipts and/or backup documentation for any approved budget line items including travel related expenses that are authorized under this contract must be maintained by the Contractor and be made available upon request by the Military Department.

Some flexibility to shift funds between/among budget categories is allowed as follows: Changes to the budget in excess of 10% will not be reimbursed without the prior written authorization of the Department. Budget categories are as specified or defined in the budget sheet of the contract.

Under the PSIC Grant Program the following applies:

Changes to the budget under 10% may be made between/among budget categories requiring a non-federal match, or between/among non-matched budget categories. Changes to the budget between matched and non-matched budget categories will not be reimbursed without the prior written authorization of the Department.

Requests for reimbursement of funds requiring a non-federal match must include documentation demonstrating the match amount and detail supporting the match source and type. Documentation must state that match funds are from non-federal sources. Match requirements can be met through cash or in-kind sources consistent with 15 CFR Parts 24.3 and 24.24.

ARTICLE II -- REPORTS:

In addition to the reports as may be required elsewhere in this contract, the Contractor shall prepare and submit the following reports to the Department's Key Personnel:

<u>Financial</u>	<u>#/Copies</u>	<u>Due Date</u>
Quarterly Invoices	1	Within 30 days following the end of the quarter in which the work was performed.

Invoices must be submitted no more often than monthly, but at least quarterly. Failure to submit invoices in a timely manner will cause the Department to hold all requests for equipment approval until invoices are submitted.

Final Invoice (shall not exceed overall contract amount)	1	No later than 30th day following the contract end date
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All contract work must end on the contract end date, however the Contractor has up to 30 days after the contract end date to submit all final billing.

<u>Technical</u>	<u>#/Copies</u>	<u>Due Date</u>
Progress Report	Electronic	Every other month, on the 15th of the month, for the duration of the contract period
Final Report	Electronic	September 30, 2010

ARTICLE III -- KEY PERSONNEL:

The individuals listed below shall be considered key personnel. Any substitution must be made by written notification to the Military Department.

CONTRACTOR:

Bob Lincoln, Project Manager

MILITARY DEPARTMENT:

Jennifer Schaal, Program Manager

ARTICLE IV -- ADMINISTRATIVE REQUIREMENTS:

The Contractor shall comply with OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments; OMB A-102, Grants and Cooperative Agreements with State and Local Governments; and A-133, Audits of States, Local Governments, and Non-Profit Organizations.

ARTICLE V -- ADDITIONAL SPECIAL CONDITIONS AND MODIFICATION TO GENERAL CONDITIONS:

1. Funds are provided by the National Telecommunications and Information Administration (NTIA) in agreement with the U.S. Department of Homeland Security (DHS) solely for the purpose of enhancing the interoperable communications capability of public safety agencies to respond to and recover from catastrophic incidents and incidents of terrorism. The Contractor shall use the funds to perform tasks as described in the Statement of Work and Budget portions of the Contractor's request for funding. Funding may not be used to replace or supplant existing public safety agency funding.
2. The Contractor shall provide a match of non-federal origin for all PSIC acquisition and deployment activities. Said match may be in the form of goods, services and in-kind services.
3. Contractor acknowledges that since this contract involves federal funding, the period of performance described herein will likely begin prior to the availability of appropriated federal funds. Contractor 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 contract prior to distribution of appropriated federal funds.

Contractor 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 if federal funds are not appropriated or are not appropriated in a particular amount.

4. The Contractor shall comply with all federal civil rights laws including Title VI of the Civil Rights Act of 1964, as amended. The Contractor is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services in conducting all PSIC funded activities.
5. The Contractor shall ensure objective subcontractor performance and eliminate unfair subcontractor competitive advantage. Any subcontractors that developed, drafted or helped prepare PSIC Investment Justifications, specifications, requirements, statements of work, invitations for bid and/or requests for proposal shall be excluded from competing for such procurements.

ARTICLE VI -- EQUIPMENT MANAGEMENT:

All equipment purchased under this contract, by the Contractor or a Subcontractor, will be recorded and maintained in an equipment inventory system.

1. Upon successful completion of the terms of this contract, all equipment purchased through this contract will be owned by the Contractor, or a recognized subcontractor/subgrantee for which a contract, subgrant agreement, or other means of legal transfer or ownership is in place.
2. The Contractor, or a recognized subcontractor/subgrantee, shall be responsible for any and all operation, maintenance, replacement, and for the safe operation of the equipment, including all questions of liability.
3. The Contractor shall maintain equipment records that include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Catalogue of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the equipment and the percentage of federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.
4. Records for equipment shall be retained by the Contractor for a period of six (6) years from the date of the disposition, replacement or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the Contractor until all litigations, claims, or audit findings involving the records have been resolved.

5. The Contractor shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Contractor to determine the cause of the difference. The Contractor shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
6. The Contractor shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated and a report generated.
7. The Contractor will develop adequate maintenance procedures to keep the property in good condition.
8. If the Contractor is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
9. When original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as follows:
 - a. Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the Contractor with no further obligation to the awarding agency.
 - b. Items of equipment with a current per-unit fair market value of more than \$5,000 may be retained or sold and the Contractor shall compensate the federal-sponsoring agency for its share.
10. As subgrantees of federal funds, the Contractor must pass on equipment management requirements that meet or exceed the requirements outlined above for all subcontractors, consultants, and subgrantees who receive pass-through funding from this contract.

ARTICLE VII – SUBRECIPIENT MONITORING:

The Department will monitor the activities of the Contractor from award to closeout and for the life of equipment purchased under this contract. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with federal and state audit requirements, federal grant guidance, applicable federal and state financial guides, as well as OMB Circular A-133 and A-122 where applicable.

Monitoring activities may include:

- review of performance reports;
- monitoring and documenting the completion of contract deliverables;
- documentation of phone calls, meetings, e-mails and correspondence;
- review of reimbursement requests to insure allowability and consistency with contract budget;
- observation and documentation of contract related activities, such as exercises, training, funded events and equipment demonstrations;
- on-site visits to review equipment records and inventories, verify source documentation for reimbursement requests and performance reports and verify completion of deliverables.

As subgrantees of federal funds, the Contractor is required to meet or exceed the monitoring activities, as outlined above, for all subcontractors, consultants, and subgrantees who receive pass-through funding from this contract.

ARTICLE VIII – ENVIRONMENTAL AND HISTORIC PRESERVATION:

The Contractor shall ensure full compliance with FEMA's Environmental and Historic Preservation (EHP) Program. Information about these requirements can be found on FEMA's website at <http://www.fema.gov/plan/ehp/ehp-applicant-help.shtm>. Construction-based projects must comply with additional provisions of federal law, including, but not limited to, the National Environmental Policy Act (NEPA).

Washington Military Department
GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

- a. "Department" shall mean the Washington 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.
- b. "Contractor" shall mean that firm, organization, group, individual, or other entity performing services under this contract, and shall include all employees of the Contractor. It shall include any subcontractor retained by the prime Contractor as permitted under the terms of this contract. "Contractor" shall be further defined as one or the other of the following and so indicated on face sheet of the contract.
 - 1) "Subrecipient" shall mean a contractor that operates a federal or state assistance program for which it receives federal funds and which has the authority to determine both the services rendered and disposition of program funds.
 - 2) "Vendor" shall mean a contractor that agrees to provide the amount and kind of service or activity requested by the Department and that agrees to provide goods or services to be utilized by the Department.
- c. "Subcontractor" shall mean one, not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- d. "Recipient" – a nonfederal entity that expends federal awards received directly from a federal awarding agency to carry out a federal program.
- e. "Pass-Through Entity" means the Washington State Military Department as it is applied to this contract. As found in SAAM 50.30.30 – "A nonfederal entity that provides a federal award to a subrecipient to carry out a federal program."
- f. "Nonfederal Entity" is defined as a state local government or nonprofit organization (as defined in federal Circular A-133).
- g. "Cognizant State Agency" shall mean a state agency that has assumed the responsibility of implementing single audit requirements and coordinating audit follow-up for a particular grantee by virtue of providing the majority of federal assistance. If funds are received from more than one state agency, the cognizant state agency shall be the agency who contributes the largest portion of federal financial assistance to the subrecipient unless the designation has been reassigned to a different state agency by mutual agreement.
- h. "Federal Financial Assistance" – Assistance that nonfederal entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations or other assistance. It does not include amounts received for provision of vendor services to federal agencies or reimbursement for services rendered directly to individuals.
- i. "Grant" – For the purposes herein, the term "grant" may be used to mean "contracts" or "grants" or "agreements".
- j. "CFDA Number" – The five-digit number assigned to a federal assistance program in the federal Catalog of Federal Domestic Assistance (CFDA) or, in the absence of a catalog defined number, the number defined by instructions from the federal audit clearinghouse.
- k. "CFR" – Code of Federal Regulations
- l. "OMB" – Office of Management and Budget
- m. "RCW" - Revised Code of Washington
- n. "WAC" - Washington Administrative Code.

2. **SUBRECIPIENT MONITORING**

- a. The Department, as a Recipient and/or Pass-Through Entity, receives federal financial assistance under federal programs and is charged with maintaining compliance with federal and state laws and regulations regarding the monitoring, documentation, and auditing of subrecipient grant activities using federal financial assistance. Management and implementation guidelines for the federal programs ensure compliance with statutes, grant guidelines, the sub-award agreement, Office of Management and Budget (OMB) circulars (including OMB Circular A-133), subrecipient audits, and other guidance found in the Federal Register. The Department shall adhere to its Subrecipient Monitoring Policy and the Subrecipient Monitoring Procedures (WMD Policy number 00-025-05.)
- b. The Contractor shall perform under the terms of the contract and the Department has responsibility for reasonable and necessary monitoring of the Contractor's performance. The Department shall conduct contract monitoring activities on a regular basis. Monitoring is defined as any planned, ongoing, or periodic activity that measures and ensures contractor compliance with the terms, conditions, and requirements of a contract.

Monitoring involves prudent collection of information about Contractor operations and is not limited to site visits or the completion of formal reviews. Monitoring may include periodic contractor reporting to the Department, Department review of audit reports, invoice reviews, onsite reviews and observations, and surveys. Adequate documentation is essential for effective contract monitoring and will include copies of letters, meeting notes, and records of phone conversations as evidence that conscientious monitoring has occurred during the period of the contract. Subrecipient monitoring will occur throughout the year rather than relying solely on a once-a-year audit. The Contractor agrees to cooperate with all monitoring activities and to comply with reporting requirements.

The Department as the Recipient and/or Pass-Through Entity will conduct on-site visits as appropriate and required by contract for "for-profit" subrecipients, since the A-133 Single Audit does not apply to "for-profit" organizations.

3. **RECORDS, MONITORING AND AUDIT ACCESS**

- a. The Contractor shall cooperate with and fully participate in all monitoring or evaluation activities that are pertinent to this contract.
- b. Access to public records-The Contractor acknowledges that the Department is subject to the Public Records Act, Chapter 42.56 RCW, and that records prepared, owned, used or retained by the Department relating to the conduct of government or the performance of any governmental or proprietary function are available for public inspection and copying, except as exempt under RCW 42.56 or other statute which exempts or prohibits disclosure of specific information or records.
- c. The Contractor shall maintain all books, records, documents, data and other evidence relating to this contract and the provision of any materials, supplies, services and/or equipment under this contract herein, including, but not limited to, records of accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review and audit by personnel duly authorized by the Department, the Washington State Auditor's Office, and federal officials so authorized by law, rule, regulation, or contract. The Contractor will retain all books, records, documents, and other materials relevant to this contract and make them available for inspection, review or audit for six (6) years from the end date of this contract, date of final payment or conclusion of services performed under this contractor, whichever is later. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

- d. Contractor shall provide right of access to its facilities and records to the Department and any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

4. **SINGLE AUDIT ACT REQUIREMENTS (INCLUDING ALL AMENDMENTS)**

Non-federal entities as subrecipients that expend \$500,000 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 the Office of Management and Budget (OMB) Circular A-133-Audits of States, Local Governments, and Non-Profit Organizations (revised June 27, 2003, effective for fiscal years ending after December 31, 2003). Non-federal entities that spend less than \$500,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in Circular No. A-133. Circular A-133 is available on the OMB Home Page at <http://www.omb.gov> and then select "Grants Management" followed by "Circulars".

Contractors required to have an audit must ensure the audit is performed in accordance with Generally Accepted Auditing Standards (GAAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General and the OMB Compliance Supplement. The Contractor has the responsibility of notifying the Washington State Auditor's Office and requesting an audit. Costs of the audit may be an allowable grant expenditure.

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

The Contractor 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 Contractor 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 Contractor all disallowed costs resulting from the audit.

Once the single audit has been completed, the Contractor must send a full copy of the audit to the Department and a letter stating there were no findings, or if there were findings, the letter should provide a list of the findings. The Contractor must send the audit and the letter no later than nine (9) months after the end of the Contractor's fiscal year(s) to:

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

In addition to sending a copy of the audit, the Contractor must include a corrective action plan for any audit findings and a copy of the management letter if one was received.

The Contractor shall include the above audit requirements in any subcontracts.

5. **RECAPTURE PROVISIONS**

In the event that the Contractor fails to expend funds under this contract in accordance with applicable state and federal laws and/or the provisions of this contract, the Department reserves the right to recapture funds in an amount equivalent to the extent of the noncompliance in addition to any other remedies available at law or in equity.

Such right of recapture shall exist for a period not to exceed six (6) years following contract termination or audit resolution, whichever is later. Repayment by the Contractor of funds under this recapture provision shall occur within 30 days of demand. The Department is required to institute legal proceedings to enforce the recapture provision.

6. **COMPLIANCE WITH APPLICABLE LAW**

The Contractor and all subcontractors shall comply with all applicable federal, state, tribal government, and local laws, regulations, and policies.

This obligation includes, but is not limited to, compliance with Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 C.F.R. § 52.203-5); Public Records Act (RCW 42.56); Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq. and 15 C.F.R. Part 29); Lobbying Restrictions (31 U.S.C. § 1352 and 15 C.F.R. Part 28); and safety and health regulations. The Department is not responsible for advising the Contractor about, or determining the Contractor's compliance with, applicable laws, regulations and policies.

In the event of the Contractor's or a subcontractor's noncompliance or refusal to comply with any applicable law, regulation or policy, the Department may rescind, cancel, or terminate the contract in whole or in part. The Contractor is responsible for any and all costs or liability arising from the Contractor's failure to comply with applicable law, regulation or policy.

7. **NONDISCRIMINATION**

During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

- a. **Nondiscrimination in Employment:** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.
- b. Nondiscrimination laws and policies (such as RCW 49.60, Washington's Law Against Discrimination, and Title VII of the Civil Rights Act).

8. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. § 12101 et seq. and 28 C.F.R. Part 35 and other implementing regulations.** The Contractor 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.

9. **UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)**

The Contractor is encouraged to utilize firms that are certified by the Washington State Office of Minority and Women's Business Enterprises as minority-owned and/or women-owned in carrying out the purposes of this contract.

10. **PUBLICITY**

The Contractor agrees to submit to the Department all advertising and publicity relating to this contract 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 Contractor agrees not to publish or use such advertising and publicity without the prior written consent of the Department.

11. **DISCLOSURE**

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities with respect to services provided under this contract is prohibited except by prior written consent of the Department.

12. **CERTIFICATION REGARDING DEBARMENT SUSPENSION OR INELIGIBILITY**

If federal funds are the basis for this contract, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency. If requested by the Department, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

Further, the Contractor agrees not to enter into any arrangements or contracts related to this grant with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at www.epls.gov.

13. **LIMITATION OF AUTHORITY – "Authorized Signature"**

The signatories to this contract represent that they have the authority to bind their respective organizations to this contract. Only the assigned Authorized Signature for each party, or the assigned delegate by writing prior to action, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Signature(s).

14. **CONTRACTOR NOT EMPLOYEE – INDEPENDENT STATUS OF CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this contract. The Contractor and/or employees or agents performing under this contract are not employees or agents of the Department in any manner whatsoever, and will not be presented as nor claim to be officers or employees of the Department or of the State of Washington by reason hereof, nor will the Contractor and/or employees or agents performing under this contract make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or of the State of Washington, including, but not limited to, Worker'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 Contractor 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.

If the Contractor is an individual currently employed by a Washington State agency, the Department shall obtain proper approval from the employing agency or institution. A statement of "no conflict of interest" shall be submitted to the Department.

15. **NONASSIGNABILITY**

This contract, the work to be provided under this contract, and any claim arising thereunder, are not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

16. **SUBCONTRACTING**

Neither the Contractor nor any subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the Department. Contractor shall use a competitive process in award of any contracts with subcontractors that are entered into after original contract award. All subcontracts entered into pursuant to this contract shall incorporate this contract in full by reference. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the Department for any breach in the performance of the Contractor's duties. The Military Department may request a copy of any and/or all subcontracts for work being completed under this contract.

17. **CONTRACT MODIFICATIONS**

The Department and the Contractor may, from time to time, request changes to the contract or grant. Any such changes that are mutually agreed upon by the Department and the Contractor shall be incorporated herein by written amendment to this contract. It is mutually agreed and understood that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

18. **SEVERABILITY**

In the event any term or condition of this contract, any provision of any document incorporated by reference, or application of this contract to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this contract which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this contract are declared severable.

19. **ADVANCE PAYMENTS PROHIBITED**

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

20. **TAXES, FEES AND LICENSES**

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

21. **TRAVEL AND SUBSISTENCE REIMBURSEMENT**

Unless the contract specifically provides for different rates, any travel or subsistence reimbursement allowed under the contract shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The Contractor may be required to provide to the Department copies of receipts for any travel related expenses other than meals and mileage (example: parking lots that do not provide receipts) that are authorized under this contract.

22. **GOVERNING LAW AND VENUE**

This contract shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this contract shall be the Superior Court of Thurston County, Washington.

23. **HOLD HARMLESS AND INDEMNIFICATION**

Each party to this contract shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, agents, officers, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

24. **WAIVER OF DEFAULT**

Waiver of any default or breach shall not be deemed to be a waiver of any other or subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing signed by The Adjutant General or the Authorized Signature for the Department and attached to the original contract.

25. **DISPUTES**

The parties shall make every effort to resolve disputes arising out of or relating to this contract through discussion and negotiation. Should discussion and negotiation fail to resolve a dispute arising under this contract, the parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by each party and a third representative mutually agreed upon by both parties. The team shall attempt, by majority vote, to resolve the dispute.

Both parties agree that this disputes process shall precede any action in a judicial or quasi-judicial tribunal. Nothing in this section shall preclude the parties from mutually agreeing to a different dispute resolution method in lieu of the procedure outlined above.

26. **ATTORNEY'S FEES**

In the event of litigation or other action brought to enforce contract terms, or alternative dispute resolution process, each party agrees to bear its own attorney's fees and costs.

27. **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 contract and prior to normal completion, the Department may reduce its scope of work and budget or unilaterally terminate all or part of the contract as a "Termination for Cause", without providing the Contractor an opportunity to cure. Alternatively, the parties may renegotiate the terms of this contract under "Contract Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

28. **TERMINATION OR SUSPENSION FOR CAUSE**

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

The Department may notify the Contractor 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 Contractor 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 Contractor's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Contractor an opportunity to cure, the Department shall notify the Contractor 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 contract may be terminated in whole or in part.

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

In the event of termination, the Contractor shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, 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 Contractor: (1) was not in default or material breach, or (2) failure to perform was outside of the Contractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

29. **TERMINATION FOR CONVENIENCE**

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

Except as otherwise provided in this contract, the Department, in its sole discretion and in the best interests of the State of Washington, may terminate this contract in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the Contractor. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds. In the event of termination, the Contractor 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.

30. **TERMINATION PROCEDURES**

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

If the termination is for convenience, the Department shall pay to the Contractor 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 contract termination, and the amount agreed upon by the Contractor 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 contract. 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 Contractor for termination. The Department may withhold from any amounts due the Contractor 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 contract 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 Contractor shall:

- a. Stop work under the contract on the date, and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services, supplies, equipment and/or facilities in relation to this contract except as may be necessary for completion of such portion of the work under the contract 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 Contractor under the orders and subcontracts 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 subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the contract 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 contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.

AAG Approved 9/12/2007

Statement of Work
Public Safety Interoperable Communications Program

INTRODUCTION: The Washington State Military Department (the Department) is responsible for programs designed to prepare and improve the State's ability to respond to a catastrophic disaster or terrorist attack. The Department has received funds from the National Telecommunications and Information Administration (NTIA) administered through the U.S. Department of Homeland Security (DHS) for the Public Safety Interoperable Communications Grant Program (PSIC). The Department is providing funds to public safety agencies for projects to enhance the interoperable communications capabilities in responding to catastrophic disasters or terrorist incidents.

City of Spokane Police Department, as the Contractor has been awarded \$1,919,800 for its approved project: **Spokane-Kootenai Regional Emergency Communications System**, to improve interoperability among the public safety agencies in several Eastern Washington counties, Northern Idaho, Western Montana, Northeast Oregon and parts of South British Columbia, by establishing a 700 MHz digital trunked radio system for the first responders in the region; uniting systems utilizing different frequency bands and systems; and completing the first phase of a region-wide 700 MHz P25 system.

THE CONTRACTOR AGREES TO:

1. Perform project tasks, including: identify regional interoperable communications deficiencies and develop a solution; perform both high-level and detailed system design; procure, install and test necessary equipment; attend vendor training on equipment and systems; perform system testing to ensure the system meets design specifications; and exercise the system with all public safety stakeholders to ensure the system meets the intended solution.
2. Plan and implement equipment purchases and other activities in accordance with PSIC Program Grant Guidance, which can be found at <http://www.ojp.usdoj.gov/odp/grantsprograms.htm>, as well as all subsequent policy changes. These requirements must be passed on to all of the Contractor's subcontractors, and monitored through periodic review of expenditures and equipment inventories.
3. Submit all intended equipment purchases to the Department for review and approval by the Washington State Committee on Homeland Security (CHS) Equipment Subcommittee prior to purchase.
4. Submit all intended construction and renovation projects to the Department for review and approval by DHS and NTIA prior to commencement of construction and renovation work.
5. Purchase equipment and ensure delivery, installation, testing and verification of satisfactory performance of all equipment prior to the end of the performance period. Purchase equipment through the Western States Contracting Alliance (WSCA) Washington State equipment procurement contracts, which can be accessed at <http://www.aboutwsca.org/welcome.cfm>. Purchases over \$1,000 in value which cannot be made through WSCA will be submitted to the Department for approval prior to purchase. This requirement must be passed on to all of the Contractor's subcontractors.
6. Mark, when practicable, any equipment purchased with grant funding, as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."
7. Adhere to DHS requirements that sole source contracts over \$100,000 be reviewed and approved by the Department prior to execution of a contract. This requirement must be passed on to all of the Contractor's subcontractors. This requirement must be passed on to all of the Contractor's subcontractors.
8. Adhere to DHS requirements that all contracts with individual consultants charging an excess of \$450 per day, and not competitively bid, must be approved by the Department before the contract is executed. This requirement must be passed on to all of the Contractor's subcontractors. The Contractor is responsible for reviewing its subcontractors' consultant contract justifications.
9. Report progress on deliverables and advise the Department, in writing, of necessary adjustments to the content of the contract.
10. Report regular progress on deliverables to the Washington State Interoperability Executive Committee (SIEC) and the Department. Failure to meet all of the reporting deadlines in the Milestone Timeline will

prohibit the Contractor from being reimbursed, and will put a freeze on the processing of equipment approvals, while reports are outstanding.

11. Adhere to all financial and procurement guidance, including competitive bid processes and other procurement requirements as documented in the Office of Grant Operations Financial Management Guide found at http://www.dhs.gov/xlibrary/assets/Grants_FinancialManagementGuide.pdf. Local and state procurement and contracting regulations take precedence over these requirements when local and state regulations are more stringent.
12. Demonstrate a cash or in-kind non-federal match of not less than 20% of the total Acquisition and Deployment costs as outlined in the Budget Sheet, Exhibit C attached.
13. Submit, at a maximum monthly and at a minimum quarterly, signed and approved invoice vouchers using the State's A-19 form and the Department's Reimbursement Spreadsheet form detailing the expenditures. These forms can be found at http://emd.wa.gov/grants/grants_shsgp.shtml. All requests for reimbursement for expenses requiring a non-federal match will include a statement demonstrating how match requirements are being met. Requests for reimbursement of equipment purchases will include copies of vendor invoices and packing slips. Requests for reimbursement not signed by the Contractor's proper authorizing authority, as indicated on the Signature Authorization Form, will be returned to the Contractor.
14. Ensure full compliance with National Incident Management System (NIMS) requirements. Information about compliance requirements can be found on FEMA's NIMS Integration Center (NIC) web site, http://www.fema.gov/emergency/nims/nims_compliance.shtml.

THE MILITARY DEPARTMENT AGREES TO:

1. Provide technical assistance, expertise and state coordination with DHS and NTIA where necessary.
2. Reimburse the Contractor within 45 days of receipt and approval of signed, dated invoice vouchers (State form A-19) and all documentation of expenditures as required.

Milestone Timeline
Public Safety Interoperable Communications Program

MILESTONE	TASK
October 1, 2007	Grant performance period begins.
June-July 2007	Contract execution.
August 15, 2008	Project Progress Report submitted.
October 15, 2008	Project Progress Report submitted.
December 15, 2008	Project Progress Report submitted.
February 15, 2009	Project Progress Report submitted.
April 15, 2009	Project Progress Report submitted.
June 15, 2009	Project Progress Report submitted.
August 15, 2009	Project Progress Report submitted.
October 15, 2009	Project Progress Report submitted.
December 15, 2009	Project Progress Report submitted.
February 15, 2010	Project Progress Report submitted.
April 15, 2010	Project Progress Report submitted.
June 15, 2010	Project Progress Report submitted.
August 15, 2010	Project Progress Report submitted.
September 30, 2010	Final Report submitted.
September 30, 2010	Contract ends; all work ceases.
No later than October 31, 2010	All final invoices submitted for reimbursement.

BUDGET SHEET
FFY 2007 Public Safety Interoperability Program
Spokane Police Department

PLANNING

Subcategory		
Salaries & Benefits	\$	-
Goods & Services	\$	-
Travel & Per Diem	\$	-
Subcontractors/Consultants	\$	-
Other (Indirect)	\$	-
Total	\$	-

Funding Source: 773PK

TRAINING

Subcategory		
Salaries & Benefits	\$	-
Goods & Services	\$	-
Travel & Per Diem	\$	9,800
Subcontractors/Consultants	\$	-
Other (Indirect)	\$	-
Total	\$	9,800

Funding Source: 773PC

ACQUISITION

Subcategory		
Salaries & Benefits	\$	-
Goods & Services	\$	1,235,000
Travel & Per Diem	\$	-
Subcontractors/Consultants	\$	-
Other (Indirect)	\$	-
Equipment	\$	-
Total	\$	1,235,000.00

Funding Source: 773PD

DEPLOYMENT

Subcategory		
Salaries & Benefits	\$	-
Goods & Services	\$	660,000
Travel & Per Diem	\$	-
Subcontractors/Consultants	\$	15,000
Other (Indirect)	\$	-
Equipment	\$	-
Total	\$	675,000

Funding Source: 773PG

Total Budget \$ 1,919,800

Total Match Requirement \$ 477,500

Notes:

1. Expenditures may occur only within the categories and subcategories listed above. However, changes of up to 10% within matched (Acquisition and Deployment) and unmatched (Planning and Training) categories can be made without prior approval from the Department. Changes between matched and unmatched categories, or that exceed 10%, require the Contractor submit a budget change request to the Department for approval.
2. G&T Grant program requirements affirm that federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose.



STATE OF WASHINGTON
MILITARY DEPARTMENT
EMERGENCY MANAGEMENT DIVISION

*MS: TA-20 Building 20
Camp Murray, Washington 98430-5122
Phone: (253) 512-7000 • FAX: (253) 512-7200*

August 14, 2008

Bob Lincoln
City of Spokane Police Department
1100 West Mallon Street
Spokane, WA 99260

Re: Contract #E08-358 FULLY EXECUTED CONTRACT

Dear Mr. Lincoln:

Attached is a fully executed original contract number E08-358 between the Washington Military Department and City of Spokane Police Department.

Please contact me at (253) 512-7465 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Schaal".

Jennifer Schaal
PSIC and BZPP Program Manager

JS/rlc

cc: Contract Specialist
File



10/23/08
10/23/08

AGENDA SHEET FOR COUNCIL MEETING OF: September 22, 2008



Submitting Dept.
Finance for Police

Contact Person/Phone No.
Tim Dunivant 625-8845

Council Sponsor

ADMINISTRATIVE SESSION

- Contract
- Report
- Claims

LEGISLATIVE SESSION

- Emergency Ord
- Resolution
- Final Reading Ord
- First Reading Ord
- Special Consideration
- Hearing

CITY PRIORITY

- Communications
- Economic Development
- Growth Management
- Human Services
- Neighborhoods
- Public Safety
- Quality Service Delivery
- Racial Equity/Cultural Diversity
- Rebuild/Maintain Infrastructure

CLERK'S FILE

RENEWS

CROSS REF

ENG

BID

REQUISITION

OPR 2008-0843

STANDING COMMITTEES (Date of Notification)

- Finance
- Neighborhoods
- Planning/Community & Econ Dev

- Public Safety
- Public Works

Neighborhood/Commission/Committee Notified:

Action Taken:

AGENDA

WORDING:

(If contract, include the term.)

Amending Ordinance No. C-34159 and appropriating funds in the Public Safety & Judicial Grant Fund, FROM: Department of Justice, \$1,919,800; TO: Various Accounts, same amount.

(This action budgets a grant from the Department of Justice that will used in the development of a county-wide voice and data communications system.)

BACKGROUND:

(Attach additional sheet if necessary)

To budget a grant from the Department of Justice that will used in the development of a county-wide voice and data communications system.

RECOMMENDATION: Approve

Fiscal Impact:	<input type="radio"/> N/A	Budget Account:	<input type="radio"/> N/A
X Expenditure:	\$ 1,919,800	#Various Accounts -- See Ordinance	
X Revenue:	\$ 1,919,800	#1620-99121-99999-33316-99999	
<input type="radio"/> Budget Neutral			

ATTACHMENTS:

Include in Packets:
On file for Review in Office of City Clerk:

SIGNATURES:

FINANCE
Department Head

[Signature]

Legal

Division Director

[Signature]
For the Mayor

[Signature]

Finance
Council President

DISTRIBUTION:

- Finance – T. Dunivant
- State Examiner
- Police – J. Wentworth
- Accounting – A. Golden

COUNCIL ACTION:

PASSED BY
SPOKANE CITY COUNCIL:

SEP 22 2008

[Signature]
CITY CLERK

C 3 4 3 0 4

ORDINANCE NO C 3 4 3 0 4

An ordinance amending Ordinance No. C-34159, passed the City Council December 17, 2007, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2008, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2008, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2008 budget Ordinance No. C-34159, as above entitled, and which passed the City Council December 17, 2007, it is necessary to make changes in the appropriations of the Public Safety & Judicial Grant Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Public Safety & Judicial Grant Fund, and the budget annexed thereto with reference to the Public Safety & Judicial Grant Fund, the following changes be made:

FROM:	1620-99121	Public Safety & Judicial Grant Fund	
	99999-33316	Department of Justice	<u>\$ 1,919,800</u>
TO:	1620-99121	Public Safety & Judicial Grant Fund	
	21100-53502	Operating Supplies	19,800
	94000-56406	Communications Equipment	1,900,000
			<u>\$ 1,919,800</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget a grant from the Department of Justice that will used in the development of a county-wide voice and data communications system, the need for which could not reasonably have been anticipated at the time of adoption of the 2008 budget, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

SEP 22 2008

Passed the City Council

Alexander J. Shapiro, Jr.
Council President

Attest: Leri Affetto
City Clerk

Approved as to form: B. B. B.
Assistant City Attorney



Man B. Verner
Mayor

09-30-08
Date

09.30.08
Effective Date



City of Spokane

Minor Contract Summary

OPR # 2008-0843
 Cross Ref _____
 Destruct Date 2019
 Clerk's Dist. 07/12/11 808

Incomplete submissions will be returned to the Department until all requirements are met.
 (Summary to be printed on blue paper)

Department Name Police Department
 Department Project # 2007-GS-H7-0003

New Contract
 CR # _____
 Date: 6/14/11

Contractor/Consultant

Name: Washington State Military Department and U.S. Dept of Homeland Security
 Address: Bldg 20, MS TA-20 Remittance Address:
 City, State, Zip: Camp Murray WA 98430 City, State, Zip

Summary of Services

No cost PSIC grant extension. End date changes from June 30, 2011 to June 30, 2012. Contract amount of \$1,919,800 remains unchanged.

Amount: _____ Budget Code: _____

Maximum Amount

Beginning Date: _____ Expiration Date: 6/30/2012 Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.) Insurance Certificate (as per contract)
 City Business License If Public Works Contract, Contractor has been notified of State Law requirements.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: E. Swade

Funds are available in the appropriate budget account



Accountant	<u>Angela Golden</u>	Date	<u>6/20/11</u>
Department Head	<u>E. K...</u>	Date	<u>6/20/2011</u>
Other	Signature	Date	_____
Other	Signature	Date	_____

Distribution List

Contractor E-mail: <u>B.Guillermo@emd.wa.gov</u>	Contract Accounting: <u>mlesesne@spokanecity.org</u>
Dept. Contact E-mail: <u>agolden, ewade, blincoln, bwentworth</u>	Taxes and Licenses

RECEIVED
 JUL 01 2011
 CITY CLERK'S OFFICE
 SPOKANE, WA

Washington State Military Department AMENDMENT

1. CONTRACTOR NAME/ADDRESS: City of Spokane Police Department 1100 West Mallon Street Spokane, WA 99260		2. CONTRACT NUMBER: E08-358	3. AMENDMENT NUMBER: C
4. CONTRACTOR CONTACT PERSON, NAME/TITLE: Bob Lincoln blincoln@spokanepolice.org , 509-835-4521 Joette Wentworth jwentworth@spokanepolice.org		5. MD STAFF CONTACT, NAME/TELEPHONE: Blessing Guillermo 253-512-7463 b.guillermo@smd.wa.gov	
6. TIN or SSN: 91-8001280	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #: 11.555 PSIC	8. FUNDING SOURCE NAME/AGREEMENT #: 2007-GS-H7-0003	
9. FUNDING AUTHORITY: Washington State Military Department (Department) and U.S. Department of Homeland Security (DHS)			
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT, MODIFICATION, OR CHANGE ORDER: Through the Public Safety Interoperable Communications Grant Program, the National Telecommunications and Information Administration (NTIA), in agreement with the Department of Homeland Security (DHS), is providing funds for projects to enhance the interoperable communications capability of public safety agencies in responding to and recovering from disasters and incidents of terrorism. Contractor requested an extension and was granted approval by DHS for additional time to provide match, a portion of which will be used by other PSIC projects for Washington State to meet the required match percentage.			
11. AMENDMENT TERMS AND CONDITIONS: 1. Change the overall contract end date from June 30, 2011 to June 30, 2012. 2. The contract amount of \$1,919,800 remains unchanged. 3. Replace the Revised "Milestone Timeline" (Amendment A), with the attached "Revised Milestone Timeline". No other changes are made to this grant agreement.			
This Amendment is incorporated in and made a part of the contract. Except as amended herein, all other terms and conditions of the contract remain in full force and effect. Any reference in the original contract or an Amendment to the "contract" shall mean "contract as amended". The Department and Contractor acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.			
IN WITNESS WHEREOF, the parties hereto have executed this amendment.			
FOR THE DEPARTMENT:  Signature: _____ Date: _____ James M. Mullen, Director Emergency Management Division Washington State Military Department		FOR THE CONTRACTOR:  Signature: _____ Date: _____ Anne Kirkpatrick Chief of Police	
APPROVED AS TO FORM: Brian E. Buchholz (signature on file) 3/12/2010 Assistant Attorney General		for City of Spokane Police Department	

Form 10/27/00

Attest:

 Spokane City Clerk




Approved as to form:


 Assistant City Attorney

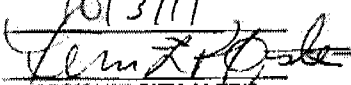
REVISED MILESTONE TIMELINE
FFY07 Public Safety Interoperable Communications Program
City of Spokane Police Department

MILESTONE	TASK
October 1, 2007	Grant performance period begins.
June-July 2007	Contract execution.
August 15, 2008	Project Progress Report submitted.
October 15, 2008	Project Progress Report submitted.
December 15, 2008	Project Progress Report submitted.
February 15, 2009	Project Progress Report submitted.
April 15, 2009	Project Progress Report submitted.
June 15, 2009	Project Progress Report submitted.
August 15, 2009	Project Progress Report submitted.
October 15, 2009	Project Progress Report submitted.
December 15, 2009	Project Progress Report submitted.
February 15, 2010	Project Progress Report submitted.
April 15, 2010	Project Progress Report submitted.
June 15, 2010	Project Progress Report submitted.
August 15, 2010	Project Progress Report submitted.
September 15, 2010	Project Progress Report submitted.
December 15, 2010	Project Progress Report submitted.
March 15, 2011	Project Progress Report submitted.
June 15, 2011	Project Progress Report submitted.
September 15, 2011	Project Progress Report submitted.
December 15, 2011	Project Progress Report submitted.
March 15, 2012	Project Progress Report submitted.
June 30, 2012	All work ceases. Contract ends.
NLT August 15, 2012	Submission of final report, reimbursement requests

10/11
DB

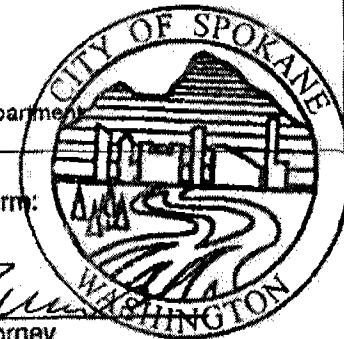
 Agenda Sheet for City Council Meeting of: 10/03/2011		Date Rec'd 9/14/2011
		Clerk's File # OPR 2008-0843
		Renews #
Submitting Dept	REGIONAL EMERGENCY COMMUNICATIONS SYSTEM	Cross Ref #
Contact Name/Phone	BOB LINCOLN 835-4521	Project #
Contact E-Mail	BLINCOLN@SPOKANECOUNTY.ORG	Bid #
Agenda Item Type	Contract Item	Requisition #
Agenda Item Name	0680-PUBLIC SAFETY INTEROPERABLE COMMUNICATIONS GRANT AMENDMENT	
Agenda Wording Grant Amendment from WA State Military Dept. and US Dept. of Homeland Security to increase the original amount of grant from \$1,919,800 to \$1,969,800. Grant amendment also changes match amount from original \$750,000 to \$950,000.		
Summary (Background) Through the Public Safety Interoperable Communications Grant Program, the National Telecommunications and Information Administration (NTIA), in agreement with the Department of Homeland Security (DHS), is providing funds for projects to enhance the interoperable communications capability of public safety agencies in responding to and recovering from disasters and incidents of terrorism. This grant aids in establishing a 700MHZ digital trunked radio system for first responders in the region.		
Fiscal Impact		Budget Account
Revenue \$ 1,969,800		# 1620-99121-99999-33316
Select \$		#
Select \$		#
Select \$		#
Approvals		Council Notifications
Dept Head	LINCOLN, BOB	Study Session
Division Director		Other Public Safety 9/19/11
Finance	LESESNE, MICHELE	Distribution List
Legal	BURNS, BARBARA	agolden
For the Mayor	WEBSTER, DOROTHY	ewade
Additional Approvals		vkeegan@spokanecounty.org
Purchasing		jstapleton@spokanecounty.org
		contract accounting

APPROVED BY SPOKANE CITY COUNCIL

on
 10/3/11

 SPOKANE CITY CLERK

OPR 2008-0843

Washington State Military Department AMENDMENT

1. CONTRACTOR NAME/ADDRESS: City of Spokane Police Department 1100 West Mallon Street Spokane, WA 99260		2. CONTRACT NUMBER: E08-358	3. AMENDMENT NUMBER: D
4. CONTRACTOR CONTACT PERSON, NAME/TITLE: Bob Lincoln blincoln@spokanepolice.org , 509-835-4521		5. MD STAFF CONTACT, NAME/TELEPHONE: Blessing Guillermo 253-512-7463 b.guillermo@emd.wa.gov	
6. TIN or SSN: 91-6001280	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #: 11.856 PSIC	8. FUNDING SOURCE NAME/AGREEMENT #: 2007-GS-H7-0003	
9. FUNDING AUTHORITY: Washington State Military Department (Department) and U.S. Department of Homeland Security (DHS)			
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT, MODIFICATION, OR CHANGE ORDER: Through the Public Safety Interoperable Communications Grant Program, the National Telecommunications and Information Administration (NTIA), in agreement with the Department of Homeland Security (DHS), is providing funds for projects to enhance the interoperable communications capability of public safety agencies in responding to and recovering from disasters and incidents of terrorism. The contractor volunteered to provide additional match for other projects. Additional funds have become available from another project, so funds are being added to reimburse the contractor for some of the over match amount, which is allowed in the grant provisions.			
11. AMENDMENT TERMS AND CONDITIONS: 1. Change contract amount from \$1,919,800 to \$1,969,800, an increase of \$50,000. 2. Change Match amount from \$750,000 to \$950,000, an increase of \$200,000. 3. Replace the Revised Budget Sheet Exhibit C (Amendment B) with the attached Revised Budget Sheet Exhibit C.			
This Amendment is incorporated in and made a part of the contract. Except as amended herein, all other terms and conditions of the contract remain in full force and effect. Any reference in the original contract or an Amendment to the "contract" shall mean "contract as amended". The Department and Contractor acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.			
IN WITNESS WHEREOF, the parties hereto have executed this amendment.			
FOR THE DEPARTMENT: <i>James M. Mullen</i> 12/29/10 Signature Date James M. Mullen, Director Emergency Management Division Washington State Military Department		FOR THE CONTRACTOR: <i>Anne Kirkpatrick</i> 10/14/2011 Signature Date Anne Kirkpatrick Chief of Police for City of Spokane Police Department	
APPROVED AS TO FORM: Brian E. Buchholz (signature on file) 3/12/2010 Assistant Attorney General			

Form 10/27/00

Approved as to form:

For City of Spokane:

[Signature]
City Administrator

Attest:

[Signature]
City Clerk

[Signature]
Assistant City Attorney

REVISED BUDGET SHEET
FFY 2007 Public Safety Interoperability Communications Program
City of Spokane Police Department

PLANNING

<u>Subcategory</u>		
Salaries & Benefits	\$	-
Goods & Services	\$	-
Travel & Per Diem	\$	-
Subcontractors/Consultants	\$	-
Other (Indirect)	\$	-
Total	\$	-

Funding Source: 773PK

TRAINING

<u>Subcategory</u>		
Salaries & Benefits	\$	-
Goods & Services	\$	-
Travel & Per Diem	\$	9,800
Subcontractors/Consultants	\$	-
Other (Indirect)	\$	-
Total	\$	9,800

Funding Source: 773PC

ACQUISITION

<u>Subcategory</u>		
Salaries & Benefits	\$	-
Goods & Services	\$	-
Travel & Per Diem	\$	-
Subcontractors/Consultants	\$	-
Other (Indirect)	\$	-
Equipment	\$	1,285,000
Total	\$	1,285,000.00

Funding Source: 773PD

DEPLOYMENT

<u>Subcategory</u>		
Salaries & Benefits	\$	-
Goods & Services	\$	660,000
Travel & Per Diem	\$	-
Subcontractors/Consultants	\$	15,000
Other (Indirect)	\$	-
Equipment	\$	-
Total	\$	675,000

Funding Source: 773PG

Total Budget \$ 1,969,800

Total Match Requirement	\$	950,000
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Notes:

1. Expenditures may occur only within the categories and subcategories listed above. However, changes of up to 10% within matched (Acquisition and Deployment) and unmatched (Planning and Training) categories can be made without prior approval from the Department. Changes between matched and unmatched categories, or that exceed 10%, require the Contractor submit a budget change request to the Department for approval.
2. G&T Grant program requirements affirm that federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose.

**COPS
GRANT
DOCUMENTS**

12/15/05

AGENDA SHEET FOR COUNCIL MEETING OF: December 5, 2005

RECEIVED 2015
NOV 22 2005



Submitting Dept.
POLICE

Contact Person
Joette Wentworth

Phone No.
625-4072

CITY CLERK'S OFFICE
SPOKANE, WA

ADMINISTRATIVE SESSION

- Contract
- Report
- Claims

LEGISLATIVE SESSION

- Emergency Ord
- Resolution
- Final Reading Ord
- First Reading Ord
- Special Consideration
- Hearing

CITY PRIORITY

- Communications
- Economic Development
- Growth Management
- Human Services
- Neighborhoods
- Public Safety
- Quality Service Delivery
- Racial Equity/Cultural Diversity
- Rebuild/Maintain Infrastructure

- CLERK'S FILE
- RENEWS
- CROSS REF
- ENG
- BID
- REQUISITION

OPR 2005-0869

C-33778

STANDING COMMITTEES

(Date of Notification)

- Finance
- Neighborhoods
- Planning/Community & Econ Dev
- Public Safety 11/21/05
- Public Works

Neighborhood/Commission/Committee Notified:

Action Taken:

AGENDA WORDING:

Request approval to accept a U.S. Department of Justice, COPS Interoperable Communications Grant. The Spokane Police Department has been awarded \$3,000,000 grant, which requires a \$1,000,000 cash match. This \$4,000,000 will be used to develop a Countywide voice and data communications system. The cash match will be provided by the City of Spokane and all participating jurisdictions. The term of the grant is from September 1, 2005 through August 31, 2008.

BACKGROUND:

(Attach additional sheet if necessary)

One of the most important lessons learned from the tragedy of September 11, 2001, was that emergency responders were unable to communicate with each other due to disparate voice and data communications systems. Since that time, a national effort has been underway to equip communities with the capacity for communication during critical incidents, natural disasters or acts of terrorism. Spokane is one of 26 jurisdictions nationwide that has been selected for a "proof of concept" grant to lay the foundation for true interoperable communications between all first responders in Spokane County. This phase 1 grant will allow us to upgrade our communications infrastructures (transmitters, microwave, fiber) in order to accommodate new voice and data systems to realize the vision of interoperability. Success in this implementation will make us eligible for additional grants to fund other software and hardware needs towards that end. A previous study has indicated that a total of \$25 million dollars will be needed to accomplish the goal. The bulk of these costs could be borne by this and future grants. This project involves Law Enforcement Agencies and Fire Departments/Districts in Spokane County. Matching fund costs will be shared by a formula based on population. The matching funds will be obligated by the participating jurisdictions through inter-local agreements with the City of Spokane. (See attached).

RECOMMENDATION:

Fiscal Impact:	Budget Account:
<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
x Expenditure: \$4,000,000	# 1620-91672-94000-56406-99999
x Revenue: \$3,000,000	# 1620-91672-99999-33316-99999
x Revenue: 544,579	# 1620-91672-00000-33821-00000
x Revenue: 455,424	# 1620-91672-99999-39710-99999
<input type="checkbox"/> Budget Neutral	

ATTACHMENTS: Include in Packets:
On file for Review in Office of City Clerk:

SIGNATURES:

Department Head

Division Director

Finance

Legal

City Administrator for Mayor

Council President

DISTRIBUTION:

Accounting -
Budget Control -
Finance

Treasurer
Police - Joette
jwentworth@spokanepolice.org

COUNCIL ACTION:

APPROVED AND
CONTRACT AUTHORIZED
BY SPOKANE CITY COUNCIL:

December 5, 2005
Jeri St. John
CITY CLERK

OPR 2005 0869



U. S. Department of Justice
Community Oriented Policing Services
Grants Administration Division (GAD)
COPS Interoperable Communications Technology Grant Award

Grant #: 2005INWX0023

ORI #: WA03204

Applicant Organization's Legal Name: Spokane Police Department

Vendor #: 916001280

Law Enforcement Executive: Chief Roger D. Bragdon

Address: 1160 West Mallon Avenue

City, State, Zip Code: Spokane, WA 99260

Telephone: (509) 625-4243

Fax: (509) 625-4066

Government Executive: Mayor James E. West

Address: 808 West Spokane Falls Blvd.

City, State, Zip Code: Spokane, WA 99201

Telephone: (509) 625-6250

Fax: (509) 625-6789

Award Start Date: 9/1/2005

Award End Date: 8/31/2008

Award Amount: \$ 3,000,000.00

Carl R. Pezd, Director

SEP 2 2005

Date

Signature of Law Enforcement Official with the Authority to Accept this Grant Award

Roger D. Bragdon Chief of Police
Typed Name and Title of Law Enforcement Official

10/4/07
Date

Signature of Government Official with the Authority to Accept this Grant Award

James E. West Mayor
Typed Name and Title of Government Official

9/6/2005
Date

False statements or claims made in connection with COPS grants may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any remedy available by law to the Federal Government.

Award ID: 83018



U. S. Department of Justice
Community Oriented Policing Services

Grants Administration Division (GAD)
COPS Interoperable Communications Technology Grant Award

*1101 Vermont Avenue, NW
Washington, DC 20530*

Memorandum

To: Roger D. Bragdon, Chief
Spokane Police Department

From: Robert A. Phillips, Deputy Director of Operations, Grants Administration
Jim Griffin, Grant Program Specialist, Grants Administration
Reginald Padgett, Staff Accountant, Finance Division

Re: COPS Interoperable Communications Technology Grant Award Financial Clearance Memo
A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

Vendor #: 916001280

ORI #: WA03204

Grant #: 2005INWX0023

<u>Budget Category</u>	<u>Proposed Budget</u>	<u>Approved Budget</u>	<u>Adjustments</u>	<u>Disallowed/Adjusted - Reasons/Comments</u>
Travel/Training	\$4,315.00	\$4,315.00	\$0.00	
Equipment	\$3,995,685.00	\$3,995,685.00	\$0.00	
Direct Costs:	\$4,000,000.00	\$4,000,000.00	\$0.00	
Grand Total	\$4,000,000.00	\$4,000,000.00	\$0.00	
Grand Total:	Federal Share:	\$ 3,000,000.00		
	Applicant Share:	\$ 1,000,000.00		

Cleared Date: 8/26/2005

Overall Comments:

Prior to the obligation, expenditure or drawdown of grant funds for non-competitive contracts in excess of \$100,000, grantee must submit a sole source justification to the COPS Office for review and approval.

REPORT ON THE FINANCIAL AND ECONOMIC IMPACT OF THE PROPOSED
 WATER TREATMENT PLANT

City	Population	Percentage	
Unincorporated	121,848	27.93%	X 1,000,000 = \$279,276
Airway Heights	4,640	1.06%	X 1,000,000 = \$10,635
Cheney	10,070	2.31%	X 1,000,000 = \$23,080
Deer Park	3,100	0.71%	X 1,000,000 = \$7,105
Fairfield	589	0.13%	X 1,000,000 = \$1,351
Latah	212	0.05%	X 1,000,000 = \$486
Liberty Lake	5,255	1.20%	X 1,000,000 = \$12,044
Medical Lake	4,350	1.00%	X 1,000,000 = \$9,970
Millwood	1,645	0.38%	X 1,000,000 = \$3,770
Rockford	484	0.11%	X 1,000,000 = \$1,109
Spangle	269	0.06%	X 1,000,000 = \$617
Spokane	198,700	45.54%	X 1,000,000 = \$455,421
Spokane Valley	85,010	19.48%	X 1,000,000 = \$194,843
Waverly	<u>128</u>	<u>0.03%</u>	X 1,000,000 = <u>\$293</u>
	436,300	100.00%	\$1,000,000

*Population percentage is based on the Washington State OFM Forecast, 4/1/05



City of Spokane

Minor Contract Summary

OPR # 2005-0869
 Cross Ref _____
 Destruct Date 2020
 Clerk's Dist. 03/02/12 303

Incomplete submissions will be returned to the Department until all requirements are met.
 (Summary to be printed on blue paper)

Department Name Police
 Department Project # IEC-2005INWX0023

New Contract
 CR # _____
 Date: 2/15/12

Contractor/Consultant

Name: **US Department of Justice, COPS Office**
 Address: 1100 Vermont Ave., NW Remittance Address: 145 N Street, N.E., 11th Floor
 City, State, Zip: Washington, DC 20530 City, State, Zip Washington, DC 20530

Summary of Services

Grant extension request for the Grant #2005INWX0023. Original award of grant was \$3,000,000.00 dated 9/1/2005. This grant extension is requested as a result of unforeseen equipment purchasing and implementation delays.

Amount: _____ Budget Code: 1620-91672-99999-33316-9999

Maximum Amount

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 CITY CLERK'S OFFICE
 SPOKANE, WA

Beginning Date: 9/1/2005 Expiration Date: 8/31/2013 Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.) Insurance Certificate (as per contract)
 City Business License If Public Works Contract, Contractor has been notified of State Law requirements.
 Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: [Signature]

Funds are available in the appropriate budget account

Accountant [Signature]

Department Head [Signature]

Other _____
 Signature _____

Other _____
 Signature _____

2/17/12
 Date _____
2/16/12
 Date _____
 Date _____
 Date _____

Distribution List

Contractor E-mail:	Contract Accounting: mlesesne@spokanecity.org
Dept. Contact E-mail: ewade, agolden, spdgrants@spokanepolice.org	Taxes and Licenses



U.S. Department of Justice

Office of Community Oriented Policing Services (COPS)

Grants Administration Division
145 N Street, NE
Washington, DC 20530

AUG 17 2011
POLICE ADMINISTRATION

July 25, 2011

Chief Anne Kirkpatrick
Spokane Police Department
1100 West Mallon Avenue
Spokane, WA 99260

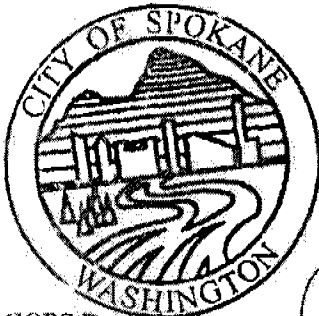
Re: Extension request for INTEROP Grant #2005INWX0023

Dear Chief Kirkpatrick:

I am pleased to inform you that your extension request for the COPS grant listed above has been approved. This approval provides your agency with additional time to meet programmatic requirements and complete the drawdown of funds. Your new end date is 08/31/2013.

Please note that 28 CFR. § 66.50(c) requires grantees to submit a final Federal Financial Report SF-425 and draw down funds for incurred costs within 90 days after the end date of the grant/cooperative agreement (provided in the above paragraph). If remaining funds are not drawn down within 90 days after the grant end date, your agency will forfeit the remaining eligible balance.

We thank you for your continued support of the INTEROP grant program. If you have any questions regarding your extension, please feel free to contact the COPS Response Center at 1.800.421.6770.



cc: COPS Records Center
Finance

Sincerely,

Andrew A. Dorr

Andrew A. Dorr
Assistant Director for Grants Administration

Scott H. Stephens 2/16/12
Interim Chief Scott Stephens Date

Theresa Sanders 2/22/2012
City Administrator Theresa Sanders Date

Barbara Burns
Legal, Barbara Burns Date

Terri Pfister 2/22/12
City Clerk, Terri Pfister Date



**U.S. Department of Justice
Office of Community Oriented Policing Services (COPS)
COPS Extension Request Form**

OMB Approval Number: 1103-0093

Date: July 11, 2011

The following COPS INTEROP grant/cooperative agreement is currently set to expire on 8/31/2011:

ORI #: WA03204	Project Start Date: 9/1/2005
Grant #: 2005INWX0023	Original Project End Date: 8/31/2008
Federal Funds Awarded: \$3,000,000.00	

SECTION I: This extension request form will allow your agency the opportunity to request a "no-cost" time extension in order to complete the federal funding period and requirements for the grant/cooperative agreement award listed above. Requesting and/or receiving a time extension will not provide additional funding. Please read the enclosed "Frequently Asked Questions" document for more information on extending your grant/cooperative agreement.

A. Please select the option below that best meets your agency's needs:

[NOTE: If the extension request you indicate below (or a combination of the current request and a previously approved extension for this award) exceeds 18 months from the original end date of this grant, you are required to complete Section II on the following page(s).] Months this award has already been extended: 36

- An extension is NOT needed; we will complete the grant/cooperative agreement by the current end date.
- A 6-month extension is needed. (Total request exceeds 18 months. You must complete section 2)
- A 12-month extension is needed. (Total request exceeds 18 months. You must complete Section 2)
- An 18-month extension is needed. (Total request exceeds 18 months. You must complete Section 2)
- For requests of more than 18 months, provide a new end date: 8/31/2013 (You are required to complete Section II.)

Please check the reason(s) below that best describe why this extension is being requested (check all that apply):

- Hiring delays (initial hiring delays, extended vacancies, lack of qualified candidates, scheduled academy, etc.).
- Equipment delays (procurement, requests for proposals, installation difficulties, testing/training, not fully operational, etc.).
- Administrative delays (change in executives/administration, delay in accepting award, environmental assessments, etc.).
- Delays in implementing applied research project.
- Other (please explain): _____

B. Angela Golden Public Safety Accounting Manager Angela Golden 7/21/11
 Printed Name of Requester Title of Requester Signature of Requester Date Signed

- C. Indicate any change to the agency information listed below (Chief, Sheriff, Program Official, phone number, etc.).
 D. Return this request to us via fax at 202-616-8650 or mail the completed form(s) to COPS at the address listed below:

U.S. Department of Justice, COPS Office
 145 N Street, N.E., 11th Floor
 Washington, DC 20530
 Attn: Discretionary Control Desk, 11th floor

<u>Current Agency Information Listed in COPS Files:</u>	<u>Changes to COPS Current Agency Information:</u>
Law Enforcement Executive: Chief Anne Kirkpatrick	Law Enforcement Executive:
Legal Name: Spokane Police Department	Legal Name:
Address 1: 1100 West Mallon Avenue	Address 1:
Address 2:	Address 2:
City/State/Zip: Spokane, WA 99260	City/State/Zip:
Phone #: (509) 625-4243	Phone #:
Fax #: (509) 625-4066	Fax #:

SECTION II: JUSTIFICATION FOR AMOUNT OF TIME REQUESTED

If the amount of time you requested in Section I indicated that you must complete Section II, please respond to the questions below. Please respond as thoroughly and completely as possible. Failure to answer all questions thoroughly could delay processing of your extension request, or result in your request being denied.

If additional space is needed to answer the questions below, please continue your response on department letterhead.

- A. Please use the space below to explain the specific issues or problems that have caused delays in the implementation and/or completion of this grant/cooperative agreement. Additionally, please explain how your agency intends to address the delay(s) in order to complete this grant/project.

Significant delays occurred in the RFP development and acceptance processes for the system equipment the funds are being used to purchase. There was also an unexpected delay in reaching a mutually acceptable system engineering design from the equipment vendor. These issues have been resolved and the equipment ordered. The site development process is moving at a slower pace than anticipated as well.

- B. In the space below, please provide a new timeline that reflects when your agency plans to complete any steps or phases of the project that are not currently finished. This timeline should be in a monthly format, and indicate up to the newly requested end date what tasks your agency will be working on. During months in which you anticipate no activity taking place, please indicate that as well.

July-Aug 2011 - Equipment shipments from vendor (Motorola) arriving.
Sept-Nov 2011 - Site development and upgrades proceeding.
Dec 2011 - Limited site improvement equipment installation weather permitting
Jan-Feb 2012 - No anticipated activity due to winter weather conditions
March-Nov 2012 - Continued site developments and upgrades
Dec 2012 - Feb 2013 - Limited equipment installation as weather allows
March-April 2013 - Complete equipment installation and preliminary testing
May-June 2013 - Finalize equipment adjusting and interoperability tests, systemwide exercises
July 2013 - Equipment/system final acceptance
Aug 2013 - Go into full regional operation on system

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FEB 23 2012

CITY CLERK'S OFFICE
SPOKANE, WA

RECEIVED

FEB 20 2012

OFFICE OF THE CITY ATTORNEY



To: Barb Burns, Theresa Sanders, Terri Pfister

Date: February 20, 2012

From: Erika J. Wade: Spokane Police Department

Re: Contract Extension-IEC Grant

The enclosed document is being sent to your office for the necessary signatures in order to record a grant extension. Please forward to the next signature on the signature block.

Thank you,

A handwritten signature in cursive script, appearing to read "Erika J. Wade".

Erika J. Wade, CPA
Public Safety Accountant

PH: 625-4061

EXHIBIT A

EQUIPMENT

LIST

ATTACHMENT A

City Inventory Number	Asset Description Location	Quantity Serial Number	Vendor	Cost
N004256	MICROWAVE INTERFACE COUNTY INVENTORY NUMBER 152316 SCOOP-PSB/SHOP	1 94063L1-1		31,211.92
N004257	MICROWAVE INTERFACE COUNTY INVENTORY # 152317 PSB-SCOOP/SHOP	1 94063K1-2		31,211.92
N004258	MICROWAVE INTERFACE COUNTY INVENTORY #152318 PSB/KRELL	1 94063J1-2		31,211.92
N004259	MICROWAVE INTERFACE COUNTY INVENTORY # 152319 KRELL/PSB	1 94063F1-2		31,211.91
N004260	MICROWAVE INTERFACE COUNTY INVENTORY # 152320 GILBERT-MICA	1 94063H1-2		31,211.91
N004261	MICROWAVE INTERFACE COUNTY INVENTORY # 152321 MICA-GILBERT	1 94063E1-2		31,211.91
N004262	MICROWAVE INTERFACE COUNTY INVENTORY # 152322 NINE MILE-BACKUP CENTER	1 94063D1-2		31,211.91
N004263	MICROWAVE INTERFACE COUNTY INVENTORY # 152323 FANCHER-AIRWAY	1 94063A1-2		31,211.92
N004264	MICROWAVE INTERFACE COUNTY INVENTORY # 152324 KREM-CCB	1 94063H2-2		31,211.92
N004265	MICROWAVE INTERFACE COUNTY INVENTORY # 152325 CCB-KREM	1 94063C1-2		31,211.92
N004266	MICROWAVE INTERFACE COUNTY INVENTORY # 152356 BACKUP-NINE MILE	1 94063G1-2		31,211.92
N004267	MICROWAVE INTERFACE COUNTY INVENTORY # 152327 AIRWAY-FANCHER	1 94063B1-2		31,211.91

City Inventory Number	Asset Description Location	Quantity Serial Number	Vendor	Cost
N004380	MICROWAVE DISHES RADIO FREQUENCY SYSTEMS INC			7,328.15
N004381	MICROWAVE DISHES RADIO FREQUENCY SYSTEMS INC			3,664.07
N004382	MICROWAVE RADIO CONL ASSY RADIO FREQUENCY SYSTEMS INC			2,115.86
N004383	MICROWAVE DISH PARTS RADIO FREQUENCY SYSTEMS INC			5,964.01
N004384	LAPTOP/MONITOR/DOCKING STATION LOCATED IN SRECS UNIT			2,097.97
N004385	P25 INTEROPERABILITY SWITCH AND VHF SIMULCAST MUTUAL AID CHANNEL	1		286,056.20 PSIC 1,053,322.07 COPS 73,312.50 Match
N004386	MICROWAVE DISHES	2		15,401.91
N004958	GO BOOK 8000 LEIS #701918	1 ZZFJC0119ZZ1075		5,932.37
T311629	BRIGGS & STRATTON 15kW NG/LP LOCATED ON TOWER SITE	1		4,455.62
T311630	BRIGGS & STRATTON 15kW NG/LP LOCATED AT TOWER SITE	1		4,455.61
T311631	BRIGGS & STRATTON 15kW NG/LP LOCATED AT TOWER SITE	1		4,455.61
T311632	BRIGGS & STRATTON 15kW NG/LP LOCATED AT TOWER SITE	1		4,455.61
T311633	DIGITAL RADIO TEST SET LOCATED AT THE CITY RADIO SHOP	1 AEROFLEX 299002282		37,747.50
T311634	DIGITAL RADIO TEST SET LOCATED IN THE COUNTY RADIO SH	1 AEROFLEX 299002278		37,747.50
T311635	DIGITAL RADIO TEST SET LOCATED IN THE COUNTY RADIO SH	1 AEROFLEX 299002279		37,747.49
T311636	DIGITAL RADIO TEST SET LOCATED IN THE COUNTY RADIO SH	1 AEROFLEX 299002280		37,747.48
T311637	DIGITAL RADIO TEST SET LOCATED IN THE COUNTY RADIO SH	1 AEROFLEX 299002281		37,747.48

City Inventory Number	Asset Description Location	Quantity Serial Number	Vendor	Cost
T311638	DIGITAL RADIO TEST SET LOCATED IN THE COUNTY RADIO SH	1 299002283	AEROFLEX	37,747.48
T311650	20 GHz COUNTER POWER METER LOCATED IN DEM BUILDING WITH SRECS	245001/731	1 AEROFLEX 691002/148	17,487.66
T311651	20 GHz COUNTER POWER METER LOCATED IN DEM WITH SRECS	245001/732	1 AEROFLEX 691002/149	17,487.65
T311652	SPECTRUM ANALYER LOCATED IN DEM WITH SRECS	1 1003170		18,647.96
T311653	SPECTRUM ANALYER LOCATED IN DEM WITH SRECS	1 1003172		18,647.97
T311654	SPECTRUM ANALYER LOCATED IN DEM WITH SRECS	1 1003174		18,647.97
T311655	SPECTRUM ANALYER LOCATED IN DEM WITH SRECS	1 1003171		18,647.97
T311656	SPECTRUM ANALYER LOCATED IN DEM WITH SRECS	1 1003173		18,647.97
T311657	BROADBAND STIE MASTER LOCATED IN DEM WITH SRECS	1		25,525.40
T311658	HIGH PERFORMANCE HANDHELD SPEC LOCATED IN DEM WITH SRECS SPECTRUM ANALYZER 9kHz	1 1004022		22,784.62
T311659	HIGH PERFORMANCE HANDHELD SPEC LOCATED IN DEM WITH SRECS SPECTRUM ANALYZER 9kHz	1 1004034		22,784.62
T311660	HIGH PERFORMANCE HANDHELD SPEC LOCATED IN DEM WITH SRECS SPECTRUM ANALYZER 9kHz	1		24,365.57
T311661	SERVICE MONITOR W/APCO PROJECT LOCATED AT CITY RADIO SHOP	1		25,459.71
T311662	TRANSMISSION TEST SET LOCATED IN DEM WITH SRECS	1		3,440.35
T311663	TRANSMISSION TEST SET LOCATED IN DEM WITH SRECS	1		3,440.36
T311664	TRANSMISSION TEST SET LOCATED IN DEM WITH SRECS	1		3,440.36

City Inventory Number	Asset Description Location	Quantity Serial Number	Vendor	Cost
T311665	TRANSMISSION TEST SET LOCATED IN DEM WITH SRECS	1		3,440.36
T311666	TRANSMISSION TEST SET LOCATED IN DEM WITH SRECS	1		3,440.35
T311667	TRANSMISSION TEST SET LOCATED AT CITY RADIO SHOP	1		3,440.35
T311668	HST-3000 T1/T3 LOCATED IN DEM WITH SRECS	1		6,441.19
T311669	HST-3000 T1/T3 LOCATED IN DEM WITH SRECS	1		6,441.19
T311670	HST-3000 T1/T3 LOCATED IN DEM WITH SRECS	1		6,441.19
T311671	HST-3000 T1/T3 LOCATED IN DEM WITH SRECS	1		6,441.20
				<u>2,369,587.45</u>
			PSIC	286,056.20
			COPS	2,010,218.75
			Match	<u>73,312.50</u>
				<u>2,369,587.45</u>

FACE SHEETS

Department of Commerce
 Laura Pettus, Program Specialist, Office of Telecommunications and Information Applications/NTIA,
 1401 Constitution Avenue, N.W., Room 4812
 Washington, DC 20230. Telephone: (202) 482-5802

1. Grantee City of Spokane Police Department 1100 W Mallon Avenue Spokane, Washington 99260	2. Fiscal Manager for Dept. of Commerce Washington State Military Dept. and US Dept. of Homeland Security James E. Mullen, Director Blessing Guillermo-Program Manager Bldg 20, MS TA-20 Camp Murray, WA 98430-5122	Contract References 5. Federal Funds (as applicable) 2007-GS-H7-0003 6. Federal Agency United States Department of Commerce 7. CFDA Number & Title 11.555-PSIC 8. Grantor Contract Number E08-358 9. City Contract OPR 2008-0843/2011-0514 10. County Contract 2011-0510	County ID Numbers 11. Tax ID # 12. SWV # 13. UBI # 14. DUNS # 10205078 15. Start Date October 1, 2007 16. End Date September 30, 2010 17. Extension June 30, 2012
3. Sub-Recipient Spokane County 1116 W. Broadway Spokane, WA 99260	4. GRANTEE Representative SRECS-IT Bob Lincoln Dept. of Emergency Management 1121 West Gardner Avenue Spokane, WA 99201		

18. Funding Source

	Federal	State:	County	Total	Match Paid	Match Remaining	Total Match	Total Project Cost
Fund Source	\$ 1,679,305.48							\$ 1,679,305.48
Fund Source			x		\$ 73,435.00	\$ 876,565.00	\$ 950,000.00	\$ 950,000.00

19. Contract Type

- Contract
- Intergovernmental Grant
- Agreement
- Interagency

20. Contractor Selection Process

- Sole Source
- Bidding
- Contract
- A/E RCW
- Pre-approved by Funder

21. Contractor Type

- Private Organization
- Organization/Jurisdiction Vendor
- Sub-Recipient
- Non-Profit

22. Description:

Through the Public Safety Interoperable Communication Grant Program, the National Telecommunications and Information Administration, in agreement with the US Department of Homeland Security (DHS), is providing funds for projects to enhance interoperable communications capability of public safety agencies in responding to and recovering from disasters and incidents of terrorism.

CITY, and the Sub-Recipient, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" Statement of Work, Attachment "B" - Budget, Grantee's Application for funding under this program, and the Grantee's Certifications and Assurances required by COMMERCE as pre-requisites for execution of this Agreement.

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- (a) Applicable Federal and State Statutes and Regulations
- (b) Statement of Work
- (c) Special Terms and Conditions
- (d) General Terms and Conditions, and if attached,
- (e) any other provisions of the contract incorporated by reference.

FOR SUB-RECIPIENT	FOR CITY
Signature _____ Date _____	Signature _____ Date _____
Name _____	Name _____
Title _____	Title _____
APPROVED AS TO FORM ONLY	APPROVED AS TO FORM ONLY
Signature _____ Date _____	Signature _____ Date _____
Name/Title _____	Name/Title _____

U.S. Department of Justice, COPS Office
 Grants Administration Division
 145 N Street, NE, 11th Floor
 Washington, DC 20530. Telephone: (800) 421-6770

1. Grantee City of Spokane Police Department 1100 W Mallon Avenue Spokane, Washington 99260	2. Fiscal Manager for Dept. of Justice US Department of Justice, Office of Community Oriented Policing Services Carl R. Peed, Director Andrew A Dorr, Asst Director for Grants Adm 145 N Street NE, 11th Floor Washington DC 20530	Contract References 5. Federal Funds (as applicable) 2005-IN-WX-0023 6. Federal Agency United States Department of Justice 7. CFDA Number & Title 16.710-Public Safety Partnership and Community Policing Grants 8. Grantor Contract Number WA03204 9. City Contract OPR 2005-0869/2011-0514 10. County Contract 2011-0510	County ID Numbers 11. Tax ID # 12. SWV # 13. UBI # 14. DUNS # 10205078 15. Start Date September 1, 2005 16. End Date August 31, 2008 17. Extension August 31, 2013
3. Sub-Recipient Spokane County 1116 W. Broadway Spokane, WA 99260	4. GRANTEE Representative SRECS-IT Bob Lincoln Dept. of Emergency Management 1121 West Gardner Avenue Spokane, WA 99201		

18. Funding Source

	Federal	State:	County	Total	Match Paid	Match Remaining	Total Match	Total Project Cost
Fund Source	\$ 2,806,426.18							\$ 2,806,426.18

19. Contract Type <input checked="" type="checkbox"/> Contract Intergovernmental Grant <input checked="" type="checkbox"/> Agreement <input checked="" type="checkbox"/> Interagency	20. Contractor Selection Process Sole Source Bidding Contract A/F RCW <input checked="" type="checkbox"/> Pre-approved by Funder	21. Contractor Type Private Organization <input checked="" type="checkbox"/> Organization/Jurisdiction Vendor <input checked="" type="checkbox"/> Sub-Recipient Non-Profit
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22. Description:
 Through the Department of Justice, Office of Community Oriented Policing Services, the COPS Office provides funding to provide state, local, and tribal law enforcement agencies with grants for equipment, technology, officers and training that enable law enforcement to build and strengthen their community policing infrastructure, and provided technical assistance to ensure that agencies are properly and effectively implementing the grant funding.


CITY, and the Sub-Recipient, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" Statement of Work, Attachment "B" - Budget, Grantee's Application for funding under this program, and the Grantee's Certifications and Assurances required by JUSTICE as pre-requisites for execution of this Agreement.

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 (a) Applicable Federal and State Statutes and Regulations
 (b) Statement of Work
 (c) Special Terms and Conditions
 (d) General Terms and Conditions, and if attached,
 (e) any other provisions of the contract incorporated by reference.

FOR SUB-RECIPIENT		FOR CITY	
Signature _____	Date _____	Name _____	Title _____
APPROVED AS TO FORM ONLY		APPROVED AS TO FORM ONLY	
Signature _____	Date _____	Name/Title _____	Name/Title _____

06/23/11
200

11-0743

 Agenda Sheet for City Council Meeting of* <input type="checkbox"/> 06/20/2011		<input checked="" type="checkbox"/> Date Rec'd <small>(Clerk use only)</small> 06/08/2011
<input checked="" type="checkbox"/> Status: CLERK REVIEW		<input checked="" type="checkbox"/> Clerk's File # OPR 2011-0514
<input type="checkbox"/> Renews #		<input type="checkbox"/> Cross Ref # OPR 2008-0843
<input type="checkbox"/> Submitting Dept*: REGIONAL EMERGENCY COMMU	<input type="checkbox"/> Contact Name & Phone*: BOB LINCOLN 835-4521	<input type="checkbox"/> Project # OPR 2005-0869
<input checked="" type="checkbox"/> Contact E-Mail* BLINCOLN@SPOKANECITY.ORG	<input type="checkbox"/> Bid #	<input type="checkbox"/> Requisition #
<input checked="" type="checkbox"/> Add'l Docs Attached? <input checked="" type="checkbox"/>	<input type="checkbox"/> Contract Item	<input type="checkbox"/> Agenda Item Name: Begin with Dept # 1510-INTERLOCAL W/SPOKANE COUNTY FOR RADIO EQUIPM
<input checked="" type="checkbox"/> Agenda Wording*: (39 character max) <input type="checkbox"/> Additional attached? Interlocal with Spokane County for the purchase of radio equipment utilizing pre-approved grant funds through the Dept. of Homeland Security OPR 2008-0843 and Dept. of Justice OPR 2005-0869. Est value-\$3,500,000		
<input checked="" type="checkbox"/> Summary (Background)*: (76 character max) <input type="checkbox"/> Additional attached? The interlocal addresses the purchase of a "Next Generation P25 Trunked Radio System" that will be owned and operated by the County of Spokane to the extent allowed. The City of Spokane will purchase the equipment utilizing County contract No. P6587 with Motorola, Inc. utilizing joint grant funds. The equipment's purpose is for use by the Countywide voice and data communications system. The estimated value is \$3,500,000.		
<input checked="" type="checkbox"/> Fiscal Impact		<input type="checkbox"/> Budget Account <input type="checkbox"/> Additional attached?
Neutral <input type="checkbox"/> \$ 3,500,000.00	# various	
Select <input type="checkbox"/> \$	#	
Select <input type="checkbox"/> \$	#	
Select <input type="checkbox"/> \$	#	
<input checked="" type="checkbox"/> Approvals		<input checked="" type="checkbox"/> Council Notifications (Date)
Dept Head MEIDL, CRAIG	Study Session	<input type="checkbox"/>
Division Director	Other	<input type="checkbox"/>
Finance LESESNE, MICHELE	<input checked="" type="checkbox"/> Distribution List (Emails preferred) <input type="checkbox"/> Additional?	
Legal BURNS, BARBARA	EWADE	
For the Mayor WEBSTER, DOROTHY	AGOLDEN	
<input checked="" type="checkbox"/> Additional Approvals		CWAHL
Purchasing	JEMACIO@SPOKANECOUNTY.ORG	
Select Dept 1	<input type="checkbox"/>	
Select Dept 2	<input type="checkbox"/>	
Select Dept 3	<input type="checkbox"/>	
<input type="button" value="Save"/>	<input type="button" value="Cancel"/>	<input type="button" value="View Related Document"/>

APPROVED BY SPOKANE CITY COUNCIL
on

6/20/11
[Signature]
SPOKANE CITY CLERK

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN)
AGREEMENT BETWEEN THE CITY OF)
SPOKANE AND SPOKANE COUNTY)
REGARDING THE USE OF (1)THE)
CITY'S WASHINGTON STATE)
MILITARY DEPARTMENT AND U.S.)
DEPARTMENT OF HOMELAND)
SECURITY GRANT AND (2) U. S.)
DEPARTMENT OF JUSTICE, COPS)
INTEROPERABLE COMMUNICATIONS)
GRANT TO PAY FOR A PORTION OF)
THE EQUIPMENT ACQUIRED BY)
SPOKANE COUNTY FOR FURNISHING)
THE NEXT GENERATION P25)
TRUNKED RADIO SYSTEM UNDER)
RFP PROJECT NO. P6587 WITH)
MOTOROLA, INC.)

RECEIVED

SEP 28 2011

CITY CLERK'S OFFICE
SPOKANE, WA

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County ("Board") has the care of county property and the management of county funds and business; and

WHEREAS, pursuant to City of Spokane Clerk's File No. OPR 08-843, the City of Spokane entered into an Agreement with the Washington State Military Department and the U.S. Department of Homeland Security wherein the City received a grant in the amount of \$1,919,800, requiring a match of \$477,500 ("match amount"), for a total amount of \$2,397,300 to be used to develop a county wide voice and data communications system ("PSIC Grant"). The match amount for PSIC Grant is to come from the May 29, 2008, Spokane County voter approved and Spokane County imposed sales and use tax of 1/10th of 1% within Spokane County; and

WHEREAS, pursuant to City of Spokane Clerk's File No. OPR 2005-0869, the City of Spokane, by and through the Spokane City Police Department, was awarded a U. S. Department of Justice, COPS Interoperable Communications Grant in the amount of \$3,000,000 which required a \$1,000,000 cash match ("COPS Grant"). The total \$4,000,000 is to be used to develop a Countywide voice and data communications system with the cash match provided by the City of Spokane and other participating jurisdictions; and

WHEREAS, pursuant to the provisions of RCW 39.04.270, the Board of County Commissioners under Spokane County Resolution No. 10-0312, executed Contract No. P6587 with Motorola, Inc. at a contract amount, exclusive of sales tax, of \$23,453,248.39, for furnishing the Next Generation P25 Trunked Radio System, including related equipment, accessories and integration and support services under RFP Project No. P6587 ("Contract"). The Contract was subsequently modified under Spokane County Resolution No. 11-0341 in the amount of

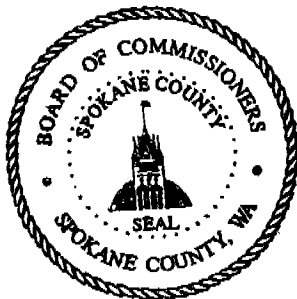
\$889,452.65 ("Contact Change Order #1) jointly along with the Contract referred to as "Contract Documents"; and

WHEREAS, the City of Spokane has advised Spokane County that it can pay for certain equipment to be purchased by the COUNTY under the Contract and Contract Change Order #1 with PSIC Grant or COPS Grant moneys; and

WHEREAS, the City of Spokane and Spokane County desire to enter into an agreement wherein the City of Spokane with moneys from the PSIC Grant or COPS Grant will pay for certain equipment to be provided by Motorola, Inc. under Contact Documents.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, Washington that either the Chairperson of the Board of County Commissioners or a majority of the Board of County Commissioners be and is hereby authorized to execute that document entitled "PUBLIC SAFETY INTEROPERABLE COMMUNICATIONS GRANT AGREEMENT BETWEEN CITY OF SPOKANE AND SPOKANE COUNTY WITH RESPECT TO NEXT GENERATION P25 TRUNKED RADIO SYSTEM – EXCLUSIVE OF SYSTEM INTEGRATION SERVICES" pursuant to which the City of Spokane and Spokane County will reduce to writing the terms and conditions under which moneys from the (1) Washington State Military Department and the U.S. Department of Homeland Security Grant or which the City of Spokane received or the U. S. Department of Justice, COPS Interoperable Communications Grant which the City of Spokane received can be used to pay for certain equipment acquired by the Spokane County under its contract with Motorola, Inc. for furnishing the Next Generation P25 Trunked Radio System. *Provided, however, the Board of County Commissioners' signature shall not be effective until the Spokane County Grants Administrator receives a copy of both Grants referenced in the second (2nd) WHEREAS set forth above.*

PASSED AND ADOPTED this 23rd day of August 2011.




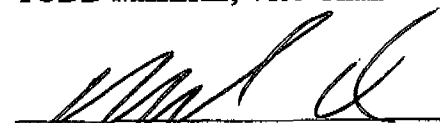
BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON


AL FRENCH, Chair


TODD MIELKE, Vice-Chair

ATTEST:


Daniela Erickson 11-0743
Clerk of the Board


MARK RICHARD, Commissioner

11-0743

**PUBLIC SAFETY INTEROPERABLE COMMUNICATIONS GRANT AGREEMENT BETWEEN
CITY OF SPOKANE AND SPOKANE COUNTY WITH RESPECT TO NEXT GENERATION P25
TRUNKED RADIO SYSTEM – EXCLUSIVE OF SYSTEM INTEGRATION SERVICES**

THIS AGREEMENT, made and entered into this 23rd day of Aug 2011 (“Effective Date”) by between City of Spokane, a municipal corporation of the State of ~~Washington~~, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as “**CITY**,” and Spokane County, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as “**COUNTY**,” jointly hereinafter referred to as the “**PARTIES**.”

RECITALS

WHEREAS, pursuant to City of Spokane Clerk’s File No. ORP 08-843, the City of Spokane entered into an Agreement with the Washington State Military Department and the U.S. Department of Homeland Security wherein the City received a grant in the amount of \$1,919,800, requiring a match of \$477,500 (“match amount”), for a total amount of \$2,397,300 to be used to develop a county wide voice and data communications system (“PSIC Grant”). The match amount for PSIC Grant is to come from the May 29, 2008, Spokane County voter approved and Spokane County imposed sales and use tax of 1/10th of 1% within Spokane County; and

WHEREAS, pursuant to City of Spokane Clerk’s File No. ORP 2005-0869, the City of Spokane, by and through the Spokane City Police Department, was awarded a U. S. Department of Justice, COPS Interoperable Communications Grant in the amount of \$3,000,000 which required a \$1,000,000 cash match (“COPS Grant”). The total \$4,000,000 is to be used to develop a Countywide voice and data communications system with the cash match provided by the City of Spokane and other participating jurisdictions; and

WHEREAS, pursuant to the provisions of RCW 39.04.270, the Board of County Commissioners under Spokane County Resolution No. 10-0312, executed Contract No. P6587 with Motorola, Inc. at a contract amount, exclusive of sales tax, of \$23,453,248.39, for furnishing the Next Generation P25 Trunked Radio System, including related equipment, accessories and integration and support services under RFP Project No. P6587 (“Contract”). The Contract was subsequently modified under Spokane County Resolution No. 11-0341 in the amount of \$889,452.65 (“Contract Change Order #1) jointly along with the Contract referred to as “Contract Documents”; and

WHEREAS, the City of Spokane has advised Spokane County that it can pay for certain equipment to be purchased by the COUNTY under the Contract and Contract Change Order #1 with PSIC Grant and COPS Grant moneys; and

WHEREAS, the PARTIES desire to enter into an agreement wherein the City of Spokane with moneys from the PSIC Grant and COPS Grant will pay for certain equipment to be provided by Motorola, Inc. under Contract Documents.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, and the Recitals which are made a part hereof, the Parties hereto do mutually agree as follows:

11-0743

SECTION NO. 1: PURPOSE

The purpose of this Agreement is to reduce to writing the terms and conditions under which the CITY will pay for certain equipment to be acquired by COUNTY under the Contract Documents with PSIC Grant and COPS Grant moneys. The terminology "equipment" includes those items and costs associated therewith set forth in Attachment "A", attached hereto and incorporated herein by reference ("Equipment").

SECTION NO. 2: PARTIES RESPONSIBILITIES / ASSURANCES

a. COUNTY'S RESPONSIBILITIES AND ASSURANCES

1. Provide written certification to CITY that any Equipment for which payment from the PSIC Grant or COPS Grant is being requested has been received by the COUNTY under the Contract Documents.
2. Comply with all applicable provisions of the PSIC Grant or COPS Grant for all Equipment purchased with PSIC Grant or COPS Grant moneys respectively. A copy of the PSIC Grant is not attached hereto as an Attachment by agreement of the Parties but the Parties agree that all its applicable provisions are incorporated herein by reference even though they are not incorporated herein by reference. A copy of the COPS Grant is not attached hereto as an Attachment by agreement of the Parties but the Parties agree that all its applicable provisions are incorporated herein by reference even though they are not incorporated herein by reference.
3. Provide CITY with any payment / invoice / payment request from Motorola, Inc. under the Contract Documents for any Equipment.

b. CITY'S RESPONSIBILITIES AND ASSURANCES

1. Upon a request by COUNTY or Motorola Inc., and receipt of the COUNTY's certification set forth in (a) (1), pay such request within thirty (30) days or that time frame set forth in the Contract Documents applicable to the respective piece of equipment, whichever is earlier. Copies of the Contract Documents are not attached hereto as an Attachment by agreement of the Parties but the Parties agree that all its applicable provisions are incorporated herein by reference even though they are not incorporated herein by reference.
2. To the extent allowed under the PSIC Grant or COPS Grant, transfer ownership of any Equipment from CITY to COUNTY.

SECTION NO. 3: TERM / TERMINATION

The provisions of this Agreement shall commence upon the Effective Date and shall remain in effect until all Equipment under the Contract Documents is paid for by PSIC Grant or COPS Grant.

Once executed, this Agreement can only be terminated by mutual agreement of the PARTIES.

11-0743

PARTIES understand and agree that if the Funding Authority under the PSIC Grant or COPS Grant for any reason whatsoever determines that any of the Equipment cannot be acquired with grant moneys said determination shall control. The PARTIES further understand and agree that the CITY has no liability or responsibility to pay for the Equipment EXCEPT to the extent allowed with PSIC Grant or COPS Grant moneys.

SECTION NO. 4: NOTICES

Any notice or communication under this Agreement shall be given in writing to the party for whom it is intended in person or by personal services or certified mail, return receipt requested at the following address, or such future address as may be designated in writing: to the CITY, at the address set forth above directed to the attention of the Mayor by name and the City Chief of Police by name; to the COUNTY at the address set forth above directed to the attention of the Chairman of the Board of County Commissioners by name and to Robert Lincoln Director of Spokane Regional Emergency Communications Systems.

SECTION NO. 5: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement

SECTION NO. 6: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 7: SEVERABILITY

The PARTIES agree that if any parts, term or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement.

If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the state of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

SECTION NO. 8: HEADINGS

The Section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

11-0743

SECTION NO. 9: EXECUTION AND APPROVAL

The PARTIES warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

SECTION NO. 10: MODIFICATION

No modification or amendment of this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement.

SECTION NO. 11: WAIVER

No officer, employee, agent or otherwise of any Party has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

SECTION NO. 12: NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons, including but not limited to Motorola, Inc. under the Contract Documents.

SECTION NO. 13: RCW 39.34 REQUIRED CLAUSES TO THE EXTENT APPLICABLE

A. PURPOSE.

See Section No 1 above.

B. DURATION.

See Section No. 3 above.

C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS.

No separate legal entity is necessary in conjunction with this Agreement.

D. RESPONSIBILITIES OF THE PARTIES.

See provisions above.

E. AGREEMENT TO BE FILED.

The CITY shall file this Agreement with its City Clerk. The COUNTY shall file this Agreement with its County Auditor or will place the Agreement on its website.

F. FINANCING.

See provisions above.

G. TERMINATION.

See Section No. 3 above.

H. PROPERTY UPON TERMINATION.

See Section No. 2 above.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on date and year opposite their respective signatures.

CITY OF SPOKANE

DATED: 6/20/11

By: [Signature]

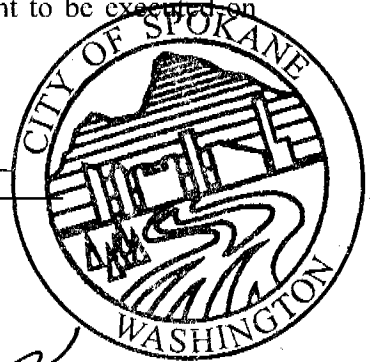
City Administrator

Attest:

[Signature]
City Clerk

Approved as to form:

[Signature]
Assistant City Attorney



BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

DATED: August 23, 2011

[Signature]
AL FRENCH, Chairman

ATTEST:

[Signature]
Daniela Erickson
Clerk of the Board

[Signature]
TODD MIELKE, Vice Chair

[Signature]
MARK RICHARD, Commissioner

