

**Washington State Military Department  
CONTRACT FACE SHEET**

1. Contractor Name and Address: <b>WA State Department of Transportation PO Box 330310 15700 Dayton Avenue N Seattle, WA 98133-9710</b>	2. Contract Amount: <b>\$647,500</b>	3. Contract Number <b>E06-162</b>
4. Contractor's Contact Person, phone number: <b>Morgan Balogh (206) 440-4485</b>	5. Contract Start Date <b>October 1, 2004</b>	6. Contract End Date <b>February 28, 2007</b>
7. MD Program Manager/phone number: <b>Sheryl Jardine (253) 512-7469</b>	8. State Business License #: <b>n/a</b>	9. UBI # (state revenue): <b>C-601-177-067</b>

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

11. Funding Source Agreement #: <b>2005-GE-T5-0032</b>	12. Program Index #: <b>753UY, 753UX</b>	13. Catalog of Federal Domestic Asst. (CFDA) # & Title: <b>97.067-ODP</b>	14. TIN or SSN: <b>91-6001068</b>
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15. Service Districts: (BY LEGISLATIVE DISTRICT): <b>all</b> (BY CONGRESSIONAL DISTRICT): <b>all</b>	16. Service Area by County(ies): <b>Statewide</b>	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 <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"/> 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:  
**The Department of Homeland Security (DHS), Office for Domestic Preparedness (ODP) is providing funds to the state and the specified urban area of the City of Seattle, King County, Snohomish County, and Pierce County to enhance their capacity to prevent terrorist attacks involving CBRNE devices and to meet the unique needs of high urban threat areas through the FFY 05 Urban Area Security Initiative (UASI). The Washington State Department of Transportation is located within the designated Urban Area.**

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

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

FOR THE DEPARTMENT:	FOR THE CONTRACTOR:
Signature _____ Date _____ James M. Mullen, Director Emergency Management Division Washington State Military Department	Signature _____ Date _____ Dave McCormick, Assistant Regional Administrator Maintenance and Traffic WA Department of Transportation
APPROVED AS TO FORM: Spencer W. Daniels (signature on file) 11/25/03 Assistant Attorney General	<i>Ann E. Salay</i> 11-1-05 Signature _____ Date _____ Ann E. Salay, Assistant Attorney General

## SPECIAL TERMS AND CONDITIONS

### ARTICLE I -- COMPENSATION SCHEDULE:

This is a fixed price, reimbursement contract. Within the total contract amount, travel, subcontracts, salaries and wages, benefits, overtime costs, equipment, goods and services and other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this contract.

Some flexibility to shift funds between/among budget categories is allowed as follows: Changes to any single budget category, except for equipment line item, in excess of 10% or \$100, whichever is greater, will not be reimbursed without the prior written authorization of the Department. Increase to the equipment line item requires prior written approval of the Department. Budget categories are as specified or defined in the budget sheet of the contract.

### 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>
<b>Quarterly Invoices</b>	<b>1</b>	<b>Within 15 days following the end of the quarter in which the work was performed.</b>
<b>Final Invoice</b> (shall not exceed overall contract amount)	<b>1</b>	<b>No later than April 15, 2007</b>

All contract work must end on February 28, 2007, however the contractor has up to **45** days after the expiration date to submit all final billing.

<u>Technical</u>	<u>#/Copies</u>	<u>Due Date</u>
<b>Initial Strategy Implementation Report</b>	<b>Electronic</b>	<b>May 2005</b>
<b>Bi-Annual Strategy Implementation Report</b>	<b>Electronic</b>	<b>July 15 &amp; January 15</b>
<b>Bi-Annual Progress Report</b>	<b>Electronic</b>	<b>July 15 &amp; January 15</b>
<b>Final Report</b>	<b>Electronic</b>	<b>No later than April 15, 2007</b>

All contract work must end on February 28, 2007, however the contractor has up to **45** days after the expiration date to submit all final reports and/or deliverables.

### ARTICLE III -- KEY PERSONNEL:

The individuals listed below shall be considered key personnel. Any substitution must be notified in writing by the Military Department.

<b>CONTRACTOR:</b>	<b>DEPT. OF MILITARY:</b>
<b>Morgan Balogh, Traffic Engineer</b>	<b>Sheryl Jardine, Program Manager</b>

### 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 **Office for Domestic Preparedness (ODP)** solely for the purpose of enhancing the capability of state and local units of government to prevent, deter, respond to, and recover from incidents of terrorism involving the use of CBRNE weapons and cyber attacks. 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, as approved by the Department. Funding is not allowable to replace or supplant government funding of existing planning or exercise programs.

2. The Contractor shall provide a match of **\$0** of non-federal origin.
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.

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. **"Cognizant State Agency"** shall mean the state agency from which the subrecipient receives federal financial 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.
- d. **"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.
- e. **"CFR"** – Code of Federal Regulations
- f. **"OMB"** – Office of Management and Budget
- g. **"RCW"** - Revised Code of Washington
- h. **"WAC"** - Washington Administrative Code.

2. SINGLE AUDIT ACT REQUIREMENTS (INCLUDING ALL AMENDMENTS)

Non-federal contractors receiving financial assistance of **\$500,000** or more in 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 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); 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 State Auditor's Office and requesting an audit. Costs of the audit may be an allowable grant expenditure.

The Contractor shall maintain 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 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.

3. **RECAPTURE PROVISIONS**

In the event that the Contractor fails to expend funds under this contract in accordance with state laws and/or the provisions of this contract, the Department reserves the right to recapture state funds in an amount equivalent to the extent of the noncompliance.

Such right of recapture shall exist for a period not to exceed six 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. In the event that the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs thereof, including reasonable attorney's fees.

4. **EVALUATION AND MONITORING**

- a. The Contractor shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the Department that are pertinent to the intent of this contract.
- b. The Department or the State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours and as often as the Department or the State Auditor may deem necessary, all of the Contractor's records with respect to all matters covered in this contract. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this contract. Such rights last for six (6) years from the date final payment is made hereunder.

5. **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 procurement process in award of any contracts with subcontractors that are entered into after original contract award.

6. **PUBLICITY**

The Contractor agrees to submit to the Department all advertising and publicity matters 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 matters without the prior written consent of the Department.

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, 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.

8. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 et seq.** and its implementing regulations also referred to as the "ADA" 28 CFR Part 35. The 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. **CONTRACT MODIFICATIONS**

The Department and the Contractor may, from time to time, request changes in services to be performed with the funds. 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.

10. **TERMINATION OF CONTRACT**

- a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract or if the Contractor shall violate any of its covenants, agreements, or stipulations of this contract, the Department shall thereupon have the right to terminate this contract and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the Contractor describing such default or violation.
- b. Notwithstanding any provisions of this contract, either party may terminate this contract by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.
- c. Reimbursement for Contractor services performed, and not otherwise paid for by the Department prior to the effective date of such termination, shall be as the Department reasonably determines.
- d. The Department may unilaterally terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this contract.

11. **CONTRACTOR NOT EMPLOYEE**

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

It is understood that if the 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.

12. **RECORDS, DOCUMENTS, AND REPORTS**

The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

These records shall be subject at all reasonable times to inspection, review, or audit by Department personnel and other personnel duly authorized by the Department or the Office of the State Auditor. The Contractor will retain all books, records, documents, and other material relevant to this contract for six (6) years after the date of grant closure or contract final expiration date, whichever applies to this document. The Office of the State Auditor, or any persons duly authorized by the Department shall have full access to and the right to examine any of said materials during said period.

13. **WAIVER OF DEFAULT**  
Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by the Director and attached to the original contract.
14. **SUBCONTRACTS**  
All subcontracts entered into pursuant to this contract shall incorporate this contract in full by reference.
15. **LEGAL RELATIONS**  
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.
16. **COMPLIANCE WITH APPLICABLE LAW**  
The Contractor and all subcontractors shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the Americans with Disabilities Act (ADA); Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 C.F.R. Sec. 52.203-5); Public Disclosure (RCW 42.17); safety and health regulations.  
  
In the event of the Contractor's or a subcontractor's noncompliance or refusal to comply with any law 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 so comply with applicable law.
17. **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.
18. **NONASSIGNABILITY**  
Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Contractor.
19. **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.
20. **ATTORNEY'S FEES**  
In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.
21. **TAXES**  
All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.
22. **LIMITATION OF AUTHORITY -- "Authorized Signature"** Only the assigned Authorized Signature for the Department or the assigned delegate by writing (delegation to be made 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 person.

23. **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.

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

If federal funds are the basis for this contract, the Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency. If requested by Washington Military Department, the Contractor shall complete 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".

25. **SEVERABILITY**

In the event any term or condition of this contract or application thereof 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.

Approved 11/25/03

**Statement of Work  
FFY 2005 Urban Area Security Initiative**

**INTRODUCTION:** The Washington State Military Department, Emergency Management Division's (EMD) Homeland Security Section is responsible for programs designed to prepare and improve the State's ability to respond to a weapons of mass destruction terrorist attack. Through the FFY05 Urban Area Security Initiative the Office for Domestic Preparedness (ODP) is providing funds to meet the unique equipment, exercise, training, planning, and administration needs of the ODP defined urban area, the City of Seattle, King, Pierce and Snohomish counties.

The Washington State Department of Health-Public Health Lab has been identified as a state facility residing within the Urban Area. The **WA State Department of Transportation** (herein known as the Contractor) agrees to the following tasks.

**THE CONTRACTOR AGREES TO:**

1. Work closely with the identified Urban Area Work Group (UAWG) to update and refine a strategy and subsequent budget for the use of these funds. The implementation of the projects or activities associated with these funds will be coordinated with the identified urban area, cities, and tribal governments located within the established urban area as determined by the Urban Area Security Homeland Security Assessment and Strategy.
2. Submit an Initial Strategy Implementation Plan (ISIP) via the ODP web-based Grant Reporting tool. No funds can be expended under this contract until the ISIP has been submitted by the Contractor and approved by the Department.
3. Prepare a Bi-annual Strategy Implementation Report (BSIR), which is a bi-annual update to the ISIP, via the web-based grant reporting tool. Failure to meet all of the reporting deadlines outlined in the Milestone and Timeline Schedule will prohibit the Contractor from being reimbursed while reports are outstanding.
4. Submit a progress report bi-annually and a final report to provide a summary of the projects to date. The reports are to be provided by e-mail utilizing the Exhibit D Progress Report template to [HLS.reporting@emd.wa.gov](mailto:HLS.reporting@emd.wa.gov), by the dates outlined in the Milestone and Timeline Schedule. Failure to meet all of the reporting deadlines outlined in the Milestone and Timeline Schedule will prohibit the Contractor from being reimbursed while reports are outstanding.
5. Hire a Subcontractor to assist in accomplishing the above tasks if required.
6. Adhere to all financial and procurement guidance, including competitive bid processes and other procurement requirements as documented in the Office of Justice Programs (OJP) Financial Guide found at <http://www.ojp.usdoj.gov/FinGuide/>.
7. Adhere to OJP requirements that all 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 sub-contractors, at which point the Contractor will be responsible for reviewing and approving their sub-contractors' contracts.
8. Adhere to OJP requirements that all contracts with individual consultants, that are not competitively bid, and where the consultant will be charging an excess of \$450 per day (excluding travel and subsistence) must be approved by the Department before the contract is executed. This requirement must be passed on to all of the Contractor's sub-contractors, at which point the Contractor will be responsible for reviewing and approving their sub-contractors' contract.
9. Plan and implement equipment purchases, exercises, training, planning and management/administration in accordance with the FFY 05 Homeland Security Grant Program Grant Guidance, which can be found at [http://www.ojp.usdoj.gov/odp/grants\\_programs.htm](http://www.ojp.usdoj.gov/odp/grants_programs.htm), as well as all subsequent policy changes.

10. If purchasing equipment, the Contractor must meet the following requirements:
  - Be in compliance with the ODP authorized equipment list, as detailed at <http://www1.rkb.mipt.org/>;
  - Ensure all purchases meet the goals and objectives of the WA State Homeland Security Strategy;
  - Request reimbursement from the Department on a standard state A-19 form, which **must** be accompanied by a spreadsheet detailing the expenditures as well as a vendor's invoice and a packing slip.
  - Submit all proposed equipment purchases to the Committee on Homeland Security, sub-committee on equipment to ensure that the requested equipment is aligned with the statewide equipment purchasing strategy, and submit to ODP if necessary.
    - The approved equipment item will be added by amendment to the equipment budget sheet.
    - No reimbursement for purchased equipment will occur until the appropriate approvals have been obtained and have been added to the Contractor's contract by amendment.
    - The overall equipment budget can not be exceeded and over expenditures for any reason, including additional cost of sales tax, shipping, or installation, will be the responsibility of the Contractor.
  - Determine whether or not it is in the best interest of the Contractor to make purchases using their own procurement process or ask the Department to make purchases on their behalf.
  - Request in writing, by letter or e-mail, to the contract point of contact, that the state generate state purchase order(s) to purchase identified equipment utilizing state equipment contracts. This will necessitate an amendment to the contract reducing the Contractor's award by an amount sufficient for the Department to make the purchase(s). The Department will pay the vendor directly and all items will be drop shipped to a location designated by the Contractor.
11. The Contractor is required to ensure that all of their sub-contractors are in compliance with the FFY 05 State Homeland Security Program Grant Guidance through monitoring of expenditures and periodic reviews of equipment inventories.
12. The Contractor understands that in order to receive Federal Fiscal Year 2006 (FFY06) federal preparedness funding, the minimum National Incident Management System (NIMS) compliance requirements must be met. Jurisdictions should support NIMS implementation by:
  - Completing the NIMS Awareness Course: "NIMS, An Introduction" IS-700.
  - Formally recognizing the NIMS and adopting the NIMS principles and policies.
  - Establishing a NIMS baseline by determining which NIMS requirements you already meet.
  - Establishing a timeframe and developing a strategy for full NIMS implementation.
  - Institutionalizing the use of the Incident Command System (ICS).
13. Applicants will be required to certify as part of their FFY06 grant applications that they have met the FFY05 NIMS requirements. The NIMS Integration Center (NIC) web page, [www.fema.gov/nims](http://www.fema.gov/nims), is updated regularly with information about the NIMS and guidance for information. The website can also be used as a useful tool to determine the extent to which the jurisdiction is already compliant, as well as identify the NIMS requirements not currently being met.
14. Develop a terrorism annex for the I-90 tunnel response plan.
15. Develop a terrorism annex for the Mercer Island Lids response plan
16. Develop an exercise scenario to exercise the I-90 and Mercer Island Lids response plans.
17. Purchase and install allowable physical security equipment in the form of intrusion alarms for the I-90 tunnel Operations Center.
18. Purchase and install allowable physical security equipment in the form of intrusion alarms for the Narrows Bridge Operations Center.
19. Submit at a maximum monthly and a minimum quarterly, signed and approved invoice vouchers (State Form A-19) to the Military Department for costs incurred.
  - No costs will be paid in advance of their being incurred by the Contractor.
  - No equipment costs will be reimbursed until the equipment has been received by the Contractor and invoiced by the vendor.
20. Coordinate with fire, police, emergency medical services, and public health responders in King, Pierce, and Snohomish Counties to purchase and maintain a stock of antibiotics to be used for first responders and their families in the even of a terrorist attack or emergency event.

21. Each A-19 will be accompanied by a spreadsheet detailing the expenditures. Related financial documents and invoices must be kept on file by the Contractor and be made available upon request to the Department, and local, state, or federal auditors. Requests for reimbursement of equipment purchases will include a copy of the vendor's invoice and packing slip.

**THE MILITARY DEPARTMENT AGREES TO:**

1. Provide technical assistance, expertise, and state coordination with ODP where necessary.
2. Reimburse the Contractor within 45 days of receipt and approval of signed, dated invoice vouchers (state form A-19).

**MILESTONE TIMELINE**  
**FFY 2005 State Homeland Security Program**

<b>MILESTONE</b>	<b>TASK</b>
October 1, 2004	Start of grant performance period
June, 2005	Contract Execution
May, 2005	Submission of Initial Strategy Implementation Plan (ISIP)
July 15, 2005	Submission of Bi-annual Strategy Implementation Report (BSIR) & Progress Report
January 15, 2006	Submission of Bi-annual Strategy Implementation Report (BSIR) & Progress Report
July 15, 2006	Submission of Bi-annual Strategy Implementation Report (BSIR) & Progress Report
January 15, 2007	Submission of Bi-annual Strategy Implementation Report (BSIR) & Progress Report
February 28, 2007	Termination of the contract performance period; all work must end under this grant.
Not later than April 15, 2007	Submit all final reports, invoices for reimbursement and/or deliverables.

**FFY05 URBAN AREA SECURITY INITIATIVE  
DETAILED BUDGET**

**PLANNING**

Sub-Category		
Salaries & Benefits	\$	12,575
Consultants/Sub-Contracting	\$	85,500
Goods & Services		
Travel & Per Diem		
Pass Thru		
Other		
<b>Total</b>	<b>\$</b>	<b>98,075</b>

Funding Source: 753UY

**TRAINING**

Sub-Category		
Salaries & Benefits	\$	10,000
Overtime	\$	25,000
Consultants/Sub-Contracting	\$	40,000
Goods & Services	\$	5,000
Travel & Per Diem	\$	15,000
Pass Thru		
Other		
<b>Total</b>	<b>\$</b>	<b>95,000</b>

Funding Source: 753UY

**EXERCISE**

Sub-Category		
Salaries & Benefits	\$	10,000
Overtime	\$	30,000
Consultants/Sub-Contracting	\$	50,000
Goods & Services	\$	5,000
Travel & Per Diem	\$	15,000
Pass Thru		
Other		
<b>Total</b>	<b>\$</b>	<b>110,000.00</b>

Funding Source: 753UY

Funding Source: 743SQ

**MANAGEMENT &  
ADMINISTRATION**

Sub-Category		
Salaries & Benefits	\$	19,425
Consultants/Sub-Contracting		
Goods & Services		
Travel & Per Diem		
Pass Thru		
Other		
<b>Total</b>	<b>\$</b>	<b>19,425</b>

Funding Source: 753UX

**Can not exceed**  
**\$19,425.00**

**EQUIPMENT**

\$ 325,000

Funding Source: 753UY

*For Detail see Approved Equipment list Exhibit D*

**Total Budget \$ 647,500**

1. Expenditures may only occur within the categories and sub-categories listed above. However, up to 10% of the total of any one category may be shifted between it's sub-categories without prior approval. Changes that exceed 10% require prior approval from the Department and will be changed by amendment.
2. ODP 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.
3. Management and Administration expenditures cannot exceed 3% of the total Regional Award.
4. No equipment funds can be reimbursed until the equipment has been incorporated into the Exhibit D Approved Equipment List by amendment. Only previously approved equipment will be added.
5. The Equipment Budget can not be exceeded. Any expenditure which exceeds the equipment budget will be the responsibility of the Contractor.

**FFY05 URBAN AREA SECURITY INITIATIVE  
Approved Equipment List  
EQUIPMENT PURCHASED BY DEPT. OF TRANSPORTATION**

Item #	Project #	Equipment Category	Date Approved	Item	Discipline(s)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					

**EQUIPMENT PURCHASED BY THE STATE ON BEHALF OF DEPT OF TRANSPORTATION**

Item #	Project #	Equipment Category	Date Approved	Item	Discipline(s)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					