

INTERAGENCY AGREEMENT

All Hazards Alert Broadcast (AHAB) Warning Siren for the Ilwaco Area of Pacific County

Washington State Military Department
 Camp Murray, Building #20, M.S. TA-20
 Tacoma, WA 98430-5122
 (253) 512-7017
 Contact: Maximilian Dixon
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AND

Pacific County
 Emergency Management Agency
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 South Bend, WA 98586
 Contact: Scott McDougall
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Maximum Amount: **\$0** Beginning Date: **June 15, 2016** Expiration Date: **June 15, 2026**

This Agreement is made and entered into by and between the Washington State Military Department, Emergency Management Division hereinafter referred to as the (Department) and Pacific County Emergency Management Agency hereinafter referred to as the (Contractor).

INTRODUCTION: The Department, through the Earthquake/Tsunami Program provides public awareness and education in regards to preparing for and surviving a natural or man-made disaster event. The Department, through the availability of federal funds will pay for the cost to purchase and install an All Hazards Alert Broadcast (AHAB) Warning Siren that provides both tone and voice alert and notification devices for any hazardous situation. This siren will be placed in the Ilwaco area of Pacific County. Federal Signal is the sole source vendor that has designed and developed the Department's AHAB Warning System. This state-of-the-art outdoor warning system notifies those within hearing distance of the sirens of a natural or man-made disaster. Funding Source: NA15NWS4670024 CFDA #11.467.

STATEMENT OF WORK:

The Contractor Agrees To:

- 1) The installation of the All Hazards Alert Broadcast (AHAB) Warning Siren will be the intersection of Capt Gray Drive and Ortelius Drive.
- 2) Complete AHAB Survey Attachment 2.
- 3) Provide Department Environmental and Historical Preservation (EHP) Attachment 3
- 4) Upon satisfactory installation, the siren will become the property of the Contractor. AC power hook-up will be provided by Pacific County Emergency Management Agency to the siren but will not be hooked-up until the system has been installed on the pole. Continued monthly AC power usage charges will be required and provided through Contractor unless power is able to tie into existing electrical service. Battery replacement will additionally become the responsibility of the Contractor.
- 5) Upon satisfactory installation, assume responsibility for physical security of the siren, for coordination of the restoration of electrical power to the siren, routine testing of the siren via local radio network or internet, prompt reporting of any routine testing problems to the Department, and weed control within a 10 foot radius of the siren if applicable.
- 6) If the siren will be installed in a locked area, issue a key to Department Telecommunications section to allow them access to the area for times employees are unavailable to open the compound for needed work.

Washington State Military Department
GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS**--As used throughout this agreement, 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. **"The Adjutant General"** as it is used herein shall mean the Director of the Washington Military Department. The term **"Authorized Department Representative"** shall mean those persons who have written authorization to sign Department contracts and agreements and represent the Department as signed and directed by The Adjutant General.
 - c. **"Contractor"** shall mean Pacific County Emergency Management Agency 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 agreement.
 - d. **"Subcontractor"** shall mean one, not in the employment of the Contractor, who is performing all or part of those services under this agreement through a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
 - e. **"WAC"** is defined and used herein to mean the Washington Administrative Code.
 - f. **"RCW"** is defined and used herein to mean the Revised Code of Washington.

2. **ACCESS TO PUBLIC RECORDS**
 - a. The parties acknowledge that the both parties are subject to the Public Records Act, Chapter 42.56 RCW, and that records prepared, owned, used or retained by the parties relating to the conduct of government or the performance of any governmental or proprietary function are available for public inspection or copying, except as exempt under RCW 42.56 or other statute which exempts or prohibits disclosure of specific information or records.
 - b. Access to Data – Each party shall provide access to data generated under this agreement to the other party and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

3. **ADVANCE PAYMENTS PROHIBITED**
 The Department shall make no payments in advance or in anticipation of services or supplies to be provided under this agreement. Contractor shall not invoice the Department in advance of delivery of such goods or services.

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

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

6. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY**
 If federal funds are the basis for this agreement, the Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this agreement 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 agreement shall be incorporated into this agreement by reference. Further, the Contractor agrees not to enter into any arrangements or contracts related to this agreement with any party without checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The Contractor also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (http://www.lni.wa.gov/TradesLicensing/PrevWage/Awarding_Agencies/DebarredContractors/). The Contractor also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' Debarred Vendor List (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

7. CONTRACTOR NOT EMPLOYEE OF AGENCY

The Contractor, and/or employees or agents performing under this agreement 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 by reason hereof, nor will the Contractor make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or, including, but not limited to, Workers' 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.

8. 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, tribal government, and local laws, regulations, and/or policies. This obligation includes, but is not limited to, Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 C.F.R. Sec. 52.203-5); Public Disclosure (RCW 42.56); and 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 agreement 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.

9. CONFLICT OF INTEREST

The Department may, by written notice to the Contractor, terminate this agreement if it is found after due notice and examination by The Adjutant General or his Authorized Department Representative that there is a violation of Chapter 42.52 RCW, Ethics in Public Service, or any similar statute involving the Contractor in the procurement of, or performance under, this agreement.

10. CONTRACT MODIFICATIONS

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

11. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

The Department shall have the right, in the event of breach of this clause by the Contractor, to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

12. DATE COMPLIANCE

If applicable to this agreement, the Contractor is responsible for ensuring that all materials and equipment installed as part of this agreement shall accurately process date/time data between year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it.

13. 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 agreement is prohibited except by prior written consent of the Department or as required to comply with the Public Records Act or court order.

14. DISPUTES

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

15. GOVERNING LAW AND VENUE

This agreement 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. In the event of a lawsuit involving this agreement, venue shall be proper only in Thurston County. The Contractor, by execution of this agreement, acknowledges the jurisdiction of the courts of the state of Washington in this matter.

16. LICENSING AND ACCREDITATION STANDARDS

Unless exempt from registration by law, the Contractor shall complete registration with the Washington State Department of Revenue, comply with all applicable local, state, and federal licensing and accrediting requirements/standards necessary in the performance of this agreement (see RCW 19.02 for state licensing requirements/definitions), and be responsible for payment of all taxes due on payments made under this agreement. The Contractor shall provide to the Department all identification codes/numbers that apply to the business as required in the state and federal revenue laws and regulations. Identifications such as the State Department of Revenue number, federal employee identification number, state certification number of a minority/women-owned business enterprise, and any other applicable registration identification that may exist should be provided. The Contractor shall be responsible for payment of all related licensing, accreditation and other related fees and charges.

17. 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 agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this agreement is not effective or binding unless made in writing and signed by the authorized person.

18. LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn from a party, reduced, or limited in any way after the effective date of this agreement and prior to normal completion, that party may immediately terminate the agreement in its sole discretion under the "Termination for Convenience" clause, without the ten (10) day notice requirement. Alternatively, the parties may renegotiate the terms of this agreement under the "CONTRACT MODIFICATIONS" provision to comply with new funding limitations and conditions, although the Department has no obligation to do so.

19. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all its contracts by MWBE firms certified by the Office of

Minority and Women's Business Enterprises (OMWBE). To the extent possible, the Contractor will solicit and encourage minority-owned and women-owned business enterprises that are certified by the OMWBE under the state of Washington certification program to apply and compete for work under this agreement. Voluntary numerical MWBE participation goals have been established, and are indicated herein: Minority Business Enterprises: (MBE's): 10% and Woman's Business Enterprises (WBE's): 8%.

20. NONASSIGNABILITY

Neither this agreement, nor any claim arising under this agreement, nor the work to be provided under this agreement, and any claim arising thereunder, shall be assigned or delegated 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.

21. NONDISCRIMINATION

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

a. Nondiscrimination in Employment: The parties 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. 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. The parties shall take action to ensure that employees are employed and treated during employment without discrimination because of their 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.

22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Department. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

23. ORDER OF PRECEDENCE

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

- a. Applicable federal and state statutes and regulations.
- b. Statement of Work.
- c. General Terms and Conditions.
- d. Any other provisions of the contract incorporated by reference.

24. PRIVACY

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

The Department reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the Contractor through this agreement. The monitoring, auditing or investigating may include but is not limited to "salting" by the Department. Contractor shall certify return or destruction of all personal information upon expiration of this agreement. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the agreement and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the Department for any damages related to the Contractor's unauthorized use of personal information.

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

25. PUBLICITY

The Contractor agrees to submit to the Department all advertising and publicity matters relating to this agreement wherein the Department's name is mentioned or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department.

26. RECAPTURE OF FUNDS

In the event that the Contractor fails to expend funds under this Contract in accordance with state laws and/or the provisions of this agreement, the Agency reserves the right to recapture state 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 years following Contract termination. Repayment by the Contractor of funds under this recapture provision shall occur within 30 days of demand. In the event that the Agency is required to institute legal proceedings to enforce the recapture provision, the Agency shall be entitled to its costs thereof, including reasonable attorneys' fees from the Contractor.

27. RECORDS, MONITORING AND AUDIT ACCESS

- a. The Contractor shall perform under the terms of the agreement 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 means 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 agreement.
- b. 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 agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the Department, the Office of the State Auditor, 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 agreement for six (6) years from the date contract final payment is made hereunder, and make them available for inspection by persons authorized under this provision.
- c. The Department or the State Auditor or any of their representatives and federal officials so authorized by law, rule, regulation, or contract 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 agreement. 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 agreement. Such rights last for six (6) years from the date final payment is made hereunder.

d. The Contractor shall cooperate with and freely participate in any other monitoring or evaluation activities conducted by the Department that are pertinent to the intent of this agreement.

28. RESPONSIBILITIES OF THE PARTIES

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any negligent act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any negligent claim, act, or omission of any person, agency, firm, or corporation not a part to this Agreement.

29. RIGHTS IN DATA

The parties hereto agree that all works originating from this agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the Department and/or the State of Washington. Unless otherwise provided, this contractual term applies to all works including, but not limited to, reports, graphic design and logos, documents, files, pamphlets, advertisements, publications, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions prepared by an employee within the scope of employment, and also to all works specially ordered or commissioned for use as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas.

Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. Work delivered under the agreement, but which does not originate there from, shall be transferred to the Department with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided, that such license shall be limited to the extent which the Contractor has a right to grant such a license. The Contractor shall exert all reasonable effort to advise the Department, at the time of delivery of works furnished under this agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this agreement.

The Department shall receive prompt written notice of each notice or claim or copyright infringement received by the Contractor with respect to any works created under this agreement.

The Contractor shall not affix any restrictive markings upon any works, and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such markings.

The contractor must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 to any work produced, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

30. SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

31. SITE SECURITY

While on Department premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security regulations.

32. SUBCONTRACTING

All subcontracts entered into pursuant to this agreement shall incorporate this agreement in full by reference. Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this agreement and after original contract award, 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. The Military Department may request a copy of any and/or all subcontracts that exist for work being completed under this agreement.

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.

This clause does not include Contracts of employment between the Contractor and personnel assigned to work under this Agreement.

33. 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.

34. TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this agreement, the Contractor may terminate this agreement by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.

Notwithstanding any other provisions of this agreement, the Department may, by ten (10) days written notice, beginning on the second day after the mailing of the written notice, terminate this agreement, in whole or in part. If this agreement is so terminated, the Department shall be liable only for payment required under the terms of this agreement for services rendered or goods delivered prior to the effective date of termination. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the agreement, withhold further payments, and prohibit the Contractor from incurring additional obligations of funds.

35. TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department determines the Contractor has failed to comply with the conditions of this agreement in an acceptable and timely manner, the Department has the right to suspend or terminate this agreement. The Department shall notify the Contractor in writing of the need to take corrective action.

If the default or violation is not corrected after ten (10) days or within a reasonable timeframe as determined by the Department, the agreement shall be deemed terminated.

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

In the event this agreement is terminated as provided above, the Department shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the agreement by the Contractor. The rights and remedies of the Department provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which The Adjutant General or his Authorized Department Representative makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this agreement.

The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default, or (2) failure to perform was outside of their control, fault or negligence. The rights and remedies of the Department provided in this agreement are not exclusive and are in addition to any other rights and remedies provided by law.

36. TERMINATION PROCEDURE

Upon termination of this agreement the Department, in addition to any other rights provided in this agreement, may require the Contractor to deliver to the Department any property specifically produced or acquired for the performance of such part of this agreement as has been terminated.

The Department shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Department, and the amount agreed upon by the Contractor and the Department for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the Department, and (iv) the protection and preservation of property, unless the termination is for default, in which case

The Adjutant General or his Authorized Department Representative shall determine the extent of the liability of the Department. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this agreement.

The Department may withhold from any amounts due the Contractor such sum as The Adjutant General or his Authorized Department Representative determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

After receipt of a notice of termination, and except as otherwise directed by the Department, the Contractor shall:

- a. Stop work under the agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by The Adjutant General or his Authorized Department Representative, 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 Adjutant General or his Authorized Department Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this agreement which is in the possession of the Contractor and in which the Department has or may acquire an interest.

37. TRAVEL AND SUBSISTENCE REIMBURSEMENT

Unless the agreement specifically provides for different rates, any travel or subsistence reimbursement expressly authorized under the agreement shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 and the State Administrative and Accounting Manual (SAAM) Chapter 10.90 – Travel Rates, <http://www.ofm.wa.gov/policy/10.90.htm> as now existing or amended. Receipts and documentation for travel or subsistence expenses that are authorized under this agreement must be maintained by the Contractor and be made available to the Department upon request.

38. TREATMENT OF ASSETS

- a. Title to all property furnished by the Department shall remain with the Department. Title to all property purchased by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this agreement, shall pass to and vest in the Department upon delivery of such property by the vendor. Title to other property, the cost of which is reimbursable to the Contractor under the agreement, shall pass to and vest in the Department upon (i) issuance for use of such property in the performance of this agreement, or (ii) commencement of use of such property in the performance of this agreement, or (iii) reimbursement of the cost thereof by the Department in whole or in part, whichever first occurs.
- b. Any property of the Department furnished to the Contractor shall, unless otherwise provided herein, or approved by the Department, be used only for the performance of this agreement.

- c. The Contractor shall be responsible for any loss or damage to property of the Department that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- d. Upon the happening of loss or destruction of, or damage to, any Department property, the Contractor shall notify the Department thereof and shall take all reasonable steps to protect that property from further damage.
- e. The Contractor shall surrender to the Department all property of the Department prior to settlement upon completion, termination, or cancellation of this agreement.
- f. All reference to the Contractor under this clause shall include any of his/her employees or agents or subcontractors.

39. 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 agreement 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 agreement unless stated to be such in writing, signed by the Director and attached to the original agreement.

GT&C Approved 5/5/2015

AHAB SITE SURVEY INFORMATION TEMPLATE

Receiving Jurisdiction Responsibilities

DETAILED INSTRUCTIONS:

Choosing an Installation Location

1. AC power is within an acceptable distance for installation.
2. Satellite Dish requires a clear view of sky to south-southeast (170 degrees on magnetic compass and 20 degrees above horizon).
3. No overhead wires or other obstructions within 15-20' of pole location.
4. No underground utilities within 5' of intended pole location.
5. Access for heavy equipment to install siren without blocking roads and no overhead obstructions.
6. Site must be in road right-of-way or municipal owned land. Other locations will likely require a legal easement be drawn up.
7. Location will be a minimum for 100' from a private residence.

Documenting Installation Location:

1. Provide street number and name of nearest building.
2. Indicate siren location in relationship to that address.
3. Provide Latitude and Longitude readings.
4. Provide nearest cross streets both directions from install site. Distance from site to cross street is extremely helpful.

Marking Installation Location

1. Paint ground with White Paint
2. Drive a wood or metal stake into ground leaving ~1" exposed and painted white.

Requesting Underground Utility Check

1. Call the state-wide underground utility check number with the information collected above.
1-800-424-5555 <http://www.wucc.org/Intro.html>
2. Mark all utilities within a 50' radius of the staked/marked location.
3. Pole will be installed 8-10' deep and ground wires extending out 25' from the pole in one direction attached to 2 10' ground rods.
4. Obtain a "ticket number"
5. Check the location after three (3) working days and see if any markings indicate utilities are under the intended install site.

What happens next:

1. The installation contractor will notify you the week before they are scheduled to install. Please realize that schedules often change due to weather and other unforeseen construction issues. We will do our best to keep you informed.
2. The pole installer will update the underground utility check prior to pole installation using the ticket number you provided.
3. Receiving jurisdiction is responsible to get power to the pole to include the application for power hookup.

MAY 08 2015

MEMORANDUM FOR: The Record

FROM: Andrew Stern 
Acting Director, NWS Analyze, Forecast, and Support Office

SUBJECT: Categorical Exclusion: National Tsunami Hazard Mitigation Program (NTHMP)

NAO 216-6, Environmental Review Procedures, requires all proposed projects to be reviewed with respect to environmental consequences on the human environment. This memorandum addresses the applicability of issuing grants through the non-competitive NWS led NTHMP under Catalog for Federal Domestic Assistance number 11.467, Meteorologic and Hydrologic Modernization Development, to conduct the activities described below.

Description of Project –

The NTHMP program represents a NOAA/NWS effort to conduct a community-based tsunami hazard mitigation program to improve tsunami preparedness of at-risk areas in the United States and its territories in partnership with state, local, and tribal government officials. The individual projects selected during the competition primarily focus on promotion of education and outreach networks and programs, and integration of tsunami preparedness programs into national hazard and risk-management activities. These activities will engage emergency management and researchers in areas of interest to the tsunami community.

Effects of the Projects –

The activities promoted through this program will generate results in oceanographic modeling, tsunami forecasting, and education and outreach efforts. No substantive interactions with the environment will take place.

Categorical Exclusion –

This project would not result in any significant changes to the human environment. As defined in Sections 5.05 and 6.03.c.3(a) [Research] of NAO 216-6, this program supports one-year to three-year grants of limited size or magnitude or with only short term effects on the environment and for which any cumulative effects are negligible. As such, in my position as responsible program manager for this project, I have determined it is categorically excluded from the need to prepare an Environmental Assessment. The attached NEPA worksheet supports this position.

**Categorical Exclusion Checklist for Non-Construction
National Oceanic and Atmospheric Administration Grants**

The purpose of this checklist is to assist National Oceanic and Atmospheric Administration's (NOAA) responsible program managers (RPMs) in determining if the grant(s) they are proposing qualifies for categorical exclusion status under NOAA's National Environmental Policy Act (NEPA) guidelines. Normally, NOAA grants qualify for categorical exclusion from NEPA requirements when the environmental effects are minor or negligible. However, as stated in NOAA's guidelines for implementing NEPA (NAO 216-6; http://www.corporateservices.noaa.gov/ames/administrative_orders/chapter_216/216-6.html) at 5.05.c, under certain conditions, preparation of an Environmental Assessment (EA) or an Environmental Impact Statement (EIS) is required for proposed grants when 1) a grant program is entirely new; 2) under extraordinary circumstances in which normally excluded actions may have a significant environmental impact; or 3) potential impacts associated with the grant are highly controversial. By answering the questions in this checklist, the RPM can determine whether the effects of the grant qualify for categorical exclusion, or require further NEPA documentation in the form of an EA or an EIS. This checklist should be filled out for a grant which is not automatically determined to require an EA or EIS in order to establish compliance with administrative record requirements regarding categorical exclusions (CEs).

1. Identify the NOAA Grant Project and Program:

All recommended projects (twelve total) selected under the 2015 NWS National Tsunami Hazard Mitigation Program (NTHMP) Announcement.

2. Attach a brief, but specific project description, including: the grant/award recipient, geographical location, and the scope of project(s). Does the grant involve any federal permits, or other federal agency direct involvement, activity, oversight, or funding?

Yes () No (X)

The NTHMP program represents a NOAA/NWS effort to conduct a community-based tsunami hazard mitigation program to improve tsunami preparedness of at-risk areas in the United States and its territories in partnership with state, local, and tribal government officials. The individual projects selected during the competition primarily focus on inundation model development, promotion of education and outreach networks and programs, and integration of tsunami preparedness programs into national hazard and risk-management activities. Recipients selected for funding are as follows: Alaska, American Samoa, California OES, CNMI Homeland Security, Guam, Hawaii, Oregon, Puerto Rico, Texas A&M University, University of Delaware, U.S. Virgin Islands, and Washington. All work will be conducted on or in the vicinity of the organization's sites.

3. Is this an entirely new NOAA grant program?

Yes () No (X)

4. Will this NOAA grant establish a precedent or represent a decision in principle about future grant and award actions with potentially significant environmental effects?

Yes () No (X)

5. Have a number of similar grant actions been considered?

Yes () No (X)

If you answered yes to question 5, although the proposed action's effects may be individually insignificant, will its addition to existing and reasonably foreseeable actions result in cumulatively significant impacts?

Yes () No (X)

6. Could this NOAA grant have significant effects on public health or safety? Yes () No (X)

Will the proposed action:

- Create high levels of noise for an extended period of time? Yes () No (X)
- Have long or short term aesthetic effects, e.g., visual effects or effects on scenery? Yes () No (X)
- Require large amounts of outdoor lighting or create any unusual odors? Yes () No (X)
- Require large amounts of water or electricity for an extended period or time? Yes () No (X)
- Have long or short term effects on the transportation infrastructure, or create a significant increase in local traffic? Yes () No (X)

7. Could this NOAA grant have significant adverse impacts on any geographic area(s) with unique characteristics? Areas to consider include coral reefs, marine protected areas, marine sanctuaries, essential fish habitat, historic or cultural resources, park or refuge lands, wild or scenic rivers, wetlands, or ecologically significant or critical areas, including those listed on the National Register of Natural Landmarks, or listed or eligible for listing on the National Register of Historic Places. Yes () No (X)

Will the proposed action: /

- Degrade or disturb coral reefs? Yes () No (X)
 - Degrade or disturb previously undisturbed areas? Yes () No (X)
 - Affect any areas such as wetlands and flood plains? Yes () No (X)
 - Disturb archaeological or historic resources? Yes () No (X)
8. Could this NOAA grant have highly uncertain and potentially significant environmental effects or involve unique or unknown risks? Yes () No (X)

Will the proposed action:

- Potentially result in the introduction or spread of a non-indigenous species? Yes () No (X)
- Involve aquaculture activities that could result in the introduction or spread of invasive or non-indigenous species? Yes () No (X)
- Significantly impact water resources such as surface or groundwater? Yes () No (X)
- Significantly contribute to water degradation or impairment? Yes () No (X)
- Generate large amounts of hazardous waste or any toxic waste? Yes () No (X)
- Emit dangerous levels of ionizing or non-ionizing radiation? Yes () No (X)

Result (directly or indirectly) in the generation of large amounts of air pollution?
 Yes () No (X)

9. Could this NOAA grant have adverse effects on species listed or proposed to be listed as Endangered or Threatened, or have adverse effects on designated critical habitats?
 Yes () No (X)

10. Will this grant threaten to violate a Federal state, local, or tribal law imposed for the protection of the environment?
 Yes () No (X)

11. Will this NOAA grant have highly controversial environmental effects (i.e., are the effects likely to be subject to serious scientific dispute)?
 Yes () No (X)

IF YES WAS CHECKED FOR ANY OF THE ITEMS ABOVE: Please list the item number, provide additional information about anticipated effects, and contact the NEPA Coordinator at NOAA's Office of Strategic Planning (ppi.nepa@noaa.gov) as soon as possible to discuss alternatives for providing NEPA documentation.

IF NO WAS CHECKED FOR ALL OF THE ITEMS ABOVE: The grant activity may qualify for a Categorical Exclusion (CE). Please review the categories for CEs below and select the applicable category. If none apply, or if you have any questions about the applicability of the CE, please contact the NEPA Coordinator in the Office of Strategic Planning, ppi.nepa@noaa.gov.

NAO 6.03c.3(d) (see below)

APPLICABLE? YES/NO	CATEGORY	DESCRIPTION
Yes.	Administrative or Routine Program Functions NAO 6.03c.3(d)	Administrative or Routine Program Functions. The following NOAA programmatic functions that hold no potential for significant environmental impacts qualify for a categorical exclusion: program planning and budgeting including strategic planning and operational planning; mapping, charting, and surveying services; ship support; ship and aircraft operations; fishery financial support services; grants for fishery data collection activities; basic and applied research and research grants, except as provided in Section 6.03b. of this Order; enforcement operations; basic environmental services and monitoring, such as weather observations, communications, analyses, and predictions; environmental satellite services; environmental data and information services; air quality observations and analysis; support of national and international atmospheric and

		Great Lakes research programs; executive direction; administrative services; and administrative support advisory bodies.
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**ENVIRONMENTAL AND HISTORICAL PRESERVATION (EHP)
COMPLIANCE TEMPLATE**
Receiving Jurisdiction Responsibilities

Funded installations must comply with all appropriate environmental regulations including the National Environmental Policy Act (NEPA PL 91-190, as amended), and once the project is identified for environmental and historical preservation (EHP) compliance review. For example, pole towers are projects that require EHP compliance review because of potential impacts related to ground disturbances, historical buildings and environmental impacts.

Local jurisdictions receiving an AHAB system are responsible for compliance with all applicable federal, state, and local regulations, codes, and standards and for securing the necessary permits and approvals.

Local jurisdictions must verify a site location has passed SEPA and NEPA compliance reviews, if required. See WSDOT, DNR and Ecology SEPA sites for guidance. Submit documentation to the POC listed on the Memorandum of Agreement. .

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION Pacific County Emergency Management Agency	DATE SUBMITTED 07/26/2016
PROJECT DESCRIPTION AHAB Siren Installation	CONTRACT NUMBER U16-018

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Frank Wolfe	Chair, BoCC 2012-16
	Steve Rogers	Commissioner 2012-16
	Lisa Ayers	Commissioner 2014-18

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Frank Wolfe	Chair, BoCC 2012-16
	Steve Rogers	Commissioner 2012-16
	Lisa Ayers	Commissioner 2014-18

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT		
SIGNATURE	PRINT OR TYPE NAME	TITLE

INSTRUCTIONS FOR SIGNATURE AUTHORIZATION FORM

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

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

1. **Authorizing Authority.** Generally, the person(s) signing in this box heads the governing body of the organization, such as the board chair or mayor. In some cases, the chief executive officer may have been delegated this authority.
2. **Authorized to Sign Contracts/Contract Amendments.** The person(s) with this authority should sign in this space. Usually, it is the county commissioner, mayor, executive director, city clerk, etc.
3. **Authorized to Sign Requests for Reimbursement.** Often the executive director, city clerk, treasurer, or administrative assistant have this authority. It is advisable to have more than one person authorized to sign reimbursement requests. **This will help prevent delays in processing a request if one person is temporarily unavailable.**

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