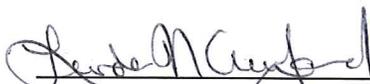


ATTACHMENT A**DISTRIBUTION AGREEMENT**

This Agreement is entered into by **SNOHOMISH COUNTY** (County) and the **City of Everett Police Department (Recipient)**. The County is undertaking certain activities related to the **Urban Area Security Initiative (UASI)** grant program as funded by the U.S. Department of Homeland Security Grant (Award # E12-203 / CFDA 97.067). Snohomish County's Department of Emergency Management (DEM) has been designated as the County's Program Manager for these funds. The Recipient has been designated as a sub-recipient. Under the terms and conditions of the above reference grant, DEM will be distributing specialized emergency response equipment to the Recipient. The equipment is subject to the following terms and conditions.

1. Equipment accepted by the Recipient is as described on the enclosed Hand Receipt - Attachment B.
2. The Equipment accepted by the Recipient is accepted "as is" with the understanding that the County disclaims all warranties for the delivered equipment. Should the equipment not perform as specified by the vendor, DEM will provide all vendor warranty repair information to Recipient.
3. The Recipient is responsible for all training related to the proper use, care and maintenance of the accepted equipment.
4. The County assumes no responsibility for the use, care or maintenance of the accepted equipment by Recipient. Recipient shall protect, defend, indemnify and save harmless the County, its officers, employees and agents from any and all costs, claims, judgments and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Recipient, its officers, employees and/or agents. The Recipient agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employee, or agents. For this purpose, the Recipient, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial insurance provisions of title 51 RCW. In the event the County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Recipient. In addition the County shall be entitled to recover from the Recipient, fees, and costs incurred to enforce the provisions of this section.
5. Recipient shall comply with the Department of Homeland Security Post Award Requirements, Attachment C, copy attached and incorporated by reference as if fully stated herein.

 **LEND A CRAWFORD**
Executive Director

County Representative / Title

5/28/15

Date



Recipient Agency / Title

4/21/2015

Date

Subgrantee : **City of Everett – Police Department**
3002 Wetmore Ave
Everett, WA 98201

HAND RECEIPT

ATTACHMENT B

Contact : Lt. Rod Sniffen, Phone: 425-388-3328
Special Operations Everett Police Dept.

Email : rsniffen@everettwa.gov

I hereby acknowledge receipt of the following equipment from Snohomish County as part of the Urban Area Security Initiative Grant Program, Federal Fiscal Year 2011 (UASI-11) Contract #E12-203 CFDA 97.067

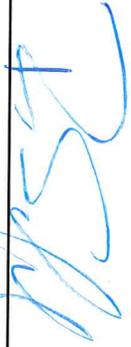
Date Rec'd	Description	Model / Part #	Serial #	Qty	Unit Price	Total Cost
July 2014	Gas Mask Canisters	MSA Millennium 4DA82 #10046570		100	\$ 39.25	\$ 4,286.10
	TOTAL					\$ 4,286.10

I understand that my agency is responsible for the licensing, maintenance, training, storage, proper inventory and use of the above listed equipment. If this equipment is lost, stolen, or deemed unusable it will not be replaced.

Equipment valued at \$5,000 or more (or the City's capitalization threshold if lower) has additional compliance requirements, including but not limited to; detailed property records must be maintained, an inventory must be conducted by the subgrantee every two years on all federally purchased equipment valued at \$5,000 or more, (or capitalization threshold if less than \$5,000), a control system to adequately maintain and safeguard the equipment must be established, and federal disposal requirements must be met. **Additionally, I also understand that our agency must report this equipment in accordance with OMB Circular A-87 and are subject to audit under OMB Circular A-133. Please provide a copy of the Distribution Agreement, hand receipt and other attachments to your agency's Accounting/Finance Department.**

We hold Snohomish County, the Washington State Military Department, the US Dept. of Homeland Security and all its agents harmless for any and all damages that may result from the acceptance of this equipment. **Additionally, by signing below, I certify that my agency is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal department or agency.**

Signed by:



Date: 4-2-15

Print Name / Title:

Rod Sniffen Lt

ATTACHMENT B – MAYOR’S SIGNATURE PAGE

CITY OF EVERETT
WASHINGTON

By: Ray Stephanson
Ray Stephanson, Mayor

4/21/2015
Date

ATTEST:

Sharon Fuller

Sharon Fuller, City Clerk

Date: 4/21/2015

APPROVED AS TO FORM:

James D. Iles

James D. Iles, City Attorney

Date: 4/20/15

POST AWARD REQUIREMENTS

- All equipment purchased with federal funding must be recorded and maintained in the Recipient's equipment inventory system. The Recipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, unauthorized use and theft of equipment, to include small and attractive items.
- Upon successful completion of the terms of this contract, all equipment purchased/accepted through this contract will be owned by the Recipient, or a recognized subcontractor/subgrantee for which a contract, subgrant agreement, or other means of legal transfer of ownership is in place.
- The Recipient, or a recognized subcontractor/subgrantee, shall be responsible for any and all operation and maintenance expenses and for the safe operation of their equipment including all questions of liability.
- The Recipient shall maintain equipment records that include: a description of the equipment; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Catalogue of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the equipment.
- Records for equipment shall be retained by the Recipient for a period of six years from the date of the disposition, replacement or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the Recipient until all litigation, claims, or audit findings involving the records have been resolved.
- For the purpose of inventory and disposal of equipment purchased under this contract the 44 CFR Section 13.3 definition of equipment will be used. It defines equipment as a tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. This definition will be used for equipment purchased with contract funds, unless local or state regulations are more restrictive.
- The Recipient shall take a physical inventory of the equipment and reconcile the results with the equipment records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Recipient to determine the cause of the difference. The Recipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment. Any loss, damage or theft shall be investigated and a report generated.
- The Recipient will develop adequate maintenance procedures to keep the equipment in good condition.
- If the Recipient is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return.

- When original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a Federal Recipient, disposition of the equipment will be made as follows:
 - Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the Recipient with no further obligation to the awarding Recipient.
 - Items of equipment with a current per-unit fair market value of more than \$5,000 may be retained or sold and the Recipient shall compensate the Federal-sponsoring grantor for its share of the proceeds if sold.
- Equipment purchased with funds from DHS grant programs should be marked with "Purchased with funds provided by the U.S. Department of Homeland Security" whenever possible.
- As a subrecipient of federal funds, the Recipient must pass on equipment management requirements that meet or exceed the requirements outlined above for all subcontractors, consultants, and subrecipients who receive pass-through funding from this contract.
- The County will monitor the activities and equipment acquisition of the Recipient from award to closeout and for the life of equipment purchased under this contract. The goal of the County's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations.
- The County's monitoring activities may include, but are not limited to:
 - review of performance reports and documentation of contract deliverables completion;
 - documentation of phone calls, meetings, e-mails and correspondence;
 - review of reimbursement requests to ensure allowability and consistency with contract budget and contract deliverables;
 - observation and documentation of contract related activities, such as planning, exercises, training, funded events and equipment demonstrations;
 - on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- As a subrecipient of federal funds, the Recipient is required to meet or exceed the monitoring activities, as outlined above, for all subcontractors, consultants, and subrecipients who receive pass-through funding from this contract.
- The sub recipient shall meet the audit requirements of A-133 and upon request provide Snohomish County Department of Emergency Management (DEM) with a copy of any audit subsequent to the receipt of this equipment. The sub recipient shall include DEM in any required corrective action notifications related to this equipment. Reports should be sent to:

Attn: Homeland Security Coordinator
 Snohomish Co. DEM
 720 80th Street SW, Building A
 Everett, WA 98203

CERTIFICATIONS AND ASSURANCES

As a sub-recipient of equipment purchased with federal funds under the **Urban Area Security Initiative (UASI)** program as funded by the U.S. Department of Homeland Security Grant (**Award #E12-203; CFDA #97.067**).

The **RECIPIENT** makes the following certifications and assurances. The Recipient and all subcontractors shall comply with all applicable federal, state, tribal government, and local laws, regulations, and policies. This obligation includes, but is not limited to:

- Compliance with Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 C.F.R. § 52.203-5); Public Records Act (RCW 42.56); Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq. and 15 C.F.R. Part 29); Lobbying Restrictions (31 U.S.C. § 1352 and 15 C.F.R. Part 28); and safety and health regulations. The County is not responsible for advising the Recipient about, or determining the Recipient's compliance with, applicable laws, regulations and policies. In the event of the Recipient's or a subcontractor's noncompliance or refusal to comply with any applicable law, regulation or policy, the County may rescind, cancel, or terminate the contract in whole or in part. The Recipient is responsible for any and all costs or liability arising from the Recipient's failure to comply with applicable law, regulation or policy.
- Compliance with Nondiscrimination laws as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts. Execution of this contract constitutes a certification by the Recipient of the Recipients compliance with the requirements of Chapter 2.460 SCC. If the Recipient is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this contract may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Recipient's obligations under other federal, state, or local laws against discrimination.
- The Recipient must comply with the Americans With Disabilities Act (ADA) of 1990, Public Law 101-336 and 28_CFR Part 35 and other implementing regulations, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.
- The Recipient certifies that neither the Recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or Recipient. If requested by the County or the Department, the Recipient shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Recipient for this Contract shall be incorporated into this Contract by reference.

- The Recipient agrees that to receive any federal assistance, all National Incident Management System (NIMS) compliance requirements outlined in applicable guidance must be met.
- The Recipient agrees that grant funds may not be used to replace or supplant existing funding.

Ray Stephenson

Authorized Signature

Mayor

Title

4/21/2015

Date

GRAINGER

3013 WALNUT
EVERETT, WA 98201-3846
www.grainger.com

80233

INVOICE

GRAINGER ACCOUNT NUMBER 810393876
INVOICE NUMBER 9483260825
INVOICE DATE 07/03/2014
NO AMOUNT DUE

SHIP TO
ATTN: SARGENT DALBERG
CITY OF EVERETT
EVERETT POLICE DEPT
3200 CEDAR ST
EVERETT WA 98201-4516

PO NUMBER: N/A
CALLER: ROD SNIFFEN
CUSTOMER PHONE: 4252578840
ORDER NUMBER: 1212249079
INCO TERMS: FOB ORIGIN

BILL TO
CITY OF EVERETT
PO BOX 12130
EVERETT WA 98206-2130

Interested in receiving invoices via email?
Sign up for paperless invoicing at:
www.grainger.com/paperlessinvoicing

THANK YOU! FE NUMBER 36-1150280
FOR QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL **1-800-472-4643**

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
	4DA82	CANISTER MANUFACTURER # 10046570 The commodity above is subject to the jurisdiction of the International Traffic in Arms Regulations ("ITAR") (22 CFR Part 120-130). Exports not authorized under the ITAR are strictly prohibited. Delivery #: 6264407441 Date Shipped: 07/03/2014 Carrier: UPS GROUND No. of Pkgs: 9 Wt: 125.000 Trk #: 1Z162Y2E0332659412 1Z162Y2E0332662711 1Z162Y2E0332663569	100	39.25	3,925.00

pd USA
7-3-14

1019-6401 ^{OK}
CASE - 11

INVOICE SUB TOTAL 3,925.00
TAX 361.10
GR. CARD OR CASH RECEIVED 4,286.10

These items are sold for domestic consumption. If exported, purchaser assumes full responsibility for compliance with US export controls. Diversion contrary to US law prohibited.
Reprint

PAYMENT TERMS VISA - PAY THIS INVOICE. NO STATEMENT SENT. PAYABLE IN U.S. DOLLARS. **AMOUNT DUE \$0.00**

NO PAYMENT DUE - THIS INVOICE FOR YOUR RECORDS

All items invoiced have been received in good working order, are operational, and have been inventoried according to contract and local procurement requirements.

Signed William O'Hea Date 7-8-14

REQUEST FOR SUPPLIES, SERVICES AND EQUIPMENT

Please review the County's Purchasing Policies Prior to Completion at
G:\FACMGMT\POLICIES\Purchasing\PoliciesProcedures

*Bill Ekse
 Ordered*

Date of Order July 2, 2014

Name of Requestor Bill Ekse

Ext. 5061

Vendor Name and Address

Vendor Telephone # 425.303.8851

Grainger

3013 Walnut, Everett WA 98201

Reason for Request:

Replacement canisters for the Snohomish County Combined SWAT team, Bomb Techs, Arson, and ALERT (Riot control) personnel. All of these county teams use the "state standard" MSA Millennium CBRN Gas Masks.

<u>Quantity</u>	<u>Unit</u>	<u>Item and Description</u>	<u>Unit Price</u>	<u>Total</u>
100		MSA Millennium CBRN Gas Masks canisters	\$39.25	\$4,286
			<u>Total</u>	<u>\$4,286</u>

Program Manager Coordination/Approval _____ (if applicable)

TO BE COMPLETED BY DEM FINA UASIFFY-2011 Funding DAC Federally Funded <input type="checkbox"/> Yes Purchasing Method: <input type="checkbox"/> PO/F	Send OK three to UASIFFY-11/1019 GMT Ekse <i>[Signature]</i>
---	--

APPROVAL: *[Signature]*
 Director/Deputy Director

7/2/2014
 Date

Equipment Request Form

Date Submitted to EMD: **6/25/2014**
 Equipment Approval Date: **7/2/2014**

Purpose: The Washington State Equipment Subcommittee for the Emergency Management Council reviews equipment requests to ensure equipment items are allowable per the Responder Knowledge Database (RKB) Authorized Equipment List (AEL) and conforms to statewide standards for interoperability for equipment purchased with federal homeland security grant funds. The RKB is a clearinghouse of equipment and grant related information. The equipment process is explained in the EMD Information Bulletin 2009-013 Equipment Handbook (PDF) http://www.emd.wa.gov/grants/documents/HLS-IB-2009-013_WA_Equipment_Handbook_dec2010.pdf

Instructions: Fill out white boxes. Quantities and Costs are estimates at time of submission and may change during procurement / invoice process. Insert additional rows as needed above item #4 because the installation, shipping and tax line items have formulas to auto-populate so applicants do not have to seek after the fact approvals upon receiving vendor invoices and realizing there is shipping or use tax that is included in the invoice but not approved on the original request. WMD/EMD can only reimburse approved items on the form. Contact the Equipment Program Manager at EMD regarding this template and equipment approval process.

Name of Organization: Snohomish County DEM
Preparer's Name: Bill Ekse
Preparer's Phone Number: 425.388.5061
Preparer's Email Address: bill.ekse@snoco.org

Select Grant Program:
 Equipment that has been approved by the equipment subcommittee will retain its approval throughout the grant's open fiscal years (FY).
 Homeland Security Grant Program (HSGP) includes SHSP & UASI / FY 2011, 2012, 2013

Description of Project:
 Describe project and how requested equipment will be used to fulfill project objectives and contract deliverables. Please include grant program / fiscal year and the project that this equipment links to.
 Line #1: Purchase portable P-25 radios. This project links directly to UASI-11 Project #5.
 Line #2: purchase of Personal Protective Equipment - Millennium mask canisters -- project links to UASI-2011 Project-6
 Line #3: purchase of a communications server for the DEM EOC -- project links to UASI-2011 Project-5

Current Standards

Include P25 for responder radios, MSA Millennium for PPE / SCBA, Avon FM53 Mask for Law Enforcement Specialty Teams (EOD, SWAT), FIPS-201 for badging, and Trelleborg VPS VP-1 Level A Vapor Ensemble, DuPont Tychem CPF-4 Level B/C Splash Ensemble, Lion Apparel MT94 Class B Splash, Blauer XRT Chemical Protective Suite / Lion Apparel ERS Class C CBRN for HazMat / contaminated environments.

Item No.	AEL Equipment Category	AEL Number	EHP Review Required	Item & Description Provide Hyperlink to Item if Unusual	Estimated Quantity	Estimated Cost	Discipline Receiving Equipment
1	Interoperable Communications Equipment	06CP-01-PORT	No	Motorola APX6000 P-25 portable radios. Portable radio with programming software & cable, along with necessary accessories. Upgrade portable radios for City of Mill Creek	2	\$3,400.00	LE
2	Personal Protective Equipment	01AR-02-APRC	No	MSA Millennium CBRN Gas Mask Canisters for the Snohomish County Combined SWAT team	60	\$3,025.00	LE
3	Information Technology	04HW-01-INHW	No	Super Micro Rack Mounted Server for EOC internet support. Installed in the current EOC server room on an existing rack. Plus necessary installation items.	1	\$813.00	EMA
4	Other Authorized Equipment	21GN-00-INST		Installation costs for authorized equipment purchased through FEMA grants.	-	\$64.25	---
5	Other Authorized Equipment	21GN-00-SHIP	No	Shipping costs for equipment purchased with grant funding.	-	\$73.02	---
6	Other Authorized Equipment	21GN-00-STAX	No	Sales tax on equipment purchased with grant funding.	-	\$663.77	---
Jurisdiction Total:						\$8,039.05	

BE **Supplanting Certification -** By initialing in the box to the left, you are certifying the following: The equipment being requested is not an item that has been included in the local budget, nor is federal funding being used to replace the local jurisdiction's financial obligation.
What is Supplanting? General Definition - For a State or unit of local government to reduce State or local funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity. Federal funds must be used to supplement existing State or local funds for program activities and may not replace State or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace State or local funding that is required by law. In those instances where a question of supplanting arises, the applicant or grantee will be required to substantiate that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

For EMD Use Only

For EMD Use Only		Reviewed / Input by (Name):
Date EAR received:	6/30/2014	Gary Stumph
Date of review by equipment subcommittee:	7/2/2014	bg
Date of EHP Approval (if applicable):	n/a	bg
Questions or concerns from subcommittee (if tabled, what information is needed?):	n/a	bg
Date of Equipment Approval:	7/2/2014	bg
Date of Equipment Denial / Reason:		



**Snohomish County
Emergency Management**

John Lovick
County Executive

March 23, 2015

Lt. Rod Sniffen, City of Everett Police Department
3002 Wetmore Ave
Everett, WA 98201

(425) 388-5060
FAX (425) 423-9152

720 80th Street, SW
Building A
Everett, WA 98203

Lt. Sniffen,

The U.S. Department of Homeland Security (DHS) – Urban Area Security Initiative Grant Program, federal fiscal year 2011, (**UASI-11**), (**CFDA # 97.067**) has provided funding to assist local response agencies with equipment to enhance the capabilities of state, local and tribal units to prevent, deter, respond to and recover from catastrophic and/or terrorist events.

Attachment A is a Distribution Agreement, between Snohomish County and the City of Everett – Police Dept. (**Recipient**). Snohomish County's Dept. of Emergency Management (DEM) is acting as a pass through agency for the distribution of equipment purchased with the above referenced grant funds. Once the equipment is delivered and accepted by the Recipient, it becomes the Recipient's responsibility for maintenance and storage. The Recipient will be responsible for inventory accountability to DEM on the equipment accepted by the Recipient.

Attachment B is the Hand Receipt that accompanies transfer of the equipment to the Recipient. It provides a detailed list of equipment funded and/or distributed to the Recipient.

Attachment C provides the Post Award Requirements. Federal funding places property management responsibility on all recipients of federal assistance. These include detailed equipment property records, biennial inventories, monitoring and reporting requirements. Also, upon request the Recipient must make the equipment available for on-site verification by any representative(s) of Snohomish County, the Washington State Auditor's Office, the Washington State Military Department, or the U.S. Department of Homeland Security. In order to meet our monitoring responsibilities, **we may also require a copy of your annual audits and any inventory certifications be sent to DEM.**

Attachment D lists the certifications and assurances that DHS requires as part of this grant. As a recipient of federal assistance (funding or equipment), Snohomish County made certain assurances to DHS. All sub-recipient agencies must also abide by these assurances.

Please sign and return two copies to Snohomish County -DEM, 720 80th Street SW, Building A, Everett, WA 98203. Thank you for your assistance in this matter. Please call me at 425-388-5060 if you have questions.

Bill Ekse

Region 1 / UASI Homeland Security Coordinator
Snohomish County DEM

Agreement

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

#10

PROJECT TITLE:

Agreement with Snohomish County Department of Emergency Management for receipt of gas mask canisters

- Briefing
- Proposed Action
- Consent
- Action
- First Reading
- Second Reading
- Third Reading
- Public Hearing
- Budget Advisory

COUNCIL BILL # _____
 Originating Department Police
 Contact Person Dan Templeman
 Phone Number 257-8493
 FOR AGENDA OF 4/15/15

Initialed by:
 Department Head _____
 CAA _____
 Council President *DP*

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Police Department		Agreement	Police, Legal
Amount Budgeted	-0-		
Expenditure Required	-0-	Account Number(s):	
Budget Remaining	-0-		
Additional Required	-0-		

DETAILED SUMMARY STATEMENT:

The Everett Police Department received 100 MSA Millennium gas mask canisters purchased by the Snohomish County Department of Emergency Management to outfit officers assigned to the Snohomish County Allied Law Enforcement Response Team (ALERT), of which Everett PD has several members assigned. The agreements acknowledge receipt of these items and authorize the transfer of the equipment to the City of Everett.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor or his designee to sign all necessary documents to accept the transfer of equipment from the Snohomish County Department of Emergency Management to outfit officers assigned to the Snohomish County Allied Law Enforcement Response Team (ALERT).

*Council approved
4/15/15
Jm*