

AGENDA

REGULAR MEETING
DES MOINES CITY COUNCIL
21630 11th Avenue South, Des Moines, City Council Chambers

May 9, 2013 - 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORTS

Page 1 PLANNING, BUILDING AND PUBLIC WORKS DEPARTMENT
REORGANIZATION

CONSENT CALENDAR

- Page 9 Item 1: APPROVAL OF MINUTES
Motion is to approve the minutes of the April 25, 2013 Regular Council Meeting and the April 25th and May 2nd Special City Council meetings.
- Page 17 Item 2: APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers and payroll transfers included in the attached list and further described as follows:
Claim checks: \$995,714.91
Payroll fund transfers: \$425,010.02
Total certified Wire Transfers, Voids, A/P & Payroll vouchers:
\$1,420,724.93
- Page 19 Item 3: ACCEPTANCE OF EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AWARD #2012-DJ-BX-0526
Motion is to accept the \$10,436 award from the Edward Byrne Memorial Justice Grant award #2012-DJ-BX-0526 under the terms and conditions listed within the JAG Grant and Interagency Agreement and to authorize the City Manager to sign the Interagency Agreement with the City of Seattle substantially in the form as attached.

Page 45 Item 4: NATIONAL POLICE WEEK
Motion is to approve the Proclamation commemorating law enforcement officers, past and present by recognizing the week of May 12, 2013 as National Police Week and May 15, 2013 as Peace Officers' Memorial Day.

OLD BUSINESS

Page 49 1. PORT OF SEATTLE PART 150 NOISE AND LAND USE
COMPATIBILITY STUDY BRIEFING
Staff Presentation: Stan Shepherd, Manager of Noise
Programs, Seattle-Tacoma
International Airport

NEW BUSINESS

Page 67 1. COMMUNITY TRANSFORMATION GRANT (CTG-2)
Staff Presentation: Park & Recreation Director Patrice
Thorell

NEXT MEETING DATE

May 23, 2013 Regular City Council Meeting

ADJOURNMENT

Memorandum

Date: May 3, 2013
To: City Council
From: Tony Piasecki, City Manager 
Re: PBPW Streamlining

Attached is the PBPW organization chart as it currently exists, a draft of the proposed organization chart and a synopsis of savings by fund. This information was presented to the Finance and Economic Development Committee at their meeting on April 30th.

The proposal is to recombine PBPW into one department and streamline it by organizing it in functional divisions, creating budget savings, more flexibility and efficiencies. The key points are as follows:

- Four Divisions
 - Administration
 - Engineering Services
 - Community Development
 - Public Works & Maintenance
- New/Vacant positions proposed to be filled
 - PBPW Director
- Vacant positions proposed for reclassification
 - NPDES/Engineering Tech replaced with a Civil Engineer 1
 - Development Services Manager replaced with Community Development Manager
- Vacant positions proposed for elimination
 - Planning Manager
 - Land Use Planner 1
 - Engineering Technician
 - Combo Building Inspector/Plans Examiner
 - Building Inspector - Artemis
- Other Considerations
 - Bring more Engineering/CIP work in house
 - Potential elimination of Len Madsen contract in 2014 if Prop 1 fails
 - Staff to average workload and use consultants to manage peak workloads
- Budget Impact
 - \$68,112 annual reduction when compared to 2013 budget
 - \$65,217 of those savings from the general fund, minimal changes to other funds
 - \$138,300 additional to address ongoing structural deficit
 - Total General Fund savings \$203,517
 - Anticipate at least 10% in additional savings based on a more detailed analysis of the cost (savings) of employee benefits.
- Other Considerations
 - Additional savings from reduced overhead, administration, fleet, etc.
 - Indirect savings from added efficiencies
 - Some changes can be immediate for 2013 savings, but some will need to be phased in
 - Planning Division is cut significantly and will not be able to be as flexible as in the past

2013 Annual Costs (Salary Only)

Current Organization	SWM		SWM NPDES	CIP	TBD	CD Grants	ASE	GF
	Subtotals:							
Administration	\$176,544	\$26,482	\$0	\$32,562	\$0	\$0	\$0	\$117,500
Engineering Services	\$854,424	\$180,958	\$183,280	\$276,503	\$2,247	\$0	\$2,247	\$209,191
Community Development	\$827,100	\$0	\$7,367	\$0	\$0	\$2,947	\$0	\$816,786
Public Works & Parks Maintenance	\$986,496	\$384,656	\$0	\$0	\$113,530	\$0	\$0	\$488,310
Subtotal:	\$2,844,564	\$592,096	\$190,646	\$309,065	\$115,776	\$2,947	\$2,247	\$1,631,788
2013 Cuts to Address Structural Deficit:	\$247,380							
Total:	\$3,091,944							

2014 Annual Costs (Salary Only)

Proposed Organization	SWM		SWM NPDES	CIP	TBD	CD Grants	ASE	GF
	Subtotals:							
Administration	\$176,544	\$20,401	\$12,161	\$32,562	\$0	\$0	\$0	\$111,420
Engineering Services	\$858,744	\$202,058	\$178,292	\$275,605	\$2,182	\$0	\$2,182	\$198,426
Community Development	\$760,284	\$0	\$0	\$0	\$0	\$2,674	\$0	\$757,610
Public Works & Parks Maintenance	\$980,880	\$369,835	\$0	\$0	\$111,931	\$0	\$0	\$499,114
2014 Anticipated Budget	\$2,776,452	\$592,294	\$190,453	\$308,167	\$114,113	\$2,674	\$2,182	\$1,566,570
2013 Adopted Budget	\$2,844,564	\$592,096	\$190,646	\$309,065	\$115,776	\$2,947	\$2,247	\$1,631,788
Annual Savings (Reduction from 2013 Budget)	\$68,112	-\$199	\$194	\$898	\$1,663	\$273	\$65	\$65,217
Ongoing Annual Cuts to Address Structural Deficit:	\$138,300							\$138,300
Total Savings:	\$206,412	-\$199	\$194	\$898	\$1,663	\$273	\$65	\$203,517

Annual Savings by Division

Overall	SWM		SWM NPDES	CIP	TBD	CD Grants	ASE	GF
	Subtotals:							
Administration	\$0	\$6,080	-\$12,161	\$0	\$0	\$0	\$0	\$6,080
Engineering Services	-\$4,320	-\$21,100	\$4,988	\$898	\$65	\$0	\$65	\$10,764
Community Development	\$66,816	\$0	\$7,367	\$0	\$0	\$273	\$0	\$59,176
Public Works & Parks Maintenance	\$5,616	\$14,821	\$0	\$0	\$1,598	\$0	\$0	-\$10,804
Subtotals:	\$68,112	-\$199	\$194	\$898	\$1,663	\$273	\$65	\$65,217
Community Development - Structural Deficit Savings:	\$138,300							\$138,300
Totals:	\$206,412	-\$199	\$194	\$898	\$1,663	\$273	\$65	\$203,517

Notes:

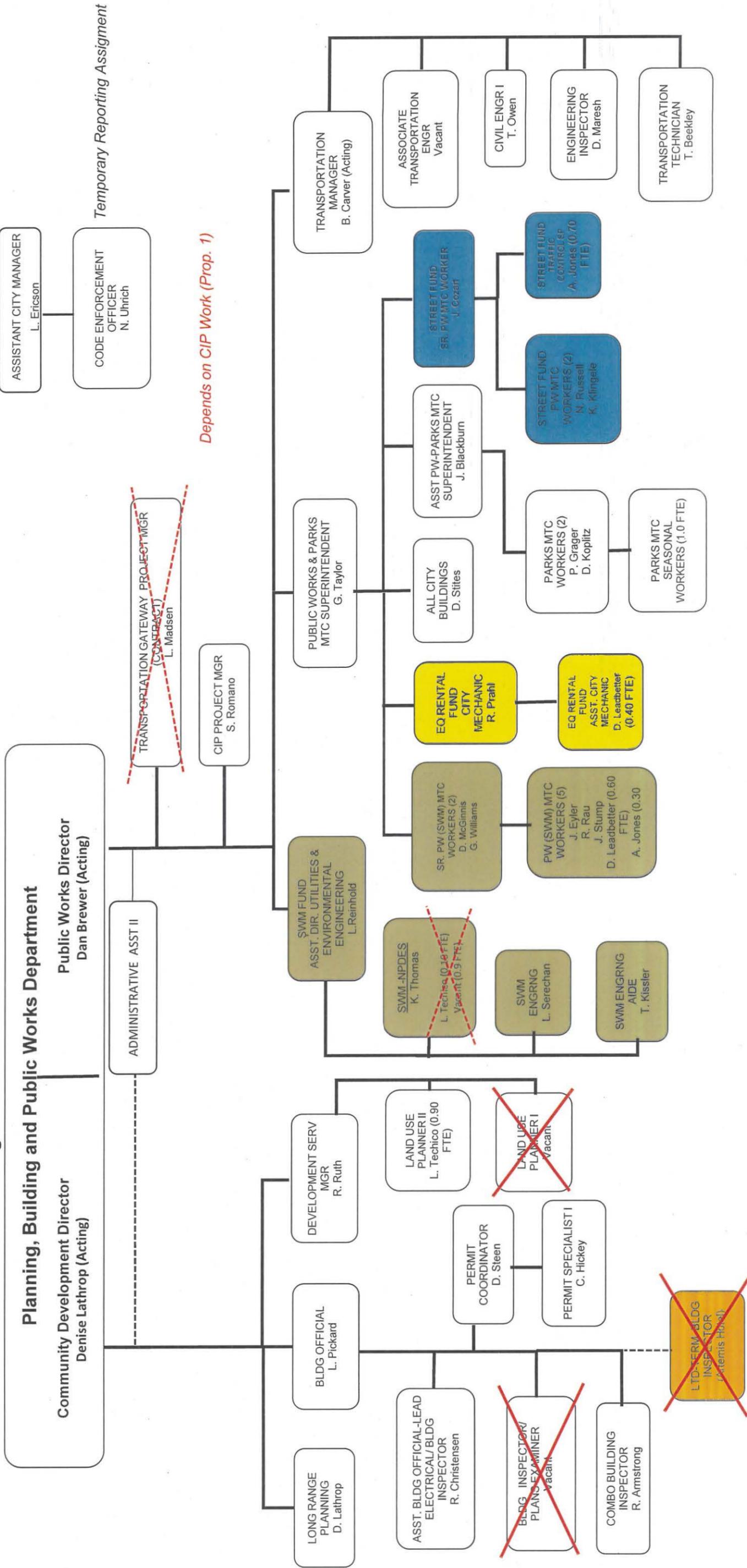
1. Reallocation of work from SWM to GF.

Legend

SWM - Surface Water Management	CD Grants - Community Development Block Grants
NPDES - National Pollution Discharge Elimination System	ASE - Automated Speed Enforcement Program
CIP - Capital Improvement Program	GF - General Fund
TBD - Transportation Benefit District	

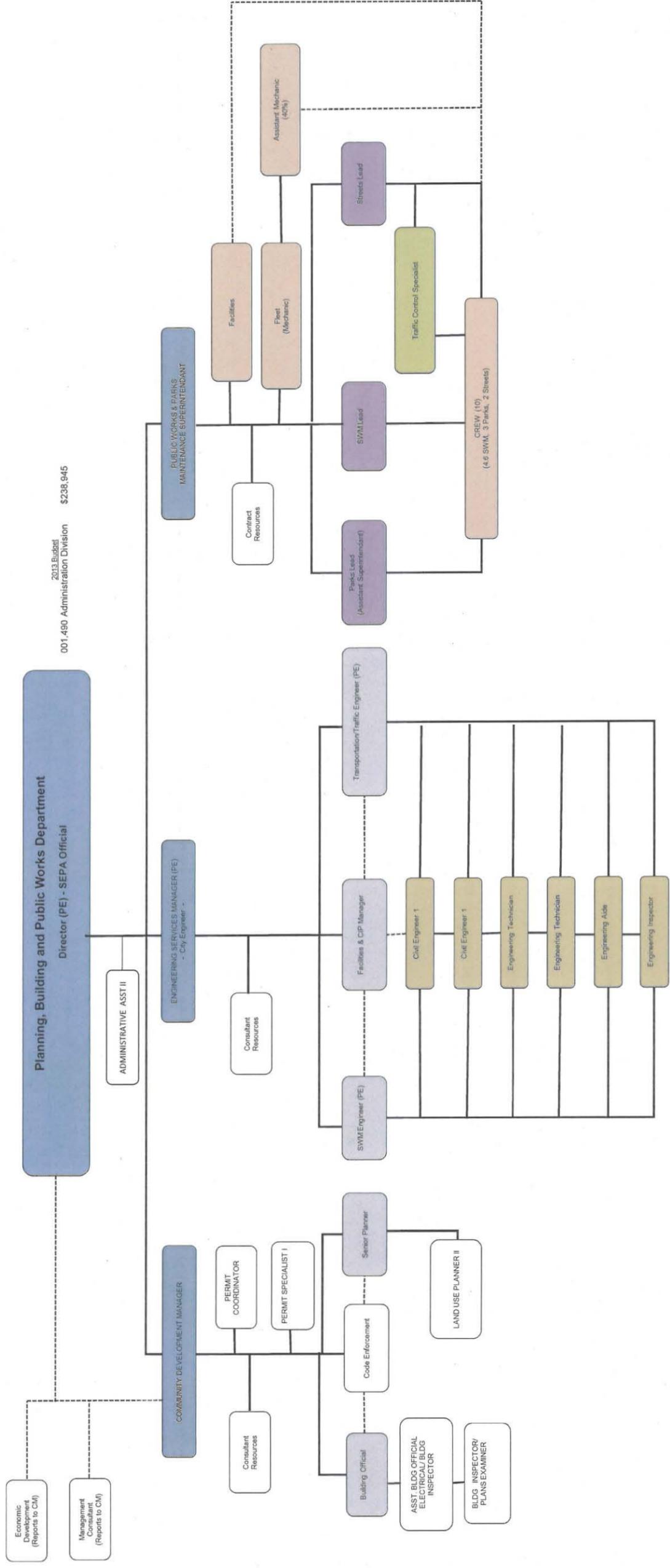
CITY OF DES MOINES
 PLANNING, BUILDING, AND PUBLIC WORKS

Interim Organizational Chart - 2013



Depends on CIP Work (Prop. 1)

Temporary Reporting Assignment



Community Development

Division Programs & Responsibilities

- Development Services
 - Long Range Planning
 - Code Enforcement
 - Business Licenses
 - Building Permits
 - Comprehensive Plan (6)
 - Joint Minor Home Repair
 - Community Development Grants
 - Recycling
 - Solid Waste
 - Land Use and Zoning
 - Plan Development
 - Code Enforcement
 - Special Events
 - Public Records Requests
 - Permit Trax & Bonding
- Title 14, 16, 17, 18

2013 Budgets

001.670 Code Enforcement	\$107,697
001.685 Minor Home Repair Program	\$29,495
001.690 Bulk Development	\$73,598
001.691 Plan Development	\$147,367
001.690 Development Services	\$259,145
001.610 Community Development Grants	\$51,844
Total	\$1,339,276

Engineering

Division Programs & Responsibilities

- Surface Water Management Engineering
 - SWM NPDES Permit Program
 - SWM NPDES Permit District
 - Transportation Benefit District
 - Transportation Impact Fee Program
 - Street Standards
 - Consultant Resources (On-Call)
 - Automated Speed Enforcement
 - Utilities & Franchise Agreements
 - Environmental Stewardship
 - Right-of-Way Permits
 - Street Vacations
 - Traffic Operations & Safety
 - Development Review & Engineering
 - Citizen Complaints
 - Budget development & Council Support
 - Capital Project Development
 - Budget development & Council Support
 - Transit - Metro, Sound Transit, etc
 - Special Events
 - Public Records Requests
 - Traffic Collision Data
- Title 10, 11, 12, 13, 20

2013 Budgets

001.305 Facilities / CIP Management	\$159,593
450.100 SWM Engineering	\$520,351
450.100 SWM NPDES Permit Program	\$23,595
001.480 Engineering Services Division	\$523,586
319.000 Transportation CIP	\$17,608,043
450.000 SWM CIP	\$1,609,492
Total	\$20,963,737

Maintenance

Division Programs & Responsibilities

- Surface Water Management Maintenance
- Park Maintenance
- Street Maintenance
- Traffic Maintenance
- Fleet Maintenance
- Equipment Repair and Replacement
- All City Buildings
- Facility Maintenance
- Facility Repair and Replacement
- Special Events
- Public Records Requests
- City Works

2013 Budgets

001.300 All City Buildings	\$260,324
001.635 Park Operations	\$437,781
450.100 SWM Engineering	\$1,079,229
450.200 SWM Maintenance	\$1,702,830
500.100 Equipment Rental Operations	\$93,000
501.100 Equipment Rental Replacement	\$64,500
506.200 Facility Repair & Replacement	\$64,500
Total	\$4,126,537

MINUTES

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue South, Des Moines**

April 25, 2013 - 7:00 p.m.

CALL TO ORDER

Mayor Kaplan called the meeting to order at 7:02 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Musser.

ROLL CALL

Council present: Mayor Kaplan; Mayor Pro Tem Pina; Councilmembers Melissa Musser, Jeanette Burrage, Bob Sheckler, and Carmen Scott.

Mayor Pro Tem Pina arrived at 7:03 p.m.

Staff present: City Manager Tony Piasecki; Assistant City Attorney Tim George; City Clerk Bonnie Wilkins.

Mayor Kaplan had each of the 8 Council applicants select a card to determine the order of their interview.

COMMENTS FROM THE PUBLIC

Natalie Reber, Hospitality House. Thanked Council for their continued support and invited Council to tour and visit the facility.

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Scott:

- Farmer's Market
 - Opening day, June 1, 2013
 - 37 vendors already signed up
 - Senior Shuttle every other Saturday
 - Chili Cook Off; Applications available July 1, 2013
- Association of King County Historical Organizations Annual Awards
 - John D Spellman Historic Preservation Award
 - Exemplary achievement in the restoration of the Des Moines Beach Park Auditorium

Councilmember Sheckler:

No report

Councilmember Burrage:

- South Country Transportation Board
 - Presentation on Light Rail
 - Suggested the Port be contacted for a possible stop in Des Moines, 216th Street
 - I-5 Alignment
- Spoke with Tony Anderson, Mayor Sea Tac
- Complimented the Mayor on the good testimony he gave at the Legislative Hearing on Transportation Issues

Mayor Pro Tem Pina:
No report

Councilmember Musser:

- City Currents, new and improved
- Municipal Facilities Committee
 - Request For Qualifications to Development Community
 - May 8, 2013, informational meeting at the Marina
 - Responses due back at end of May
 - Future of the Buildings in the Beach Park from Direction of the Council
 - What is the process to remove some of the existing structures in the Beach Park
 - Certification of Appropriateness
 - Rules Based on Landmark Commission
 - Evaluation of Economic Impact
 - Marina Parking – increased security
 - Post rules similar to North Lot

PRESIDING OFFICER'S REPORT

- April 12th, attended the South West King County Chamber of Commerce Membership Luncheon
- April 12th, Des Moines Farmer's Market Fundraiser
 - Proclamation to Ric & Dianne Jacobson
- April 19th, Testified in front of House Transportation Committee
 - House Bill 1954, Transportation Funding Package
- April 19th, Attended the Des Moines Elementary PTSA Dinner/Auction, Held in Beach Park Auditorium
 - 150+ silent auction items
 - 20 live auction items
- April 23rd, Accepted Award from King County for the John D. Spellman Award
- April 24th, Fireside Chat at the Des Moines Senior Center
 - Concerns on QFC closing
 - S 216th roadway concerns
- April 27th, Drug Take Back Program at Bartell Drugs on 216th and 272nd
- April 27th, Highline Community College Fundraiser
 - Scholarships for Veterans
- April 28th, Snakezilla Half Marathon starting in Des Moines Beach Park, ending in Burien
- April 30th, State Route 509 Executive Committee Meeting
 - Funding for Puget Sound Gateway Project
 - State Route 509 and Extension of Highway 167

ADMINISTRATION REPORTS

- Inquired where Council would like to display the John D. Spellman Award
- Students from Pacific Middle School presented the City with a Thank You card that will be displayed in Council Chambers
- Microphone and speaker system updates to Council Chambers

CONSENT CALENDAR

Item 1: APPROVAL OF MINUTES

Motion is to approve the minutes of the April 4 and April 11, 2013 City Council Meetings and the minutes of the April 6, 2013 City Council Retreat.

Item 2: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers included in the attached list and further described as follows:

Claim checks: \$468,127.79

Payroll fund transfers: \$425,694.87

Total certified Wire Transfers, Voids, A/P & Payroll vouchers: \$893,822.66

Item 3: FRANCHISE AGREEMENT FOR THE ZAYO GROUP – SECOND READING

Motion is to enact Draft Ordinance 12-191 granting a non-exclusive franchise with the ZAYO Group to construct, install, operate, maintain, and repair telecommunication facilities within the public right-of-way of the City of Des Moines.

Item 4: MAYOR'S APPOINTMENT TO THE UTILITY OCCUPATION TAX FOR DES MOINES STREETS PRO AND CON COMMITTEES

Motion is to confirm the Mayoral appointment of Al Isaac to the Pro Committee, and the appointment of Donald Wasson to the Con Committee for Proposition No. 1 – Utility Occupation Tax Increase to fund Street Pavement Overlays, effective immediately and expiring on June 17, 2013.

Item 5: TASK ORDER ASSIGNMENT FOR DESIGN/PERMITTING OF THE LOWER MASSEY CREEK CHANNEL MODIFICATIONS PROJECT

Motion is to approve the Task Order Assignment with Tetra Tech, Inc. that will provide for design and permitting services associated with the Lower Massey Creek Channel Modification Project in the amount of \$328,686.00, plus a 10% contingency and further authorize the City Manager or his designee to sign said Task Order Assignment, substantially in the form as submitted.

Item 6: SEAMAR RIGHT-OF-WAY DEDICATION

Motion is to accept the deal of the land dedication from SeaMar which is at the southeast corner of 27th Avenue South and South 242nd Street, and authorize the City Manager to sign the deed substantially in the form as attached.

Item 7: TRANSPORTATION GATEWAY PROJECT S 216TH STREET SEGMENT 2: 18TH AVENUE S TO 24TH AVENUE S. KING COUNTY METRO BUS STOP IMPROVEMENTS

Motion is to approve an Agreement with King County to fund bus stop improvements for the S 216th Street, Segment 2 Project, and authorize the City Manager to sign the agreement substantially in the form submitted.

Item 8: SETTLEMENT AGREEMENT WITH MVG, LLC FOR THE SOUTH 223RD CULVERT REPLACEMENT PROJECT

Motion is to approve the Settlement Agreement with Mutual Release providing for a final payment of \$11,250 to MVG, LLC to settle MVG's claims for the South 223rd Street Culvert Replacement Project, and authorize the City Manager to sign the Agreement substantially in the form as attached.

Direction/Action

Motion made by Councilmember Sheckler to approve the consent agenda; seconded by Mayor Pro Tem Pina.

Councilmember Burrage mentioned to the audience that the Consent Agenda made up of over $\frac{3}{4}$ of the Council Packet.

Mayor Kaplan mentioned that the approval of minutes were Amended Minutes for the April 4th Council Meeting and the April 6th Council Retreat.

The motion passed 6-0.

NEW BUSINESS

1. INTERVIEWS OF CANDIDATES FOR VACANT CITY COUNCIL SEAT

Mayor Kaplan thanked those who considered applying and those that did apply for the vacant Council seat. The following candidates were each allowed a 3 minute opening statement and each Councilmember asked one question of the candidates:

- Dave Markwell
- Jeremy Nutting
- Patricio Mendoza
- Kenneth Taylor
- Janel Stoneback
- Amber Scott
- David Litowitz
- Jim Melia

ADJOURNMENT

Motion made by Councilmember Sheckler to adjourn; seconded by Mayor Pro Tem Pina. The motion passed 6-0.

The meeting was adjourned at 8:48 p.m.

NEXT MEETING DATE

May 2, 2013 Regular City Council Meeting

Respectfully submitted,

Bonnie Wilkins
City Clerk

MINUTES
SPECIAL MEETING TO HOLD EXECUTIVE SESSION
April 25, 2013

CALL MEETING TO ORDER

The Special Meeting was called to order at 6:30p.m. by Mayor Kaplan in the Council Chambers.

ROLL CALL

Present were Mayor Dave Kaplan; Mayor Pro-Tem Matt Pina; Councilmembers Melissa Musser, Jeanette Burrage, Carmen Scott, City Manager Tony Piasecki, Assistant City Manager Lorri Ericson. Councilmember Bob Sheckler was absent.

PURPOSE

The purpose of the special meeting was to hold an Executive Session to discuss labor negotiations per Title 42.30.140(4)(a) RCW.

ADJOURNMENT

The Special Meeting was adjourned at 6:57p.m.

Respectfully submitted,

Tony Piasecki
City Manager

**MINUTES
SPECIAL MEETING TO HOLD EXECUTIVE SESSION
May 2, 2013**

CALL MEETING TO ORDER

The Special Meeting was called to order at 5:34 p.m. by Mayor Kaplan in the Council Chambers.

ROLL CALL

Present were Mayor Dave Kaplan; Mayor Pro-Tem Matt Pina; Councilmembers Melissa Musser, Jeanette Burrage, Bob Sheckler and Carmen Scott.

PURPOSE

The purpose of the special meeting was to hold an Executive Session to discuss the qualifications of the candidates for the vacant City Council seat per RCW 42.30.110(1)(h).

ADJOURNMENT

The Special Meeting was adjourned at 6:10 p.m.

Respectfully submitted,

Tony Piasecki
City Manager

CITY OF DES MOINES
Voucher Certification Approval
9-May-13
Auditing Officer Certification

Vouchers and Payroll transfers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing, which has been made available to the City Council.

As of May 9, 2013 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers included in the attached list and further described as follows:

The vouchers below have been reviewed and certified by individual departments and the City of Des Moines Auditing Officer.

Claims Vouchers:	Numbers			Amounts	
Total A/P Checks/Vouchers	135776	-	135910	135	959,262.25
Electronic Wire Transfers	4	DEPT OF REV, BNK OF AMER VISA, KEYBNK MSTRCRD			36,513.39
Subtotal for this Council Packet					995,775.64
Voided Claim Checks this check run:					0.00
Voided Claim Checks from previous check runs	135710			1	(60.73)
Total Claims/Wire Transfers/Voids				140	995,714.91

Payroll Vouchers:	DISBURSED 05/06/13				Amounts	
Payroll Checks	18162	-	18179	=	18	18,655.62
Direct Deposit	180001	-	180135	=	135	261,870.36
Payroll Taxes					58,066.10	
Wage/Garnishments					744.07	
Voids			0			0.00
Electronic Wire Transfers					85,673.87	
ICMA 401 Forfeitures					0.00	
Total Claims					425,010.02	
Total certified Wire Transfers, Voids, A/P & Payroll vouchers for May 9, 2013					1,420,724.93	

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Acceptance of Edward Byrne
Memorial Justice Assistance Grant
(JAG) Award # 2012-DJ-BX-0526

FOR AGENDA OF: May 9, 2013

DEPT. OF ORIGIN: Police

ATTACHMENTS:

DATE SUBMITTED: April 30, 2013

- 1) Interagency Agreement with City of Seattle.
- 2) JAG Award Letter
- 3) City of Seattle Joint Application Budget & Narrative.
- 4) City of Des Moines Grant Project: SECTOR Technology Completion & Implementation.

CLEARANCES:

- Legal FS
- Finance ph
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Planning, Building & Public Works N/A
- Police CP
- Courts Je

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is to inform the City Council of the Edward Byrne Memorial Justice Grant (JAG) award and to determine whether the City of Des Moines should accept funding under the terms and conditions set forth in the grant agreement.

The grant provides funding of \$10,436 to upgrade the remaining nine (9) patrol vehicles with SECTOR (Statewide Electronic Collision & Ticket Online Records) system. All other patrol vehicles currently have SECTOR installed. SECTOR is a fully automated, fully electronic process to replace current paper-based processes for the issuing of notice of infractions, citations, and collision reports.

SUGGESTED MOTION:

“I move to accept the \$10,436.00 award from the Edward Byrne Memorial Justice Grant award #2012-DJ-BX-0526 under the terms and conditions listed within the JAG Grant and Interagency Agreement and to authorize the City Manager to sign the Interagency Agreement with the City of Seattle substantially in the form as attached.”

Background

Through the Justice Assistance Grant (JAG) program, the United States Congress authorized \$668,782 in grant awards for jurisdictions within King County, Washington. The City of Seattle was designated as the fiscal agent for the award and all interested jurisdictions within King County collaborated on a single joint application. The Des Moines Police Department submitted its application to the City of Seattle to provide funding to update the remaining nine (9) patrol cars within our fleet with SECTOR. SECTOR is a fully automated, fully electronic process to replace current paper-based processes for the issuing of notice of infractions, citations, and collision reports.

On May 14, 2012 the City of Seattle submitted the joint application for JAG Program funds. Based upon the City of Seattle's application, the Bureau of Justice Assistance awarded the City of Seattle the \$668,782 as the identified fiscal agent for this award with direction to distribute grant funds to the co-applicants. On April 24, 2013, the Police Department was notified the Seattle City Council has accepted the grant funds and approved grant funds disbursement to the co-applicants. The Police Department received the City of Seattle's Interagency Agreement authorizing us to accept the grant funds and begin our grant project based upon the scope of work provided within the grant application.

Discussion

The City of Des Moines like many communities continues to struggle to provide basic services in this economic downturn. Due to budget shortfalls, the City of Des Moines had no choice but to prioritize its services and cut operating expenditures as it continues to seek out new businesses as well as development opportunities. In the meantime, City Departments including the police department continue to seek alternative funding sources to assist in augmenting their budgets. Acceptance of this grant award would provide funding to fully implement the SECTOR technology in all our patrol vehicles. This would enable officers to be more efficient by reducing the amount of time necessary to complete paperwork. This additional time savings will allow officer re-deployment for addition community policing activities.

Alternatives

Council can decide not to accept the grant funds. We do not believe this is an effective alternative since the police department has already made cuts within its operating budget to include the purchasing of new technology to increase the efficiencies of our officers.

Financial Impact

This grant award provided funding to the city in the amount of \$10,436 to purchase the SECTOR equipment, peripherals, initial paper supply and shipping. The city would be obligated to pay any cost or shipping overages in the event the prices have increased since the grant application has been submitted. Any cost overages will be covered within the current police department budget.

Recommendation or Conclusion

Staff recommends accepting the grant.

Interagency Agreement

Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2012 Local Solicitation

Executed by
City of Seattle
Department Authorized Representative: Diane Pilon
610 5th Avenue
PO Box 34986
Seattle, WA 98124-4986

and

City of Des Moines, hereinafter referred to as "Recipient",
Grant Manager: Patti Harris
401 5th Ave, Ste 810
Seattle, WA 98104

IN WITNESS WHEREOF, the parties have executed this Agreement by having their representatives affix their signatures below.

CITY OF DES MOINES

CITY OF SEATTLE

Anthony Piasecki, City Manager

Clark Kimerer, Deputy Chief of Police

Date: _____

Authorized by:
Grant Program: *Edward Byrne Memorial Justice Assistance Grant (JAG) Program*

WHEREAS, the Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions; and

WHEREAS, the JAG Program supports all components of the criminal justice system, from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives; and

WHEREAS, the United States Congress authorized \$668,782 in the Justice Assistance Grant (JAG) Program for jurisdictions in King County; and

WHEREAS, 12 jurisdictions in King County were required to apply for a JAG Program award with a single, joint application; and

WHEREAS, the City, as the identified Fiscal Agent, submitted the joint application to the Bureau of Justice Assistance on May 14, 2012 to request JAG Program funds; and

WHEREAS, based on the City's successful application, the Bureau of Justice Assistance has awarded \$668,782 to the City from these JAG Program funds; and

WHEREAS, pursuant to the terms of the grant whereby the City, as the identified Fiscal Agent for this award, is to distribute grant funds to co-applicants, the City intends to transfer some of the JAG funds it receives to those co-applicants; and

WHEREAS, the City is not obligated to continue or maintain grant funding levels for the JAG Program once grant funds have lapsed; and

WHEREAS, recipients of JAG funds from the City should not anticipate the City will assume responsibility for any program costs funded by JAG once JAG funds are spent;

NOW THEREFORE, the parties hereto agree as follows:

This Interagency Agreement contains six Articles:

ARTICLE I: TERM OF AGREEMENT:

The term of this Interagency Agreement shall be in effect from the date it is executed by the SPD Chief of Police, or designee, until September 30, 2015 unless terminated earlier pursuant to the provisions hereof.

ARTICLE II: DESCRIPTION OF SERVICES

The services to be performed under this Agreement shall be conducted for the stated purposes of the Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a).) The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

ARTICLE III: SPECIAL CONDITIONS

- Funds are provided by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance solely for the purpose of furthering the stated objectives of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The Recipient shall use the funds to perform tasks as described in the Scope of Work portion of this Agreement.
- The Recipient acknowledges that because this Agreement involves federal funding, the period of performance described herein will likely begin prior to the availability of appropriated federal funds. The Recipient agrees that it will not hold the Seattle Police Department, the City of Seattle, or the Department of Justice liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to the distribution and availability of federal funds.
- The Recipient shall comply with all conditions and limitations set forth in the FY 2012 Justice Assistance Grant Program Award # 2012-DJ-BX-0526.

The FY 2012 Justice Assistance Grant Program Award Report #: 2012-DJ-BX-0526 is attached to and made part of this agreement, as **Attachment A**. Allocation and use of grant funding must be in accordance with all special conditions included in the Award Report. All Recipients are assumed to have read, understood, and accepted the Award Report as binding.

- The Recipient acknowledges that all allocations and use of funds under this agreement will be in accordance with the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Solicitation. Allocation and use of grant funding must be coordinated with the goals and objectives included in the Local Solicitation. All Recipients are assumed to have read, understood, and accepted the Local Solicitation as binding.
- Recipient agrees to obtain a valid DUNS profile and create an active registration with the Central Contractor Registration (CCR) database no later than the due date of the Recipient's first quarterly report after a subaward is made.
- The Recipient shall comply with all applicable laws, regulations, and program guidance. A non-exhaustive list of regulations commonly applicable to BJA grants are listed below, including the guidance:
 - (A) Administrative Requirements: OMB Circular A-102, State and Local Governments (10/7/94, amended 8/29/07) (44CFR Part 13)
 - (B) Cost Principles: OMB Circular A-87, State and Local Governments (5/10/04)
 - (C) Audit Requirements: OMC Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations (6/24/97, includes revisions in the Federal Register 6/27/03)
 - (D) The Recipient must comply with the most recent version of the Administrative Requirements, Cost Principals, and Audit Requirements.

- 1) Non-Federal entities that expend \$500,000 or more in one fiscal year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Office of Management and Budget (OMB) Circular A-133-Audits of States, Local Governments, and non-Profit Organizations. 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, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
 - 2) Recipients required to have an audit must ensure the audit is performed in accordance with Generally Accepted Auditing Standards (GAAS), as found in the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General and the OMB Compliance Supplement. The Recipient has the responsibility of notifying the Washington State Auditors Office and requesting an audit.
 - 3) The Recipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-recipients also maintain auditable records.
 - 4) The Recipient 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 submitted to the Seattle Police Department. The Recipient must respond to requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The City reserves the right to recover from the Recipient all disallowed costs resulting from the audit.
 - 5) If applicable, once any single audit has been completed, the Recipient must send a full copy of the audit to the City and a letter stating there were no findings, or if there were findings, the letter should provide a list of the findings. The Recipient must send the audit and the letter no later than nine months after the end of the Recipient's fiscal year(s) to:

Diane Pilon, JAG Program Manager
Seattle Police Department
610 5th Avenue
PO Box 34986
Seattle, WA 98124-4986
206-386-1996
 - 6) In addition to sending a copy of the audit, the Recipient must include a corrective action plan for any audit findings and a copy of the management letter if one was received.
 - 7) The Recipient shall include the above audit requirements in any subcontracts.
- The Recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requirements, including, but not limited to, the provision of any information

required for assessment or evaluation of activities within this agreement, and for compliance BJA reporting requirements.

- When implementing funded activities, the Recipient must comply with all applicable federal, state, tribal government, and local laws, regulations, and policies. The Recipient is entirely responsible for determining the Recipient's compliance with applicable laws, regulations and policies, which include, but are not limited to:
 - (A) City of Seattle regulations including, but not limited to:
 - (1) Equal Benefits Program Rules
(SMC Ch.20.45:<http://cityofseattle.net/contract/equalbenefits/>)
 - (2) Women and Minority Owned Affirmative Effort: If a Recipient intends to subcontract out any part of a contract instead of performing the work itself, then the following requirement applies: Consultant shall use affirmative efforts to promote and encourage participation by women and minority businesses on subcontracting opportunities within the contract scope of work. Consultant agrees to make such efforts as a condition of this Agreement.
 - a. Outreach efforts may include the use of solicitation lists, advertisements in publications directed to minority communities, breaking down total requirements into smaller tasks or quantities where economically feasible, making other useful schedule or requirements modifications that are likely to assist small or WMBE businesses to compete, targeted recruitment efforts, and using the services of available minority community and public organizations to perform outreach.
 - b. Record-Keeping: The Consultant shall maintain, for at least 24 months after the expiration or earlier termination of this Agreement, relevant records and information necessary to document all Consultant solicitations to subconsultants and suppliers, all subconsultant and supplier proposals received, and all subconsultants and suppliers actually utilized under this Agreement. The City shall have the right to inspect and copy such records.
 - (3) Licenses and Similar Authorizations: The Consultant, at no expense to the City, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.
 - (4) Use of Recycled Content Paper: Whenever practicable, Consultant shall use reusable products including recycled content paper on all documents submitted to the City. Consultant is to duplex all documents that are prepared for the City under this Contract, whether such materials are printed or copied, except when impracticable to do so due to the nature of the product being produced. Consultants are to use 100% post consumer recycled content, chlorine-free paper in any documents that are produced for the City, whenever practicable, and to use other paper-saving and recycling measures in performance of the contract with and for the City.
 - (5) Americans with Disabilities Act: The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 as amended (ADA) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement.

- (6) **Fair Contracting Practices Ordinance:** The Consultant shall comply with the Fair Contracting Practices Ordinance of The City of Seattle (Chapter 14.10 SMC), as amended.
- (7) **Suspension and Debarment:** The Recipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in transactions by any Federal department or agency. By signing and submitting this Agreement, the Recipient is providing the signed certification set out below. The certification this clause is a material representation of fact upon which reliance was placed when this transaction was entered into.

If it is later determined that the Recipient rendered an erroneous certification, the Federal Government and City may pursue available remedies, including termination and/or debarment. The Recipient shall provide immediate written notice to the City if at any time the Recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The Recipient agrees by signing this Agreement that it shall not enter into any covered transaction with a person or subcontractor who is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the City.

The Recipient shall include the requirement in this section in any subcontracts.

- (8) In the event of the Recipient's or subcontractor's noncompliance or refusal to comply with any applicable law, regulation or policy, the City may rescind, cancel, or terminate the Agreement 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.

ARTICLE IV: SCOPE OF WORK

The Scope of Work of this Agreement and the time schedule for completion of such work is as described in **Attachment B: Edward Byrne Memorial Justice Assistance (JAG) Grant Formula Program King County Joint Application, Project Narrative and Attachment C: JAG Budget Worksheet**, as approved by BJA. Attachment B and Attachment C are attached to and made part of this agreement.

The work shall, at all times, be subject to the City's general review and approval. The Recipient shall confer with the City periodically during the progress of the Work, and shall prepare and present such information and materials (e.g. a detailed outline of completed work) as may be pertinent, necessary, or requested by the City or BJA to determine the adequacy of the Work or Recipient's progress.

ARTICLE V: PAYMENT

(A) Compensation

The Recipient shall be reimbursed on an actual cost basis. Total compensation under this Agreement is \$10,436.

The Recipient shall incur authorized allowable expenses in accordance with the Program Narrative and Project Budget, as detailed in Attachments B and C.

The Recipient may request additional reimbursement up to the amount of interest accrued on their portion of the grant award. The City will provide quarterly statements to the Recipient, once the interest balance accrued equals at least \$1,000. Reimbursements will not be made for interest accrued that is less than \$1,000. Reimbursements can be requested, up to the total amount of interest accrued, after the initial quarterly statement has been sent, to perform tasks in accordance with the Program Narrative and Project Budget, as detailed in Exhibits B and C.

The Recipient shall submit invoices not more than monthly, and at least quarterly. After the first quarter, monthly submission is preferred. Invoices are due no later than 30 days after the end of the period in which the work was performed.

No travel or subsistence costs, including lodging and meals, reimbursed with federal funds may exceed federal maximum rates, which can be found at: <http://www.gsa.gov>.

(B) Manner of Payment

The Recipient shall submit reimbursement requests not more than monthly, and at least quarterly. After the first quarter, monthly submission is preferred.

Requests are due no later than 30 days after the end of the period in which the work was performed. Reimbursement request forms are provided. Substitute forms are acceptable.

With each reimbursement request, the Recipient shall submit:

- Detailed spreadsheet of expenditures by task and related financial documents (timesheets, invoices)
- Project status report
- These documents and invoices must be kept on file by the Recipient and be made available upon request by the City or to state or federal auditors

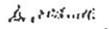
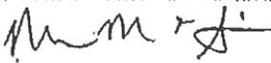
Reimbursement will not be processed without accompanying documentation for the corresponding time period.

Once the above conditions are met, payment shall be made by the City to the Recipient.

Submit invoicing and documentation to:
 Diane Pilon, JAG Program Manager
 Seattle Police Department
 610 5th Avenue
 PO Box 34986
 Seattle, WA 98124-4986
 206-386-9885

ARTICLE VI: AMENDMENTS

No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement, by mutual agreement.

 Department of Justice Office of Justice Programs Bureau of Justice Assistance		Grant		PAGE 1 OF 7	
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Seattle 600 Fourth Avenue P.O. Box 94749 Seattle, WA 98124-4749		4. AWARD NUMBER: 2012-DJ-BX-0526			
		5. PROJECT PERIOD: FROM 10/01/2011 TO 09/30/2015 DUBOBT PERIOD: FROM 10/01/2011 TO 09/30/2015			
		6. AWARD DATE 07/11/2012		7. ACTION Initial	
1A. GRANTEE IRS/VENDOR NO. 916001303		8. SUPPLEMENT NUMBER 00			
		9. PREVIOUS AWARD AMOUNT \$ 0			
3. PROJECT TITLE City of Seattle FY2012 JAO Joint Program		10. AMOUNT OF THIS AWARD \$ 668,782			
		11. TOTAL AWARD \$ 668,782			
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).					
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY12(DJA - JAO) 42 USC 3750, et seq.					
15. METHOD OF PAYMENT OPRS					
AGENCY APPROVAL			GRANTEE ACCEPTANCE		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director			18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Mike McGinn Mayor		
17. SIGNATURE OF APPROVING OFFICIAL 			19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 		19A. DATE 8/21/12
AGENCY USE ONLY					
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. PONS AMOUNT X B DJ 80 00 00 668782				21. LD/JUOT0218	

OJP FORM 40002 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 40002 (REV. 4-88)

	Department of Justice Office of Justice Programs Bureau of Justice Assistance	AWARD CONTINUATION SHEET Grant	PAGE 2 OF 7 
PROJECT NUMBER 2012-DJ-BX-0526		AWARD DATE 07/11/2012	
SPECIAL CONDITIONS			
<ol style="list-style-type: none"> 1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide. 2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance. 3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide. 4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP. 5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subcontractor, subrecipient, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by: <p>mail:</p> <p>Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530</p> <p>e-mail: olg.hotline@usdoj.gov</p> <p>hotline: (contact information in English and Spanish): (800) 869-4499</p> <p>or hotline fax: (202) 616-9881</p> <p>Additional information is available from the DOJ OIG website at www.usdoj.gov/olg.</p> 6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP. 7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70. 			

	Department of Justice Office of Justice Programs Bureau of Justice Assistance	AWARD CONTINUATION SHEET Grant	PAGE 3 OF 7 
PROJECT NUMBER 2012-DJ-BX-0526		AWARD DATE 07/11/2012	
SPECIAL CONDITIONS			
<ol style="list-style-type: none"> 8. The recipient agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/ccr.htm (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name). 9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers. 10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at www.ojp.gov/funding/confcost.htm. 11. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/ffata.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name). 12. The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R. Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be reported on the quarterly Federal Financial Report, SF 425. 			

 <p>Department of Justice Office of Justice Programs Bureau of Justice Assistance</p>	<p>AWARD CONTINUATION SHEET Grant</p>	<p>PAGE 4 OF 7</p> 
<p>PROJECT NUMBER 2012-DJ-BX-0526</p>		<p>AWARD DATE 07/11/2012</p>
<p style="text-align: center;">SPECIAL CONDITIONS</p> <p>13. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.</p> <p>The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:</p> <ul style="list-style-type: none"> a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. <p>The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at http://www.ojp.usdoj.gov/BJA/resource/NEPA.html, for programs relating to methamphetamine laboratory operations.</p> <p>Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.</p> <p>14. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.</p> <p>15. In order to promote information sharing and enable interoperability among disparate systems across the Justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantees shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantees shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.</p>		

	Department of Justice Office of Justice Programs Bureau of Justice Assistance	AWARD CONTINUATION SHEET Grant	PAGE 5 OF 7 
PROJECT NUMBER 2012-DJ-DX-0526		AWARD DATE 07/11/2012	
SPECIAL CONDITIONS			
<p>16. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425).</p> <p>17. JAG funds may be used to purchase bulletproof vests for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.</p> <p>18. The recipient agrees to submit a signed certification that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for bulletproof vest purchases. This policy must be in place for at least all uniformed officers before any FY 2012 JAG funding can be used by the agency for bulletproof vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.</p> <p>19. Bulletproof vests purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards. In addition, bulletproof vests purchased with JAG funds must be American-made. The latest NIJ standard information can be found here: http://www.nij.gov/topics/technology/body-armor/safety-initiative.html.</p> <p>20. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(o)-(d). Recipient may not satisfy such a fine with federal funds.</p> <p>21. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to http://www.il.ojp.gov/default.aspx?area=policyAndPractice&page=1046.</p> <p>22. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/oc/equal_fbo.htm.</p> <p>23. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in DJA program guidance.</p>			

	Department of Justice Office of Justice Programs Bureau of Justice Assistance	AWARD CONTINUATION SHEET Grant	PAGE 6 OF 7 
PROJECT NUMBER 2012-DJ-BX-0516		AWARD DATE 07/11/2012	
SPECIAL CONDITIONS			
<p>24. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.</p> <p>25. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.</p> <p>26. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.</p> <p>27. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through OMS (https://grants.ojp.usdoj.gov). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.</p> <p>28. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.</p> <p>29. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in OMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (OMS) to document changes.</p> <p>30. The grantee agrees that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (Internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.cifli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.cifli.org).</p>			

	Department of Justice Office of Justice Programs Bureau of Justice Assistance	AWARD CONTINUATION SHEET Grant	PAGE 7 OF 7 
PROJECT NUMBER 2012-DJ-BX-0376		AWARD DATE 07/11/2012	
SPECIAL CONDITIONS			
<p>31. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)</p>			
<p>This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.</p>			
<p>32. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the signed Memorandum of Understanding (MOU) between the disparate jurisdictions and has issued a Grant Adjustment Notice (GAN) releasing this special condition.</p>			
<p>33. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received documentation demonstrating that the state or local governing body review and/or community notification requirements have been met and has issued a Grant Adjustment Notice (GAN) releasing this special condition.</p>			

FY 2012 JAG
City of Seattle Joint Application
BUDGET

A. Personnel

CITY OF SEATTLE

Name/Position	Computation			Cost
Crime Prevention Coordinator Salary (3 positions)	monthly salary	# of months	# of positions	
	\$5,895	12.25	3	\$ 216,641.00

TOTAL:	\$	216,641.00
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B. Fringe Benefits

CITY OF SEATTLE

Name/Position	Computation			Cost
Crime Prevention Coordinator Salary (3 positions)	monthly benefits	# of months	# of positions	
	\$2,323	12.25	3	\$ 85,370.00

TOTAL:	\$	85,370.00
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City of Seattle SubTotal:	\$	302,011.00
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G. Consultants/Contracts

CITY OF AUBURN:

	OT Rate	# of Hours	Cost
Teen Late Night Program Officer Overtime:	\$88	18	\$ 1,584.00
Citizen's Police Academy Officer Overtime:	\$88	65	\$ 5,720.00
Fireworks Emphasis Patrols Officer Overtime:	\$88	215	\$ 18,920.00
Auburn SubTotal:			\$ 26,226.00

CITY OF BELLEVUE:

Item	Computation	Cost
34 MC-3 Type III Rifle Plates for SWAT Vests	24 x \$600	\$ 14,400.00
Sales Tax (approximate)	9.5%	\$ 1,255.00
Bellevue SubTotal:		\$ 15,655.00

CITY OF BURIEN:

Item	Qty	Unit Cost	Cost
Rifles	5	\$ 1,126	\$ 5,630.00
Optics for Rifles	5	\$ 400	\$ 2,000.00
Simunition Rifle Conversion	3	\$ 315	\$ 945.00
Ammunition for Simunition Rifles	1	\$ 600	\$ 600.00
Breaching Tool - Halligan Tool	2	\$ 175	\$ 350.00
Breaching Tool - Door Ram	1	\$ 324	\$ 324.00
Breaching Tool - Sledge Hammer	1	\$ 50	\$ 50.00
Ballistic Shields	2	\$ 2,380	\$ 4,760.00
iPad 3 for surveillance camera monitoring	3	\$ 700	\$ 2,100.00
iPad Extreme Duty Military Case	3	\$ 70	\$ 210.00
Sharp TV monitors and mounts for trainings/presentations	2	\$ 1,300	\$ 2,600.00
Burien SubTotal:			\$ 19,569.00

CITY OF DES MOINES:

Item	Computation	Cost
Brother Mobile Solutions Printer- \$239.80 each	10 x 239.80	\$ 2,398.00
Honeywell Barcode Scanner Kit- \$229.00 each	11 x 229.00	\$ 2,519.00

FY 2012 JAG
City of Seattle Joint Application
BUDGET

Printer Mount, E-Ticket C-ARPB-110-\$185.00 each	9 x 185.00	\$	1,665.00
Universal Headrest Bracket- \$160.00 each	9 x 160.00	\$	1,440.00
USB Cable Kits- \$30.00 each	9 x 30	\$	270.00
BMS Perforated Rolled Paper Packs	25 x 41.25	\$	1,031.25
Shipping (Estimated)		\$	310.75
Sales Tax	8.60%	\$	802.00
Des Moines SubTotal:		\$	10,436.00

CITY OF FEDERAL WAY:

Item	Computation	Cost
Project 1		
Tasers	9 Each Vendor Estimate	\$ 9,000.00
Project 2		
UFED Software Upgrade	Vendor Quote	\$ 5,060.00
Misc Accessories		
Project 3		
Automated External Defibrillator (AED) Devices	24 Each Vendor Estimate	\$ 19,060.00
Project 4		
Electrostatic Dust Lifter	Vendor Estimate	\$ 900.00
Federal Way SubTotal:		\$ 34,020.00

CITY OF KENT:

Item	Computation	Cost
Corrections officer overtime (2012-2013)	\$43.09 x 148 hours	\$ 6,378.00
Corrections officer overtime (2014)	\$44.38 x 118 hours	\$ 5,235.00
Social security	\$11,613 x .0765	\$ 890.00
Retirement	\$11,613 x .06	\$ 700.00
Rifles with accessories	\$2,050/set x 9 sets	\$ 18,450.00
Bicycles for Bike Patrol (replacements)	\$2,410/bike x 3 bikes	\$ 7,230.00
Metal fabricator/range repair contractor TBD	\$13,000 for balance of estimated repairs	\$ 13,000.00
Kent SubTotal:		\$ 51,883.00

KING COUNTY

Name/Position	Computation	Cost
IT Developer - Salary		
Requirement Development	\$11474/mo * 4 mo * .7 FTE	\$ 32,127.00
Application Development	\$11474/mo * 7 mo * .79 FTE	\$ 63,451.00
Implementation	\$11474/mo * 1 mo * .71 FTE	\$ 8,147.00
IT Developer - Benefits		
Requirement Development	\$3825/mo * 4 mo * .7 FTE	\$ 10,710.00
Application Development	\$3825/mo * 7 mo * .79 FTE	\$ 21,152.00
Implementation	\$3825/mo * 1 mo * .71 FTE	\$ 2,779.00
King County SubTotal:		\$ 138,366.00

CITY OF RENTON:

Item	Computation	Cost
Domestic Violence Training and Conferences (Price will vary depending on training an location)	Location TBD	\$4,000.00

FY 2012 JAG
City of Seattle Joint Application

BUDGET

Honda Portable Generator with light	1 @ \$1545.00 ea.	\$1,545.00
	Sales Tax	\$151.41
Motorola MC75 Worldwide Enterprise Digital Assistant	1 @ \$3290.00 ea.	\$3,290.00
	Sales Tax	\$322.42
Trauma Kits (First Aid)	99 @ \$25.25 ea.	\$2,499.75
	Sales Tax	\$244.98
Coban Car Camera System	1 @ \$6000.00 ea.	\$6,000.00
	Sales Tax	\$588.00
Office supplies for Domestic Violence Advocate (pamphlets, brochures, education materials) (Items and price will vary depending on needs and items purchased)		\$3,564.44
Direct Victim Services (Items purchased vary depending on victims needs at the time)	Assistance for victims protection-relocation	\$8,000.00

Renton SubTotal:	\$30,206.00
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CITY OF SEATAC:

Item	Computation	Cost
Overtime	\$100 per hour x 60 hours	\$ 6,000.00
Installation of rifle racks	estimate \$75 per hour x 27 (patrol cars)	\$ 2,025.00
Vertical Gun Rack	\$210 x 27 (patrol cars)	\$ 5,670.00
Miscellaneous training supplies	estimate	\$ 87.00

SeaTac SubTotal:	\$ 13,782.00
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CITY OF SHORELINE:

Item	Computation	Cost
Handheld radar	5 radar units x \$1,987	\$ 9,935.00

Shoreline SubTotal:	\$ 9,935.00
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CITY OF TUKWILA:

Item	Computation	Cost
PD Evidence Software and Licenses	1 unit at \$5000.00 plus tax and licensing	\$ 5,800.00
PD Officer work-stations	5 units at \$500.00 plus tax and installation	\$ 3,000.00
Plotter for PD Crime Analysis	1 unit at \$2500.00 plus tax	\$ 2,800.00
PD Crisis Communication Unit - Equip & Supplies	2 tablets x \$700	\$ 1,400.00
	5 identifying apparel @ \$150 each	\$ 750.00
	5 work portfolios @ \$50 each	\$ 250.00
	Negotiator Field Supplies (estimate)	\$ 500.00
PD Incident Command Vehicle electronics upgrade	1 radio reprogramming @ \$500	\$ 1,000.00
	1 DVR Hard Drive @ \$500	\$ 500.00
PD Admin. Office - Mitel Conference phone and install.	1 unit at \$693 plus tax and installation	\$ 693.00

Tukwila SubTotal:	\$ 16,693.00
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GRAND TOTAL	\$ 668,782.00
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 FY 2012 JAG
 City of Seattle Joint Application
 BUDGET

BUDGET SUMMARY
Overall Summary

Budget Category	Total Budget
A. Personnel	\$ 216,641.00
B. Fringe Benefits	\$ 85,370.00
C. Travel	\$ -
D. Equipment	\$ -
E. Supplies	\$ -
F. Construction	\$ -
G. Contractual	\$ 366,771.00
H. Other	\$ -
Total Direct Costs:	\$ 668,782.00
TOTAL PROJECT COSTS:	\$ 668,782.00
TOTAL JOINT ALLOCATION:	\$ 668,782.00

**Edward Byrne Memorial
FY 2012 Justice Assistance (JAG) Grant Formula Program
Joint Application**

Budget Narrative

A. Personnel (\$216,641)

A request of \$220,950 is included for City of Seattle for salary costs associated with preservation of 3 Crime Prevention Coordinator Positions in the Seattle Police Department. This amount will pay for 12 months in 2012 and an additional 2 weeks in 2014.

B. Fringe Benefits (\$85,370)

A request of \$88,061 is included for City of Seattle for fringe benefit costs associated with preservation of 3 Crime Prevention Coordinator Positions in the Seattle Police Department. Fringe benefits are City of Seattle standard fringe benefits for civilian personnel, and include FICA, Health Care Medicare, Life Insurance, Retirement, Workers Comp, EAP, Disability Insurance, and Death Benefits, and are calculated at a rate of approximately 26% of base salary.

G. Consultants/Contracts (\$359,711)

As the fiscal agent, City of Seattle will enter into Interagency Agreements with all of the sub-agencies listed below. Sub-Agencies will be required to spend their funds, and then request reimbursement from City of Seattle. Therefore, we are listing all of the costs associated with their programs under Consultants/Contracts:

City of Auburn

A request of \$26,226 will cover Auburn Police Officer overtime costs associated with three programs requested by City of Auburn: Teen Late Night, Citizen's Police Academy, and Fireworks Emphasis Patrols. At an average overtime rate of \$88, approximately 298 hours of overtime will be worked.

City of Bellevue

A request of \$15,655 will cover costs related to the purchase of 24 rifle plates for SWAT vests in the Bellevue Police Department.

City of Burien

A request of \$19,569 will cover costs related to the purchase of Burien Police Officer Equipment to improve officer safety and make officers more effective in the field.

City of Des Moines

A request of \$10,436 will cover costs related to the purchase of equipment to support SECTOR Technology Completion & Implementation in Des Moines.

City of Federal Way

A request of \$34,020 is included to support 4 projects: \$9,000 is included to purchase 9 Tasers, \$5,060 for UFED software upgrades, \$19,060 to purchase 24 Automated Defibrillator Devices, and \$900 to purchase an Electrostatic Dust Lifter.

City of Kent

A request of \$13,203 is included for Corrections Officer Overtime in 2012, 2013, and 2014. Approximately 266 hours of overtime will be worked. Additionally a request of \$18,450 is included to purchase 9 sets of Rifles, \$7,230 to purchase 3 replacement bikes for Bike Patrol, and \$13,000 for repairs to the Kent Police Firing Range.

King County

RMS Employee Interface Project: \$138,366 is requested for an IT Developer to create RMS interfaces to provide DAJD employee access to RMS.

City of Renton

A request of \$4,000 is included for Domestic Violence Training and Conferences, \$8,000 for direct services to Domestic Violence victims, and \$18,206 for various equipment that directly supports police programs.

City of SeaTac

A request of \$13,782 is included for 60 hours of overtime and supplies and equipment to support Active Shooter Training and Equipment.

City of Shoreline

A request of \$9,935 is included to purchase 5 Radar Units for the Shoreline Police Department to catch speed violators as well as collision reduction due to speeding.

City of Tukwila

A request of \$16,693 is included to support the following equipment purchases: Tukwila Evidence Program Upgrade: \$5,800, Tukwila Neighborhood Resource Center Workstations: \$3,000, Crime Analysis Plotter: \$2,800, Crisis Communication Unit Equipment: \$2,900, Incident Command Vehicle Electronics Upgrade: \$1,500, and PD Administrative Office Conferencing: \$693

City of Des Moines

Project Name: SECTOR Technology Completion & Implementation

Project Cost: \$10,436

Project Description:

To upgrade the hardware and software technology in 9 patrol vehicles as well as in-station areas where paperwork is completed or to allow for the use of SECTOR. SECTOR a.k.a. Statewide Electronic Collision & Ticket Online Records system, is an automated, fully electronic process to replace current paper-based processes for the issuing of notice of infractions, citations, and collision reports. In addition to the equipment for the 9 patrol vehicles a spare printer will be purchased to ensure that equipment failure or servicing does not result in the need to place a vehicle out of service or to revert to handwritten reports.

Program Need: SECTOR technology is a statewide law enforcement program in Washington State. The full implementation of SECTOR is a technology improvement and efficiency program.

Program Activities for 4-Year Grant Period:

1. Installation of the necessary hardware and software in both vehicles and station areas.
2. Training of staff in use of SECTOR software and hardware.
3. Monitoring the use of SECTOR for time savings involved with the efficient use of the new technology.
4. Monitoring the use of SECTOR to increase the use of electronic completion and transmission of eligible notice of infractions, criminal citations, and collision reports.

Anticipated Coordination Efforts Involving JAG and Related Justice Funds: Not applicable to this project.

Project Objectives:

1. Equipment will be installed within 45 days of purchase and receipt. Likelihood of completion-HIGH
2. All employees eligible to use purchased equipment will be trained within 45 days of equipment being installed in their assigned vehicle. Likelihood of completion-HIGH
3. Time on traffic stops and collisions investigations will be reduced. Likelihood of completion-HIGH
4. 75% of eligible notice of infractions, criminal citations, and collisions will be completed and transmitted electronically once installed in all patrol vehicles. Likelihood of completion-HIGH

JAG Project Identifiers:

Computer software/hardware: With SECTOR, officers in the field, as well as in-station areas, will have the necessary technology to more efficiently complete their necessary paperwork electronically.

Officer Safety: Officer safety is positively impacted by the reduced time necessary for enforcement and collision investigation time. SECTOR allows officers to reduce the amount of time necessary to complete paperwork which allows for an increase in enforcement in areas which directly impact public safety.

Data Sharing/Linkage: SECTOR electronically transmits infraction, criminal citation, and collision data to responsible agencies in the State of WA to allow for the more efficient and timely sharing of information and data.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:

National Police Week

ATTACHMENTS:

1) Proclamation

FOR AGENDA OF: May 9, 2013
DEPT. OF ORIGIN: Police
DATE SUBMITTED: May 2, 2013
CLEARANCES:
 Legal N/A
 Finance N/A
 Marina N/A
 Parks, Recreation & Senior Services N/A
 Planning, Building & Public Works N/A
 Police COW
 Courts N/A
**APPROVED BY CITY MANAGER
FOR SUBMITTAL:** [Signature]

Purpose and Recommendation

The purpose of this agenda item is to observe National Police Week and Peace Officers' Memorial Day commemorating our current law enforcement officers as well as honoring those law enforcement officers who have made the ultimate sacrifice in serving their communities.

SUGGESTED MOTION:

"I move to approve the Proclamation commemorating law enforcement officers, past and present by recognizing the week of May 12th, 2013 as National Police Week and May 15th, 2013 as Peace Officers' Memorial Day."

Background

Fifty-one years ago, in 1962, President John F. Kennedy signed Public Law 87-726 designating May 15th as Peace Officers' Memorial Day, and the week in which May 15th falls as National Police Week. The law was amended by the Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322, signed by President Bill Clinton, directing that the flag of the United States be displayed at half-staff on all government buildings on May 15th each year. While the actual dates change from year to year, National Police Week is always a calendar week, beginning on Sunday, which includes May 15th.

Proclamation for National Police Week

Whereas, The Congress and President of the United States have designated May 15th as Peace Officers' Memorial Day, and the week in which May 15th falls as National Police Week; and

Whereas, the members of the law enforcement agency of the City of Des Moines play an essential role in safeguarding the rights and freedoms of the City of Des Moines; and

Whereas, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

Whereas, the men and women of the law enforcement agency of the City of Des Moines unceasingly provide a vital public service;

Now, therefore, I Mayor Dave Kaplan of the City of Des Moines, call upon the citizens of the City of Des Moines and upon all patriotic, civic and educational organizations to observe the week of May 12th, 2013, as Police Week with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of the City of Des Moines to observe Wednesday, May 15th, as Peace Officer' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Des Moines to be affixed.

SIGNED this 9th day of May, 2013.

MAYOR

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT:

Port of Seattle Part 150 Noise and Land Use
Compatibility Study Briefing

ATTACHMENTS:

1. PowerPoint Presentation
2. Original 1985 and Proposed Noise
Remedy Boundary Map

FOR AGENDA OF: May 9, 2013

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: May 2, 2013

CLEARANCES:

[] _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

Purpose

The purpose of this agenda item is to provide the City Council advanced information regarding the Part 150 Noise and Land Use Compatibility Study that the Port of Seattle has been conducting for the Seattle-Tacoma International Airport. Port staff will be at the May 9, 2013 City Council meeting to give a presentation to the City Council updating the status of the Study.

Seattle-Tacoma International Airport

Part 150 Update

Noise and Land Use Compatibility Study



Where a sustainable world is headed.™

What is a Part 150?

- Federal Aviation Regulation Part 150
- Opportunity for an airport to evaluate all of its noise programs and identify any incompatibilities
- Provides for extensive public involvement
- Any FAA approved mitigation options could become grant eligible at approximately 80%

Elements of the study

- Evaluate current and future forecasted noise contours
- Evaluate current noise reduction programs
- Encourage public involvement
- Determine what noise mitigation items are eligible under the FAA's guidelines
- Prepare a draft "Noise Compatibility Plan" that contains proposed noise reduction programs

Proposed Sound Insulation Programs

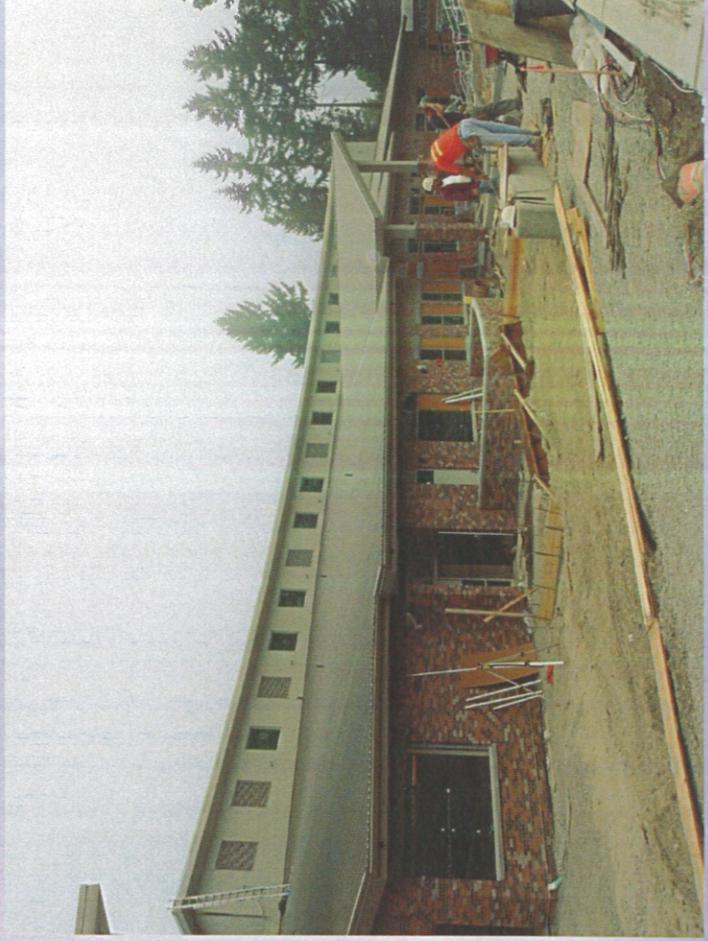
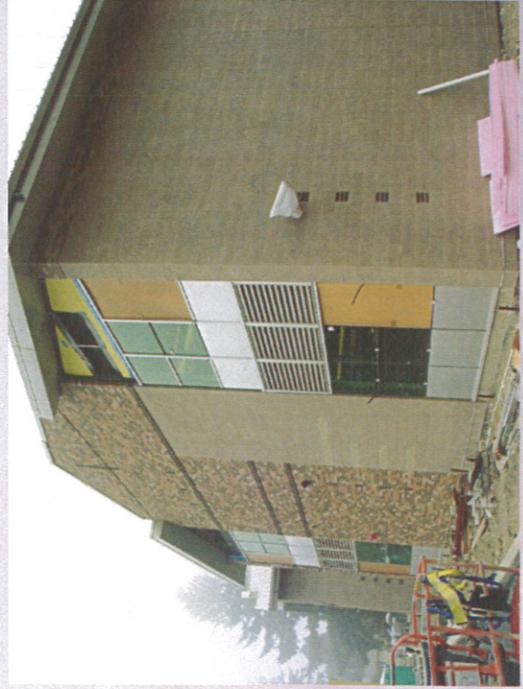
- Single Family Homes – Homes built prior to 12/3/86 in Des Moines and 9/6/87 in all other areas, within the new boundary, will remain eligible
- Evaluate sound levels in churches and determine program eligibility



School Insulation Programs



- Highline Community College
 - 13 buildings completed
 - 11 eligible buildings remaining
- Highline School District
 - 7 schools reconstructed
 - 8 remaining



Proposed Sound Insulation Programs

- Multi-family owner occupied sound insulation (condominiums)
- Pilot program for multi-family tenant occupied insulation (apartments)



Proposed Acquisition Programs

- Voluntary acquisition of residential homes within the South Approach Transition Zone (ATZ) for the 3rd runway



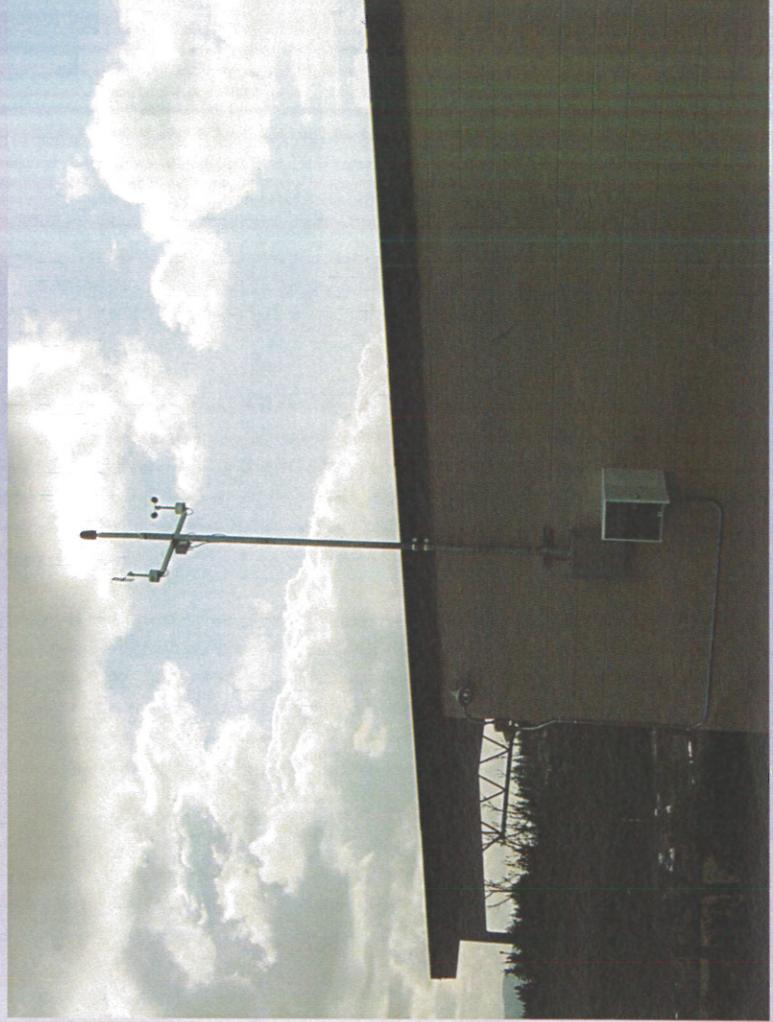
Mobile Homes on Private Lots

- Voluntary purchase of avigation easements on private lots with mobile homes, including removal of the mobile home.



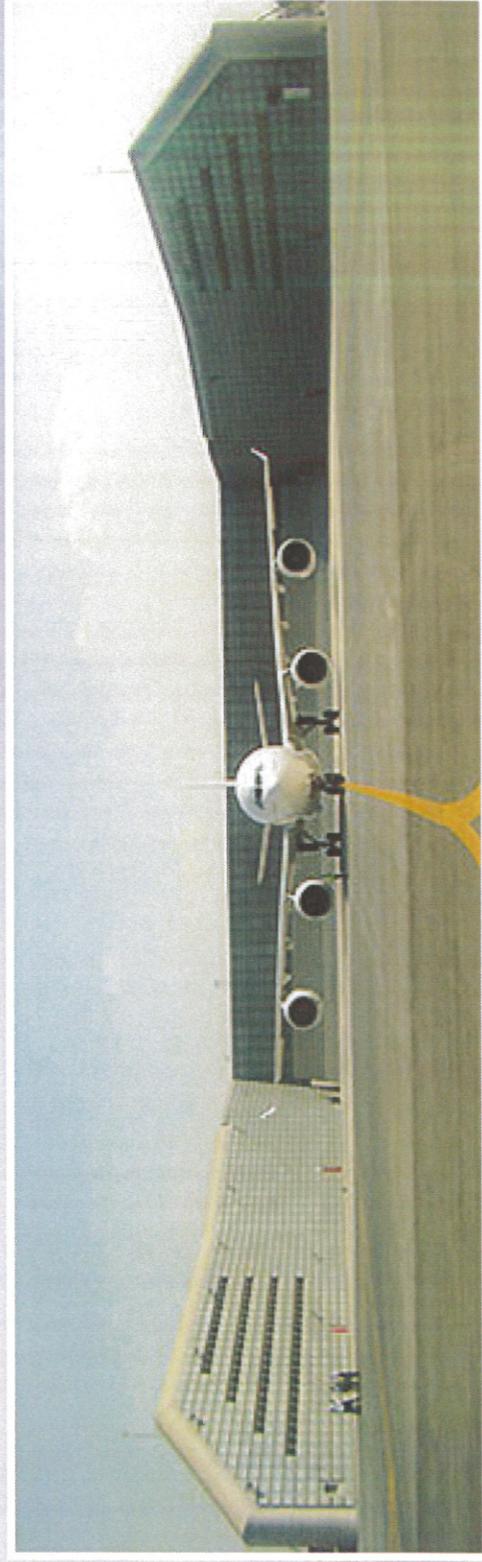
Continuing Programs With Some Modifications

- Fly Quiet Program modifications
- Noise Monitoring and Flight Tracking System upgrades



Ground Run-Up Enclosure

- A GRE is a term used for an enclosed, noise suppression, aircraft engine testing facility
- Typically consists of 3 walls that deflect jet blast
- A GRE could reduce noise by 15-20 dB
- Size would accommodate at least a Boeing 757 with a tug in operation or a 737-900 taxi operation



Public Comment Period

- Began April 15th and ends May 30th
- Documents available for public review
- May 15th – Public open house and official hearing
 - Cedarhurst Elementary in Burien from 6pm to 8pm
- 3 Port Commission meetings
 - to review and approve the Part 150 recommendations
- August – FAA issues Federal Register notice accepting the study and commencing 180-day review
- March 2014 – FAA issues Record of Approval (ROA)
(dates are approximate and subject to change)

Project Implementation

- Projects are dependent on:
 - FAA approval of each proposed mitigation item
 - Port Commission approval of proposed mitigation items
 - FAA Airport Improvement Program (AIP) grant funding availability (up to 80% of eligible costs)
 - Availability of Port of Seattle (airport) 20% or more matching funds
- Project implementation can begin:
 - After the FAA issues the Record of Approval
 - After the National Environmental Policy Act (NEPA) reviews are done if necessary
 - If an FAA grant is approved and received
 - Project specifics have been developed

All Formal Comments to the study need to be directed to:

- Email - SEApartment150comments@landrum-brown.com
- Fax - (513) 530-2201
- Mail: Rob Adams, Landrum & Brown
11279 Cornell Park Drive
Cincinnati, Ohio 45242

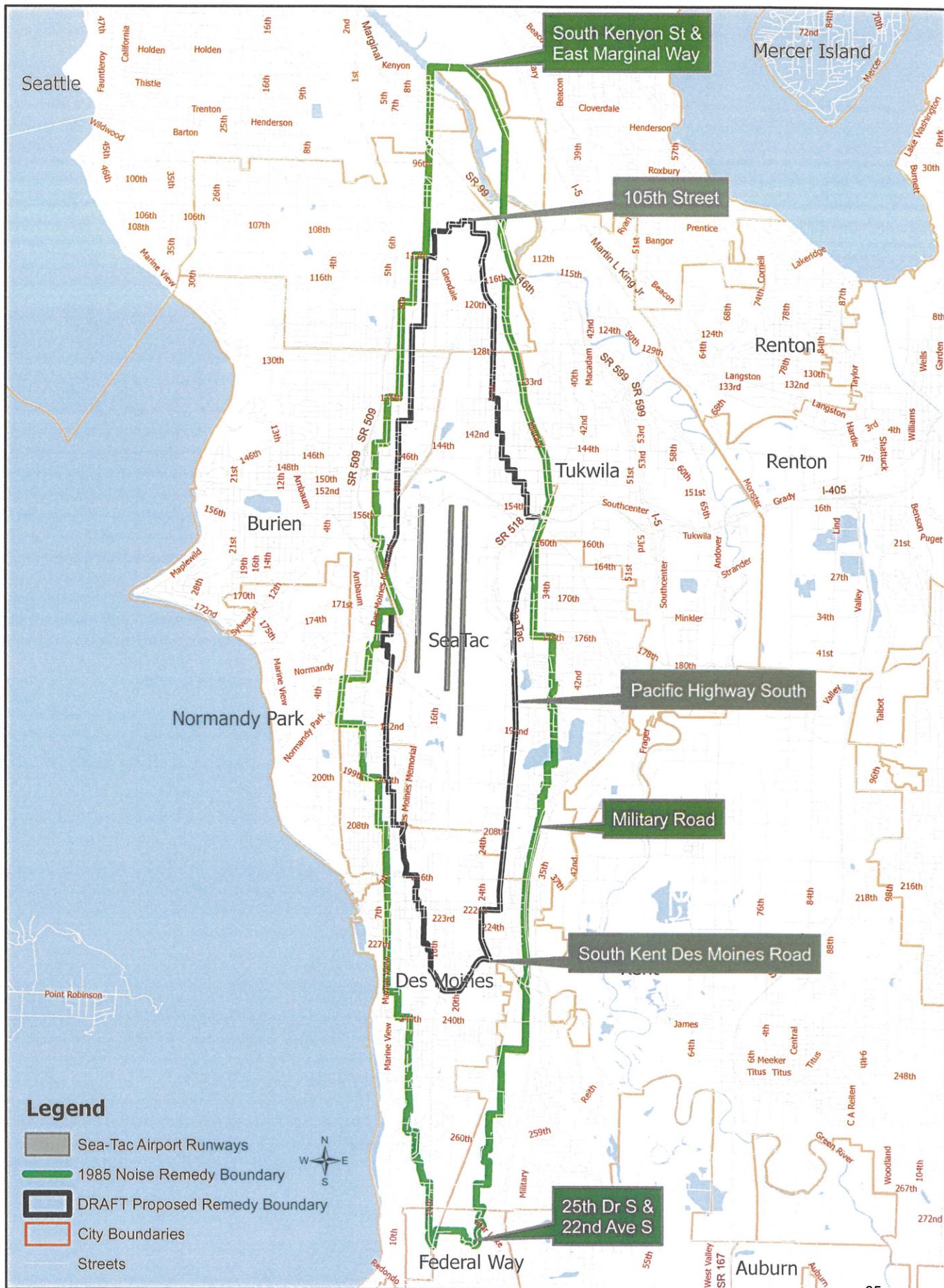
Website:

<http://www.airportsites.net/SEA-Part150/>



Port
of Seattle®
Where a sustainable world is headed.™

Original 1985 and Proposed Noise Remedy Boundary



A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Community Transformation Grant
(CTG-2)

ATTACHMENTS:

Draft Agreement with Seattle Children's Hospital regarding the adoption of Fitness Activity Standards for Parks, Recreation and Senior Services Before and After School Program

FOR AGENDA OF: May 9, 2013

DEPT. OF ORIGIN: Parks, Recreation and Senior Services

DATE SUBMITTED: May 1, 2013

CLEARANCES:

Legal JS

Finance NA

Marina NA

Parks, Recreation & Senior Services DBL

Planning, Building & Public Works DBL

Police NA

Courts NA

APPROVED BY CITY MANAGER
FOR SUBMITTAL: AS

Purpose and Recommendation

The purpose of this agenda item is to request City Council authorization to accept a Community Transformation Grant (CTG2) from the Centers for Disease Control and Prevention (CDC) that is being administrated through Seattle Children's Hospital.

Suggested Motion

Motion: "I move to approve the Draft Agreement between the City of Des Moines and Seattle Children's Hospital to accept \$47,720 Community Transformation Grant funds to develop physical activity standards and implement a pilot project for at City-operated before and after school programs and to authorize the City Manager to sign the Agreement substantially in the form as attached."

Background

The City of Des Moines recently applied to Seattle Children's Hospital, in partnership with Public Health - Seattle & King County (PHSKC) and the King County Healthy Coalition for funding under the Communities Transformation Grant (CTG2). The funds will be used to develop a pilot project for high

quality, culturally appropriate K-6th grade physical activity standards that align with the Washington State K-6 Health and Fitness Learning Standards to ensure that youth will maximize time being physically active during before and after school recreation programs.

Discussion

Des Moines' Parks, Recreation and Senior Services Department core programming includes Before and After School, School Break Camps, and Summer Camp KHAOS. These programs serve over 3,600 children annually and are designed to provide Des Moines area youth with a range of fun and meaningful experiences fostering health, fitness and personal growth in each child.

This grant will provide funding for a pilot project to develop new physical activity standards, train staff on the new standards to be implemented in City recreation programs and disseminate the new standards through multiple venues.

This work will be developed in partnership with Highline School District, South King County Health Initiative Partnership and Sea Mar Community Health Centers and will compliment Des Moines' nutritional guidelines and policies for city facilities and recreation programs completed in 2012 with CPPW HEAL funding.

The work would begin upon the signing of the Agreement and is to be completed by September 29, 2014.

Alternatives

Approve or do not approve the Agreement.

Financial Impact

The \$47,720 Community Transformation Grant funds pay for the consultant fees, program supplies and marketing materials for the sixteen month pilot program. No matching funds are required. The City's 2013 General Fund Budget would be amended to include the \$47,720 grant funds both as an expense and as revenue.

Recommendation or Conclusion

The Acting City Community Development Director and the Parks, Recreation and Senior Services Director recommend approval of the Community Transformation Grant between the City of Des Moines and Children's Hospital.

Subcontract Number
Subcontractor's Name

**SUBAWARD AGREEMENT
SEATTLE CHILDREN'S HOSPITAL
AND
CITY OF DES MOINES**

This Subaward Agreement (Subcontract) is entered into this 10th day of May 2013 by and between Seattle Children's Hospital, Seattle, Washington 98105, a Washington non-profit corporation (Seattle Children's) and City of Des Moines, Des Moines, Washington 98198, a municipal government (Subcontractor).

BACKGROUND

- A. Seattle Children's has been awarded that certain DHHS/CDC (CFDA 93.737) Grant titled "Transforming the Health of South King County to Reduce Regional Health Inequities", No. 1H75DP004595-01, dated September 30, 2012 (the Grant) whereby Seattle Children's has committed to work collaboratively on environment, program, and infrastructure change for obesity prevention and tobacco control.
- B. Subcontractor is a City that provides Parks, Recreation and Senior Services.
- C. Seattle Children's wants to engage Subcontractor to perform the work and provide the deliverables described more fully below, and Subcontractor is qualified to perform said work and provide said deliverables.
- D. In consideration of the mutual promises set forth below, the sufficiency of which is hereby agreed upon, Seattle Children's and Subcontractor agree to the following terms and conditions.

AGREEMENT

- 1. SCOPE OF WORK. Subcontractor will perform the work (Work) and provide the deliverables (Deliverables) described on the Scope of Work attached as Exhibit A (SOW) in accordance with the schedule, specifications and requirements set forth in the SOW.
- 2. PERSONNEL. Subcontractor will provide experienced and qualified personnel to perform the Work and provide the Deliverables. Subcontractor will be responsible for the performance of its personnel, including its employees, agents and subcontractors (collectively, "Personnel") under this Subcontract. Subcontractor may not subcontract the provision of any Work or Deliverables without the prior written consent of Seattle Children's.
- 3. PERFORMANCE PERIOD. The performance period of the Subcontract will extend from the 10th of May, 2013 through September 29, 2014, unless terminated earlier in accordance with Section 13 (the Termination Date).
- 4. COMPENSATION. Subcontractor agrees to accept as compensation in full for the Work and the Deliverables set forth in this Subcontract, the amounts described in the project budget set forth in Exhibit B (the Budget). Specifically, Seattle Children's will reimburse Subcontractor for properly submitted and undisputed Allowable Costs (as that term is defined in Section 4.1 below) set forth in the Budget, provided, however, that under no circumstances shall Seattle Children's reimburse Subcontractor in excess of Forty Seven Thousand Seven Hundred and Twenty (\$47,720.00) Dollars. No expenses, including without limitation otherwise Allowable Costs, incurred prior to the Effective Date or subsequent to the Termination Date will be reimbursed.

4.1 Allowable Costs. Subject to the maximum amount payable, set forth in Section 4 above, Allowable Costs shall include only those direct and indirect costs identified in the Budget and shall payable at the rate shown in the Budget; provided, however, that such direct and indirect costs are or were incurred in accordance with (a) Subcontractor's established policy and procedure; or (b) *OMB Circular A-87, State and Local Governments*, whichever is more restrictive.

5. PAYMENT TERMS. Subcontractor will submit invoices to Seattle Children's at least quarterly, but not more often than monthly. Each of Subcontractor's invoices shall be 1) in the format specified in the Budget and 2) shall be in sufficient detail to indicate clearly the amount and nature of Allowable Costs and 3) covered dates and must contain the 4) Subcontract number, and 5) certification as to truth and accuracy of invoice. All invoices must be submitted to Seattle Children's Financial Contact at the address set forth in Exhibit D.

5.1 Final Invoice. Subcontractor's final invoice shall be due no later than thirty (30) days following the Termination Date of this Subcontract and must be signed by the Subcontractor's Institutional Official and marked "Final" by the Subcontractor.

6. PRIOR APPROVAL. All requests, which require prior approval, must bear the signature of an authorized official of the business office of the grantee organization as well as the principal investigator or program or project director named on this notice of award. Any requests received that reflect only one signature will be returned to the grantee unprocessed. The request must be submitted by no later than 30 days prior to the effective date of the change. Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request.

Prior approval is required but is not limited to the following types of requests: 1) Lift funding restriction, withholding, or disallowance, 2) Redirection of funds, 3) Change in Key Personnel, 4) reduction in effort of key personnel by more than 25% of what was approved, 5) Liquidation Extensions (No Cost Extensions), or 6) Carryforward requests.

7. SEATTLE CHILDREN'S PRINCIPAL INVESTIGATOR. Seattle Children's Principal Investigator shall be Dr. Brian Saelens, PhD, who shall be Seattle Children's liaison with Subcontractor and who shall be responsible for monitoring and inspecting Subcontractor's performance under this Subcontract and approve the Work of the Subcontractor.
8. SUBCONTRACTOR'S PRINCIPAL INVESTIGATOR. The Subcontractor's Principal Investigator shall be _____, who shall be responsible for the Work and the Deliverables. No change of Subcontractor's Principal Investigator may be made without the prior written approval of Seattle Children's.

9. REPORTING.

9.1 Monthly Progress Phone Calls. For the duration of this Subcontract, Subcontractor will schedule monthly phone conference calls with the Seattle Children's Program Manager or the Public Health Content Expert, which shall be documented by a mutually agreed upon notes submitted to Seattle Children's Administrative Assistant within five (5) days following each conference.

9.2 Interim Progress Reports. Subcontractor shall produce reports on a quarterly basis with a reporting cycle of October 1- December 31; January 1 – March 31; April 1 – June; July 1 - September 30 in a format supplied by Seattle Children's. At minimum, each report shall (a) reference the Subcontract number and title of the grant and (b) include a summary of the activities undertaken. This will be due on the last day of each quarter.

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9.3 Annual Progress Report; Final Progress Report & Final Financial Report. Subcontractor shall produce annual and final progress reports no later than thirty (30) days following the Budget period ending September 30, 2013 and September 30, 2014. At minimum, these reports shall include: (a) a comparison of actual accomplishments to the goal established for the period; (b) the reasons for failure, if established goals were not met; and (c) other pertinent information including, when appropriate, analysis and explanation of deviation from expense categories greater than 25%.

10. CONFIDENTIALITY.

10.1 Definitions. As used in this Subcontract, Confidential Information shall mean all non-public information of either party, whether of a technical, business, administrative or other nature (including without limitation information relating to the technology, customers, patients, employees, affiliates, business plans, promotional and marketing activities, finances, trade secrets, know how and other business affairs of such party), that is disclosed or made available by one party (the Disclosing Party) to the other party (the Receiving Party) or that is otherwise learned by the Receiving Party in connection with the Work, Deliverables or other activities under this Subcontract, including the terms of this Subcontract. Without limiting the foregoing, Confidential Information includes all such information provided to each party by the other party both before and after the Effective Date of this Subcontract.

10.2 Use and Ownership of Confidential Information. The Receiving Party, except as expressly provided in this Subcontract, will not use or permit others to use the Confidential information, or disclose Confidential Information to anyone other than its directors, officers, employees, representatives, agents, and professional advisors/consultants who are subject to a separate obligation of confidentiality and who have a need to know the Confidential Information in connection with their responsibilities to the Receiving Party. The provisions of this Section 10.2 will not apply to any information that (a) is or becomes publicly available without breach of this Subcontract; (b) can be shown by documentation to have been known to the Receiving Party prior to its receipt from the Disclosing Party; (c) is rightfully received from a third party who did not acquire or disclose such information by a wrongful or tortious act; or (d) can be shown by documentation to have been developed by the Receiving Party without the use or disclosure of any Confidential Information.

10.3 Disclosure of Confidential Information. The Receiving Party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own Confidential Information of a similar nature. All Confidential Information will remain the exclusive property of the Disclosing Party, and the Receiving Party will have no rights, by license or otherwise, to use the Confidential Information except as expressly provided herein or as otherwise agreed to in writing by the parties. In the event of a breach of this Section or other compromise of the Disclosing Party's Confidential Information of which a party is or should be aware (whether or not resulting from a breach), the Receiving Party will promptly notify the Disclosing Party in a writing detailing all information known to such party about the breach or compromise, the Confidential Information affected, and the steps taken by such party to prevent the recurrence of such breach and to mitigate the risk to the other party.

10.4 Disclosures to Governmental Entities. If the Receiving Party becomes legally obligated to disclose Confidential Information by any governmental entity with jurisdiction over it, then when feasible the Receiving Party will provide the Disclosing Party with prompt written notice of such request or requirements so that the Disclosing Party may seek an appropriate protective order or other remedy, and/or choose (in the Disclosing Party's sole discretion) to waive the Receiving Party's compliance with the provisions of this Subcontract. Such notice must include, without limitation, identification of the information to be so disclosed and a copy of the order. In any event, Receiving Party will use best efforts to obtain assurances that confidential treatment will be accorded the Confidential Information disclosed.

Subcontract Number
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10.3 Return of Materials. On request and/or on termination of this Subcontract for any reason, the Receiving Party will return or destroy all Confidential Information of the Disclosing Party according to the Disclosing Party's instructions or relevant industry best practices if no instructions are provided. On the Disclosing Party's request, the Receiving Party will certify in writing that all such Confidential Information has been so returned or destroyed.

11. REPRESENTATIONS AND WARRANTIES.

11.1 Subcontractor's Representations and Warranties. Subcontractor represents and warrants to Seattle Children's that: (a) it will perform the Work and provide the Deliverables in a competent and professional manner in accordance with industry standards; (b) the Deliverables will conform to their specifications, documentation and as otherwise set forth in the applicable SOW.

11.2 Mutual Representations and Warranties. Each party represents and warrants that (a) it will comply with all applicable laws, rules, regulations and orders of any governmental authority in connection with its performance under this Subcontract, and (b) it has the necessary authority to enter into this Subcontract and carry out its obligations hereunder.

12. INDEMNIFICATION. Each party shall, at its own expense, indemnify, defend, and hold harmless the other, its directors officers, employees and agents from and against any losses, liability, damages, penalties, costs, fees, including without limitation reasonable attorney fees, or expenses from any claim or action, including without limitation for bodily injury or death, arising out of or in any way related to the negligent or intentional acts or omissions of the itself, its trustees, officers, employees, or agents.

13. TERMINATION.

13.1 Without Cause. Either Party may terminate this Subcontract on thirty (30) days' prior written notice, and upon receipt of such notice, Subcontractor may make no further commitments under the Subcontract and must take all reasonable actions to cancel outstanding obligations. If Seattle Children's terminates the Subcontract pursuant to this Section 13.1, Seattle Children's will be responsible for any portion of the compensation owed to Subcontractor for any Work performed or Deliverables provided through the termination date so long as such Work and Deliverables conform to the terms of this Subcontract.

13.2 With Cause. Either party may terminate this Subcontract for material breach or default of the other party on fifteen (15) days prior written notice to the breaching party. If the breaching party does not cure the material breach or default within the fifteen (15) days, this Subcontract will automatically terminate at such time.

14. NONDISCRIMINATION. By acceptance of this Subcontract, Subcontractor agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended, Title IX of the Education Amendments of 1972, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Age Discrimination Act of 1975, as amended, and the Americans with Disabilities Act of 1990.

15. RECORDS & RETENTION. All records pertaining to the activities performed under this Subcontract shall be retained by the recipient for a period of three (3) years in accordance with 45 CFR 74 or 92.

15.1 Financial records, supporting documents, statistical records, audit records and findings, and all other records pertinent to an award shall be retained for a period of three (3) years from the date of submission of the final expenditure report or, for awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. The only exceptions are the following:

15.1.1 If any litigation, claim, financial management review, or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

Subcontract Number
Subcontractor's Name

15.2 The retention period starts from the date of the submission of the Subcontractor's final invoice.

15.3 Subcontractor shall make such records available to Seattle Children's, the Center for Disease Control, the Comptroller General of the US, or any of their duly authorized representatives, for the purpose of making audits, examinations, excerpts and transcriptions.

16. INDEPENDENT CONTRACTOR. Seattle Children's and Subcontractor are independent contractors with respect to the Work performed and the Deliverables provided and received under this Subcontract. The provisions of this Subcontract will not be construed to establish any form of partnership, agency or other joint venture of any kind between Seattle Children's and Subcontractor, nor to constitute either party as the agent, employee or legal representative of the other. All persons furnished by either party to accomplish the intent of this Subcontract will be considered solely as the furnishing party's employees or agents and the furnishing party will be solely responsible for compliance with all laws, rules and regulations involving, among other things, employment of labor, hours of labor, working conditions, workers' compensation, payment of wages, and withholding and payment of all applicable taxes of any nature.
17. NO PUBLICITY. Neither party may use the other party's name or mark in any advertising, written sales promotion, press releases and/or other publicity matters relating to this Subcontract without the other party's prior written consent.
18. GOVERNING LAW. This Subcontract is governed exclusively by the laws of the State of Washington, excluding its conflicts of law rules. Exclusive venue for any action hereunder will lie in the state and federal courts located in Seattle, King County, Washington and both parties hereby submit to the jurisdiction of such courts.
19. ASSIGNMENT. Subcontractor may not assign or transfer this Subcontract, in whole or in part, without Seattle Children's prior written consent. Any assignment in contravention of this provision will be null and void. This Subcontract will be binding on all permitted assignees and successors in interest.
20. ENTIRE AGREEMENT/AMENDMENTS. This Subcontract, including all exhibits that are incorporated herein by reference, contains the entire agreement of the parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements and prior agreements related thereto are merged herein and superseded hereby (including any provision contained in any Subcontractor invoice, shipping document or other Subcontractor documentation that is different from or in addition to this Subcontract). The provisions of this Subcontract may not be amended except by an agreement in writing signed by authorized representatives of both parties referencing this Subcontract and stating their intention to amend this Subcontract.
21. NOTICES. Except as may be otherwise set forth herein, all notices, requests, demands and other communications hereunder will be in writing and will be deemed to have been duly given: (i) on the next day if delivered personally to such party; (ii) on the date three (3) days after mailing if mailed by registered or certified mail; or (iii) on the next day if delivered by courier. All notices will be sent to the Subcontractor's fiscal agent and the Contracts/Fiscal Administrator address in Attachment C, with a copy for notice of breach and/or termination only to:

Seattle Children's Hospital
Attn: General Counsel
4800 Sand Point Way NE
Seattle, WA 98105

Such addresses may be changed by notice given by one party to the other pursuant to this Section 23.

22. SEVERABILITY. If any provision of this Subcontract is invalid or unenforceable in any jurisdiction, the other provisions herein will remain in full force and effect in such jurisdiction and will be liberally construed to effectuate the purpose and intent of this Subcontract, and the invalidity or unenforceability of any provision of this Subcontract in any jurisdiction will not affect the validity or enforceability of any such provision in any other jurisdiction.
23. WAIVER OF BREACH. The waiver of any breach of any provision of this Subcontract will be effective only if in writing. No such waiver will operate or be construed as a waiver of any subsequent breach.
24. ORDER OF PRECEDENCE. To the extent the terms and conditions of this Subcontract conflict with the terms and conditions of an applicable SOW, this Subcontract will control.
25. INSURANCE. Each party shall provide professional and general liability coverage by either a policy or verification of applicable self-insured retention for their directors, officers, employees and agents in the minimum amount of One Million Dollars (\$1,000,00.00) per occurrence and Three Million Dollars (\$3,000,00.00) in the aggregate, agreed to by both parties, and to deliver a certificate or other evidence of such insurance to Seattle Children's upon request.
26. FEDERAL, STATE AND LOCAL TAXES. Except as may be otherwise provided in this Subcontract, the Subcontract price includes all applicable Federal, State and local taxes and duties.
27. GENERAL PROVISIONS.
- 27.1 Section 253 - Needle Exchange. Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
- 27.2 Section 218 - Gun Control Prohibition. None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.
28. DATA RIGHTS. Subrecipient grants to Prime Recipient the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award.
28. SURVIVAL. The terms and conditions of this Subcontract that by their sense and context are intended to survive termination hereof will so survive, including the following Sections: Confidentiality (Section 10), Indemnification (Section 12), Records & Retention (Section 15), Insurance (Section 25).

CERTIFICATIONS

The Certifications, attached hereto as Exhibit C, applies to this Subcontract.

Subcontract Number
Subcontractor's Name

Approved and Agreed:

SEATTLE CHILDREN'S
HOSPITAL

CONTRACTOR
AUTHORIZED OFFICIAL

By: _____
(name)

By: _____
(name)

(title)

(title)

EXHIBIT A - SCOPE OF WORK
(See Section 1)

EXHIBIT A – SCOPE OF WORK
(See Article 1)
City of Des Moines – Physical Activity Standards

Relevance of Service to the Project: City of Des Moines aims to develop high quality, culturally appropriate K-6 physical activity standards to ensure that youth will maximize time being physically active during before and after school recreation programs.

Related Program Goal/Strategic Direction: Increase access to healthy and safe physical environments

Method of Accountability: Designated City of Des Moines staff will meet with the Public Health – Seattle & King County project lead and Seattle Children’s staff on a monthly basis, or more frequently as needed, to review project status. The first monthly meeting will include developing a mutually agreed upon work plan to set deadlines and deliverables. Additionally, the City of Des Moines will participate in the CTG program evaluation and adhere to the reporting schedule described in Article 9.

Strategy: City of Des Moines aims to develop and implement high quality, culturally appropriate K-6 physical activity standards to ensure that youth will maximize time being physically active during city-sponsored before and after school recreation programs.

Outcome Objective 1: By September 29, 2014, increase the number of city planning departments that adopt healthy community planning strategies and actions from 0 to 5.

Reportable Milestone Activities & Deliverables

1. Project Formative Development

Develop initial work plan and project technical advisory group (TAC)

Deliverable: a) project workplan; b) TAC membership roster

2. Technical Assistance, Curriculum Development & Training Development

Provide technical assistance and training on best practices to select and implement high quality, culturally appropriate physical activity in before and after school programs.

Deliverable: Physical activity standards, adoption by Des Moines Parks, Recreation and Senior Services Department.

3. Mapping to State Health and Fitness Standards

Conduct review and write a report indicating how the new physical activity standards align with the Washington State K-6 Health and Fitness Learning Standards.

Deliverable: Mapping report completed

4. Staff Training

Train Before and After School Program Leaders on new physical activity standards.

Deliverables: a) Training conducted; b) Training video documentation for use across programs

5. Implement Curriculum

Implement high quality physical activity standards in Before and After School City-Sponsored Programs.

Deliverable: Implementation completed

6. Dissemination Plan

Disseminate new high quality, culturally appropriate physical activity standards through multiple venues including web, newsletter articles, parent handouts at school events, presentations to schools and community groups, and in person meetings (e.g. CTG cities, Highline Community Coalition, Healthy King County Coalition.

Deliverable: Share new physical activity standards via website, newsletters, presentations, and meetings

All deliverables described above will be completed by September 29, 2014.

EXHIBIT B - BUDGET
(See Sections 4 and 5)

Subcontractor may not deviate significantly (25%) from the major line items of this budget unless specifically approved in advance by the Seattle Children's Financial Contact as set forth in Exhibit D.

Salaries	\$ _____
Employee Benefits	\$ _____
Equipment	\$ _____
Travel	\$ _____
Supplies	\$ _____
Other Direct Costs	\$ _____
Total Direct Costs	\$ _____
Indirect Cost Base	\$ _____
Indirect Cost (0% of MTDC*)	\$ _____
GRAND TOTAL	\$ <u>47,720</u>

* Not to exceed approved Federal negotiated rate.

Notes: Insert % effort or calendar months of all key personnel for project period; ex: Dr. XXX will commit 0 calendar months for the period of XX/XX/XXXX – XX/XX/XXXX.

EXHIBIT C - CERTIFICATIONS

By signing the Subaward Agreement, the authorized official of Subcontractor certifies, to the best of his/her knowledge and belief that:

1. CERTIFICATION REGARDING LOBBYING

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subcontractor shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", to the Prime Recipient.

3) The Subcontractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractor shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS. By execution of this Subcontract, Subcontractor certifies to Seattle Children's that it is not delinquent on any Federal debt pursuant to OMB Circular A-129, and that it or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency pursuant to government-wide regulations (E.O.s 12549 and 12689). In addition, by execution of this Subcontract, Subcontractor agrees that it will comply with the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended, when the estimated cost of the Subcontract exceeds \$100,000. Violations will be reported to Seattle Children's, the Center for Disease Control, and the Regional Office of EPA.

3. OMB CIRCULAR A-133 ASSURANCE Subcontractor certifies Prime Recipient that it complies with A-133 and that it will notify Prime Recipient of completion of required audits and of any adverse findings which impact this Subaward.

4. CONFLICT OF INTEREST. Subcontractor certifies that it has implemented and is enforcing a written policy for conflicts of interest consistent with the provision of 42 CFR Part 50, Subpart F & 45 CFR Subtitle A, Part 94 and that at this time there is no conflict of interest as defined by these regulation in connection with this award. If a conflict is identified by the Subcontractor during the period of the award under this Subcontract, the Subcontractor will report to the Seattle Children's Financial Contact at the address set forth in Exhibit D, the existence of the conflict, including the grant title, principal investigator name and the specific method the Subcontractor adopt for addressing the conflict (managing, reducing or eliminating it) within sixty (60) days of identification of the conflict of interest. The Subcontractor will rely on Seattle Children's to report the existence of the conflict to the Center for Disease Control.

