

April 5, 2011

**INTERAGENCY AGREEMENT****All Hazards Alert Broadcast (AHAB) Warning System for the City of Westport**

Washington State Military Department  
 Camp Murray, Building #20, M.S. TA-20  
 Tacoma, WA 98430-5122  
 (253) 512-7075 FAX: (253) 512-7207  
 Contact: Dave Nelson  
[d.nelson@emd.wa.gov](mailto:d.nelson@emd.wa.gov)

AND

City of Westport  
 740 North Montesano Street  
 Westport, Washington 98595  
 (360) 268-0131 FAX: (360) 268-0921  
 Contact: Randy Lewis  
[cityadmn@techline.com](mailto:cityadmn@techline.com)

Maximum Amount: \$0      Beginning Date: May 1, 2011      Expiration Date: April 30, 2016

**INTRODUCTION:** The Washington State Military Department, Emergency Management Division (EMD), through the Earthquake Program provides public awareness and education in regards to preparing for and surviving a natural or man-made disaster event. The Earthquake Program, through the availability of \$53,500 federal funds will purchase and install an All Hazards Alert Broadcast (AHAB) Warning System that provides both tone and voice alert and notification devices for any hazardous situation. This system will be placed in the City of Westport. Federal Signal is the sole source vendor that has designed and developed the AHAB Warning System. This state-of-the-art outdoor warning system that will notify those within hearing distance of the sirens of a natural or man-made disaster. The total price of the system, with tax, is \$53,500 to be paid to Federal Signal. Funding Source: NA08NWS4670029. The City of Westport hereinafter is referred to as the Contractor.

**The Contractor Agrees To:**

- 1) Coordinate the installation of the All Hazards Alert Broadcast (AHAB) Warning System at the following location:
  - Intersection of Surf Street and W Newell inside Pump 4 Compound. LAT/LONG entered after siting meeting.
- 2) Upon satisfactory installation, the siren will become the property of the Contractor which will be required to provide 110 AC power to siren but not hooked-up until the system has been installed on the pole. Continued monthly AC power usage charges will be required. Battery replacement will additionally become a responsibility of the Contractor.
- 3) Upon satisfactory installation, assume responsibility for physical security of the siren, for coordination of the restoration of electrical power to the siren, routine testing of the siren via local radio network, prompt reporting of any routine testing problems to EMD, and weed control within a 10 foot radius of the siren if applicable.
- 4) Issue a key to EMD Telecommunications section to allow them access to the compound for times City of Westport employees are unavailable to open the compound for needed work.
- 5) Agrees that the dual control siren will be activated by either the state or the contractor. The contractor agrees to use the siren for only routine testing and real emergency incidents. The contractor activates the siren with their local radio system and controller. The contractor authorizes EMD to transmit a Tsunami Warning EAS message using the satellite control system installed in the State EOC to activate the siren after receiving a Tsunami Warning alert from the National Weather Service that is expected to affect the Washington State coast.
- 6) The tsunami warning message will read: "THIS IS NOT A TEST. A TSUNAMI WARNING HAS BEEN ISSUED FOR THE COASTAL AREAS OF WASHINGTON. A TSUNAMI CAN CAUSE DANGEROUS

FLOODING. IF YOU ARE IN A LOW COASTAL AREA YOU ARE AT RISK AND MUST MOVE TO HIGHER GROUND OR INLAND NOW. DO NOT RETURN UNTIL DIRECTED TO DO SO. CLOSELY MONITOR LOCAL RADIO STATIONS FOR ADDITIONAL INFORMATION. THIS IS NOT A TEST. A TSUNAMI WARNING HAS BEEN ISSUED FOR THE COASTAL AREAS OF WASHINGTON. MOVE TO HIGHER GROUND OR INLAND NOW."

**The Military Department Agrees To:**

- 1) Purchase the system from Federal Signal for \$53,500, and within 30 days of the satisfactory installation of the above referenced warning system pay Federal Signal.
- 2) Provide all maintenance and parts to the controller box and satellite system. EMD agrees to stock and maintain the standard repair components as suggested by the manufacturer to expedite repairs.
- 3) Send out daily status report to Contractor. Routinely test the siren with the satellite control system, automatically monitor alarms, silent test the siren, immediately report any intrusions to the Contractors Primary Law Enforcement agency, troubleshoot and repair any siren malfunctions as rapidly as possible.
- 4) EMD's Telecommunications section will schedule trained and certified siren technicians to troubleshoot and to affect repairs. Contractor will be kept informed of all actions taken to repair.
- 5) EMD agrees to maintain and fund the satellite access contracts with appropriate satellite providers.

This Statement of Work and the General Terms located on page 3 govern the rights and obligations of the parties to this contract. In the event of any ambiguity, this agreement will follow and abide by the standard terms, conditions and assurances as indicated by the funding source identified above.

**IN WITNESS THEREOF**, the parties hereto have executed this agreement on the day and year last specified below.

BY: James M. Mullen 5-11-11  
James M. Mullen, Director Date  
Emergency Management Division  
Washington State Military Department

BY: Michael Bruce 5-4-11  
Michael Bruce, Mayor Date  
City of Westport

TIN# 91-6001292

## GENERAL TERMS

1) ALL WRITINGS CONTAINED HEREIN

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

2) INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

3) ADVANCE PAYMENTS PROHIBITED: No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the Department.4) CHANGES AND MODIFICATIONS: Any such changes that are *mutually agreed upon* by the parties to this contract or grant shall be incorporated herein by written amendment to this agreement. Any oral understanding or agreements not incorporated herein, shall not be binding.5) RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

6) DISPUTES -- Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the Department, a representative appointed by the Contractor, and a third party mutually agreed upon by both parties. The team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.7) HOLD HARMLESS: The Contractor agrees to defend, hold harmless, and indemnify the State of Washington and the Military Department, their officers, agents, employees, and assigns against any and all damages or claims from damages resulting or allegedly resulting from the Contractor's performance or activities hereunder.8) GOVERNING LAW AND VENUE: This contract shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County. The Contractor, by execution of this contract, acknowledges the jurisdiction of the courts of Washington in this matter.

9) TERMINATION

- a) If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract or if the Contractor shall violate any of its covenants, agreements, or stipulations of this contract, the Department shall thereupon have the right to terminate this contract and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the Contractor describing such default or violation.
- b) Notwithstanding any provisions of this contract, either party may terminate this contract by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.
- c) The Department may unilaterally terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this contract.
- d) Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination

10) LOSS OF FUNDING: In the event funding from state or federal sources is withdrawn, reduced, or limited in any way after the effective date of the agreement, the Military Department may terminate the agreement under the "Termination" clause.

11) ASSIGNMENT

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

12) WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

13) SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

## AHAB SITE SURVEY INFORMATION TEMPLATE

### Receiving Jurisdiction Responsibilities

#### DETAILED INSTRUCTIONS:

##### **Choosing an Installation Location**

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

##### **Documenting Installation Location:**

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

##### **Marking Installation Location**

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

##### **Requesting Underground Utility Check**

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

##### **What happens next:**

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

**ENVIRONMENTAL AND HISTORICAL PRESERVATION (EHP)  
COMPLIANCE TEMPLATE**  
**Receiving Jurisdiction Responsibilities**

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

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

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

## Request for Taxpayer Identification Number and Certification

Give form to the  
 requester. Do not  
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>City of Westport</b>	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- <input type="checkbox"/> Exempt payee <input checked="" type="checkbox"/> Other (see instructions) ▶ <b>Municipality</b>	
	Address (number, street, and apt. or suite no.) <b>P O Box 505, 740 N Montesano St</b>	Requester's name and address (optional)
	City, state, and ZIP code <b>Westport, WA 98595</b>	
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
91	6001291

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>3-4-11</b>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form**

NAME City of Westport		Doing business as (DBA)	
ADDRESS – P O Box 505 740 North Montesano Street Westport, WA 98595	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI) 148-000-199	Federal Employer Tax Identification #: 91-6001292
This certification is submitted as part of a request to contract.			

**Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

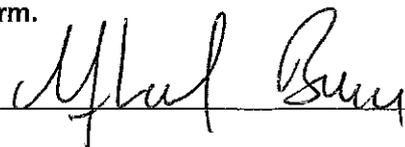
**READ CAREFULLY BEFORE SIGNING THE CERTIFICATION.** Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in 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 prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: \_\_\_\_\_



Date: \_\_\_\_\_

5-4-11

Print Name and Title: \_\_\_\_\_

## **FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION**

### **(FREQUENTLY ASKED QUESTIONS)**

#### **What is “Debarment, Suspension, Ineligibility, and Voluntary Exclusion”?**

These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:

- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

#### **Why am I required to sign this certification?**

You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

#### **What is Executive Order 12549?**

Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

#### **What is the purpose of this certification?**

The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

#### **What does the word “proposal” mean when referred to in this certification?**

Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

#### **What or who is a “lower tier participant”?**

Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

#### **What is a covered transaction when referred to in this certification?**

Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

### **Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision**

**Debarment Certification.** The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.