AM No. 10-036 (C5)

MEMO TO: City Council

FROM: John Marchione, Mayor

DATE: March 2, 2010

SUBJECT: **APPROVAL OF ENERGY EFFICIENCY THROUGH TRANSPORTATION PLANNING GRANT AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF COMMERCE IN THE AMOUNT OF $66,900 FOR AN UPDATE TO THE ENERGY, CLIMATE CHANGE, AND SUSTAINABILITY POLICIES IN THE COMPREHENSIVE PLAN**

I. RECOMMENDED ACTION

Authorize the Mayor to execute an agreement between the Washington State Department of Commerce and the City of Redmond to update energy, climate change and sustainability policies in the City's Comprehensive Plan; analyze energy and greenhouse gas emissions of the Transportation Master Plan; and increase awareness of energy and greenhouse gas emission impacts of various travel modes.

II. DEPARTMENT CONTACT PERSONS

Rob Odle, Director, Planning and Community Development, 425-556-2417
Erika Vandenbrande, TDM Programs Manager, 425-556-2457
Cathy Beam, Principal Environmental Planner, 425-556-2429

III. DESCRIPTION/BACKGROUND

The City of Redmond was selected by the Washington State Department of Commerce to receive a competitive $66,900 Energy Efficiency through Transportation Planning grant. The grant will allow us to:

- Update and integrate Comprehensive Plan energy and sustainability policies
- Include energy and greenhouse gas emission impact analysis for the 2010-11 Transportation Master Plan update
- Provide residential outreach, education and incentives to increase awareness of energy and greenhouse gas impacts of different travel modes.

The contract would run from March 2010 through April 30, 2012.

IV. IMPACT

A. **Service Delivery:** Approval of this agreement will result in the ability to further Redmond's Green Initiative energy and sustainability policies, analysis and implementation activities.

B. **Fiscal:** The grant would increase the resources available to the City to further its Green Initiative activities by $66,900. Staff intends to include authority for expenditure of these grant proceeds with a budget amendment later in the year.

V. ALTERNATIVES TO STAFF RECOMMENDATION

A. **Do not approve the agreement:** The City can choose not to receive the funds and use 100 percent City funds for the policy, planning, and implementation activities.

VI. TIME CONSTRAINTS

The City must finalize the contract by the end of March 2010 to continue to be eligible to receive the full grant amount.

VII. LIST OF ATTACHMENTS

Attachment A: Agreement between Washington State Department of Commerce and the City of Redmond

/s/ 2/18/2010
Robert G. Odle, Planning Director Date

Approved for Council Agenda: /s/ 2/19/2010
John Marchione, Mayor Date

Department of Commerce
Innovation is in our nature.

ARRA / Energy Efficiency and Conservation Block Grant (EECBG) / Non-Construction

Interagency Agreement with

The City of Redmond

through

The Washington State Department of Commerce
Energy Policy Division

To update the Redmond Comprehensive Plan land use and transportation elements to include energy, climate change and sustainability policies.

Under the American Recovery and Reinvestment Act (ARRA) of 2009

Start date: March 1, 2010

This project/contract is funded in whole or in part by funds made available through the American Recovery and Reinvestment Act.

RECOVERY.GOV

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FACE SHEET

Agreement Number: F1052110-010

Washington State Department of Commerce, Energy Policy Division
City of Redmond Comprehensive Plan Sustainaiblity Update
Federal USDOE Agreement No. DE-EE0000849

1. Contractor	**2. Contractor Doing Business As (optional)**
City of Redmond PO Box 97010 MS CHPL 15670 NE 85th Street Redmond, Washington 98073	Same as Contractor

3. Contractor Representative		**4. COMMERCE Representatives**	
PROGRAM	**CONTRACT**	**PROGRAM**	**CONTRACT**
Erika Vandenbrande TDM Programs Manager 425.556.2457 evandenbrande@redmond.gov	Karen Nolz Business Operations Manager 425.556.2444 knolz@redmond.gov	Anne Fritzel Senior Planner, Growth Management Services 360.725.3064 Anne.Fritzel@commerce.wa.gov	Judy Hartman Energy Policy Specialist PO Box 43173 Olympia, WA 98504 360.325.3115 Judy.Hartman@commerce.wa.gov

5. Agreement Amount	**6. Funding Source**	**7. Start Date**	**8. End Date**
$66,900	**Federal:** ☒ **State:** ☐ **Other:** ☐ **N/A:** ☐	2/1/2010	4/30/2012

9. Federal Funds (as applicable)	**Federal Agency**	**CFDA Number**
$66,900	US Department of Energy	81.128

10. Tax ID #	**11. SWV #**	**12. UBI #**	**13. DUNS #**
916001492	0003729-00	176 000 016	228-298-99

14. Purpose:

The City of Redmond will update the Redmond Comprehensive Plan land use and transportation elements to include energy, climate change and sustainability policies.

COMMERCE, defined as the Department of Commerce, and the Contractor or its successor agency, as defined above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Statement of Work and Task Schedule, Attachment "B" – Budget Sheet, Attachment "C" – Additional Provisions under the American Recovery and Reinvestment Act of 2009 and the Energy Efficiency Conservation Block Grant Program (EECBG), and Attachment "D" - 10/7/09 OMB Memo on ACORN.

FOR CONTRACTOR	**FOR COMMERCE**
_____ Signature	_____ **Tony Usibelli, Assistant Director**
_____ Date	_____ Date
	TEMPLATE APPROVED AS TO FORM **Alice Blado, Assistant Attorney General, 02/10/2010**

1. ACKNOWLEDGEMENT OF FEDERAL FUNDING

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Agreement, shall contain the following acknowledgement and the disclaimer from Section 12 of these Special Terms and Conditions.:

> "Acknowledgement: This project is funded in whole or in part by funds made available through the American Recovery and Reinvestment Act (ARRA). This funding was awarded by the US Department of Energy through the Energy Policy Division of the Washington State Department of Commerce under Energy Efficiency and Conservation Block Grant No.DE-EE0000849."

COMMERCE, as a recipient of American Recovery and Reinvestment Act (hereinafter "Act") funds, is legally obligated to meet accountability and reporting requirements under the Act. The state of Washington or the federal funding source may also identify additional requirements or other changes in requirements. Such requirements may be in statute, regulation, policy, or procedure. COMMERCE is responsible for incorporating these requirements into the performance of this Agreement. Although all requirements have not yet been identified, please expect additional reporting requirements, to include, but not limited to, performance outcomes such as created or retained jobs.

2. AGREEMENT MANAGEMENT

The Contract Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Representative for COMMERCE and their contact information is identified on the Face Sheet of this Agreement.

The Contract Representative for the Contractor and their contact information is identified on the Face Sheet of this Agreement.

3. COMPENSATION

COMMERCE shall pay an amount **not to exceed $66,900** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Contractor's compensation for services rendered shall be based on the following rates or in accordance with Attachment B – Budget.

COMMERCE and Contractor may adjust amounts in the budget categories by 10% or less without a formal contract amendment by written mutual agreement by both parties. Written approval shall be through the following method: 1) Written request to COMMERCE from the Contractor by email of the proposed variation, 2) Review of the request by Commerce, and 3) Written determination (approval/rejection) by the COMMERCE Contract Representative to the Contractor.

The federal Office of Management and Budget has issued a 10/7/09 Memorandum restricting any "obligation or award" to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, or allied organizations. A copy of this Memorandum is marked as Attachment D and is both incorporated by reference and attached to this agreement. This Memorandum requires that no federal funding be awarded through this contract or through any sub-grants, subcontracts, or other sub-recipient arrangements.

List detail of compensation to be paid, e.g., hourly rates, number of hours per task, unit prices, cost per task, cost per deliverable, etc. or reference documents that specify Contractor's compensation and payment, e.g., Contractor's compensation for services rendered shall be based on the schedule set forth in Attachment A - Statement of Work and Attachment B - Budget.

This project/contract is funded in whole or in part by funds made available through the American Recovery and Reinvestment Act (ARRA) and State Recovery Act reporting requirements apply.

ARRA/EECGB Federal Funding requires USDOE approval of subcontracts and their supported activities. No funds shall be expended on this contract or subcontract activity until Commerce notifies Contractor of receipt of approval from DOE. Commerce does not guarantee or assume any obligation to reimburse costs incurred by the recipient or subcontractor for these activities until approval is provided in writing by Commerce. Upon written approval of Contractor by Commerce, Contractor may receive reimbursement for allowable costs incurred in accordance with the payment provisions contained in this agreement.

4. EXPENSES – *If allowed*

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed the line item amount specified in Attachment B - budget, which amount is included in the Agreement total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

5. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Contract Representative for COMMERCE no more than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Agreement reference number **F1052110-010**.

If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of $50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Agreement or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Match/Final Retainage [Pick One as Applicable]

COMMERCE shall withhold 10 percent from each payment until Commerce has accepted the final report (or completion of the project, etc.) deliverable AND valid documentation to demonstrate that Match as indicated in Attachment B – Budget has been applied to the project.

OR

Valid documentation for Match as required in the original proposal of **$181,310** has been submitted to and accepted by Commerce; therefore, the Match requirement has been met.

6. FISCAL MANAGEMENT

Contractor shall have a budgeting, accounting, and reporting system that meet the standards of WA State Chapter 43.88 RCW – Fiscal Management and USDOE CFR Title 10 Part 600 – Financial Assistance Rules demonstrating good internal control policies, procedures and practices.

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

7. MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE

Contractor is encouraged to consider Minority and Women Business Enterprises (M/WBE) when posting bids/solicitations for competitive awards and at a minimum and if available, at least one W/MBE should be considered.

To post a solicitation at the WA State Office of Minority and Women Owned Business Enterprise (OMWBE), contact Jean Wheat at jwheat@omwbe.wa.gov and copy cynthiac@omwbe.wa.gov. or call 360-704-1181.

The Office of Minority and Women Owned Business Enterprise also maintains a Directory of OMWBE certified firms - http://www.omwbe.wa.gov/opportunities/index.shtml

8. REPORTING

All sub-recipients and their partners, contractors and/or vendors are responsible for reporting pursuant to Section 1512 of the American Recovery and Reinvestment Act of 2009. Commerce, as a prime recipient of Recovery Act funds, must comply with the Recovery Act's extensive reporting requirements, including quarterly financial and programmatic reporting. Commerce will require quarterly reports from its Sub-recipients in order to fulfill its obligation. The Sub-recipient receiving Recovery Act funds may expect that a standard form(s) and/or reporting mechanism will be made available to help streamline the process. The Sub-recipient agrees to provide to Commerce all reports, documentation, or other information, as may be required to meet reporting obligations under the Recovery Act. The Sub-recipient's receipt of funds is contingent on meeting the Section 1512 reporting requirements.

Additional instructions and guidance regarding the required reporting will be provided as they become available. For planning purposes, however, Sub-recipients receiving Recovery Act funds should be aware of the current Recovery Act section 1512(c) requirements.

Sub-recipient Reports: Not later than five days after the end of each calendar quarter (January 5, April 5, July 5, and October 5, etc., throughout the contract period), each sub-recipient that received recovery funds from a Federal agency shall submit a report to Commerce via email that contains:

- Financial data
- Sub-recipient (and if applicable, vendor) FTEs: jobs created or retained reported as single number; jobs directly funded by Recovery Act
- Project activity milestones (based on sub-recipient scope of work)
- Energy savings on a per dollar invested basis
- Energy saved (kwh, therms, gallons, BTUs, etc.)
- Renewable energy capacity installed
- Greenhouse gas emissions reduced

- Funds leveraged
- Data related to vendors paid more than $25,000 in a single purchase
- Key metrics that will vary by project type per DOE guidance

For questions contact Meg O'Leary at (360) 725-3121

9. SITE VISITS

COMMERCE and DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Grantee must provide, and must require its sub-awardees to provide reasonable access to facilities, office space, resources, and safety and convenience of the government representatives in the performance of their duties.

All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

10. RECORDS MAINTENANCE and AUDITS

The parties to this contract 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 services described herein. These records shall be subject to inspection, reasonable access to 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 must be retained for six years after termination of this Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access to and the right to examine any of these materials.

11. INSURANCE

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect COMMERCE should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Contractor or Subcontractor, or agents of either, while performing under the terms of this Agreement.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Contractor shall submit to COMMERCE within fifteen (15) calendar days of the Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Agreement, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Agreement, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Agreement activity but no less than $1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Automobile Liability. In the event that performance pursuant to this Agreement involves the use of vehicles, owned or operated by the Contractor or its Subcontractor, automobile liability

insurance shall be required. The minimum limit for automobile liability is $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Contractor shall maintain Professional Liability or Errors and Omissions Insurance. The Contractor shall maintain minimum limits of no less than $1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

A. The amount of fidelity coverage secured pursuant to this Agreement shall be $100,000 or the highest of planned reimbursement for the Agreement period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.

B. Subcontractors that receive $10,000 or more per year in funding through this Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Contractor as beneficiary.

C. The Contractor shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

Additional Provisions:

The above insurance policy shall include the following provisions:

1. Additional Insured. The state of Washington, COMMERCE, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

2. Identification. The policy must reference COMMERCE's Agreement number and the State agency name.

3. Insurance Carrier Rating. All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by COMMERCE's Risk Manager, or the Risk Manager for the state of Washington, before the Agreement is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

4. Excess Coverage. By requiring insurance herein, COMMERCE does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to COMMERCE in this Agreement.

Local Government Contractors that Participate in a Self-Insurance Program

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Contractor may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Contractor shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted

Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Contractor's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Contractor shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under Contractor's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

12. PUBLICATIONS

a. Contactor is encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

b. The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Agreement, shall contain the acknowledgment of federal funding from Section 1 of these Special Terms and Conditions and the following disclaimer.

> Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

13. ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment C – Additional Provisions under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, and the Energy Efficiency Conservation Block Grant Program (EECBG)
- Attachment A – Statement of Work
- Attachment B – Budget
- Attachment D – October - 10/7, 2009 OMB/09 Memo on ACORN

1. DEFINITIONS

As used throughout this Agreement, the following terms shall have the meaning set forth below:

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Agreement, and shall include all employees and agents of the Contractor.

C. "COMMERCE" shall mean the Department of Commerce.

D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

E. "State" shall mean the state of Washington.

F. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Agreement under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. 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.

3. AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. APPROVAL

This Contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both parties.

5. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

6. AUDIT

A. General Requirements

Contractors are to procure audit services based on the following guidelines.

The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.

COMMERCE reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

As applicable, Contractors required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. Federal Funds Requirements - OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations

Contractors expending $500,000 or more in a fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations." Revised OMB A-133 requires the Contractor to provide the auditor with a schedule of Federal Expenditure for the fiscal year(s) being audited. The Schedule of State Financial Assistance must be included. Both schedules include:

Grantor agency name
Federal agency
Federal program name
Other identifying agreement numbers
Catalog of Federal Domestic Assistance (CFDA) number
Grantor agreement number
Total award amount including amendments (total grant award)
Beginning balance
Current year revenues
Current year expenditures
Ending balance
Program total

If the Contractor is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor in accordance with OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations."

The Contractor shall include the above audit requirements in any subcontracts.

In any case, the Contractor's financial records must be available for review by COMMERCE.

C. Documentation Requirements

The Contractor must send a copy of any required audit Reporting Package as described in OMB Circular A-133, Part C, Section 320(c) no later than nine (9) months after the end of the Contractor's fiscal year(s) to:

Department of Commerce
ATTN: Audit Review and Resolution Office
906 Columbia Street SW, Fifth Floor
PO Box 48300
Olympia WA 98504-8300

In addition to sending a copy of the audit, when applicable, the Contractor must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

A. Contractor, defined as the primary participant and it principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

2. Have not within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and

4. Have not within a three-year period preceding the signing of this Agreement had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. Where the Contractor is unable to certify to any of the statements in this Agreement, the Contractor shall attach an explanation to this Agreement.

C. The Contractor agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.

D. The Contractor further agrees by signing this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

a) The lower tier contractor certifies, by signing this Agreement 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.

b) Where the lower tier contractor is unable to certify to any of the statements in this Agreement, such contractor shall attach an explanation to this Agreement.

E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

F. Grantees should review the Excluded Parties List System (http://ww.epls.gov) before determining if a prospective contractor is considered responsible.

8. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;

2. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

3. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal Information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Agreement whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

9. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Agreement, but that incorporate pre-existing materials not produced under the Agreement, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Agreement. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

10. DISPUTES

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Agreement number; and
- be mailed to the Director and the other party's (respondent's) Agreement Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

11. ETHICS/CONFLICTS OF INTEREST

In performing under this Agreement, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

12. GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

13. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Contractor's performance or failure to perform the Contract. The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by the Contractor's agents, employees, representatives, or any Subcontractor or its agents, employees, or representatives.

The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Subcontracts shall include a comprehensive indemnification clause holding harmless the Contractor, COMMERCE, the state of Washington, its officers, employees and authorized agents.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

14. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Agreement are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

15. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

United States Laws, Regulations and Circulars (Federal)

A. American Recovery and Reinvestment Act (ARRA) of 2009

B. Audits

Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations."

B. Labor and Safety Standards

Convict Labor, 18 U.S.C. 751, 752, 4081, 4082.
Drug-Free Workplace Act of 1988, 41 USC 701 et seq.

Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq.

Work Hours and Safety Act of 1962, 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5.

C. Laws against Discrimination

Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs.

Americans with Disabilities Act of 1990, Public Law 101-336.

Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60.

Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102.

Handicapped Employees of Government Contractors, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793.

Handicapped Recipients of Federal Financial Assistance, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794.

Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631.

Minority Business Enterprise Development, Executive Order 12432, 48 FR 32551.

Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a).

Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1.

Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352.

Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60.

Section 3, Housing and Urban Development Act of 1968, 12 USC 1701u (See 24 CFR 570.607(b)).

D. Office of Management and Budget Circulars

Cost Principles for State, Local and Indian Tribal Governments, OMB Circular A-87, 2 CFR, Part 225.

Cost Principles for Nonprofit Organizations, OMB Circular A-122 (if the Contractor is a nonprofit organization).

Grants and Cooperative Agreements with State and Local Governments, OMB Circular A-102 (if the Contractor is a local government or federally recognized Indian tribal government).

Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations, OMB Circular A-110.

E. Other

Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54.

Governmental Guidance for New Restrictions on Lobbying; Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989.

Hatch Political Activity Act, 5 U.S.C. 1501-8.

Internal Revenue Service Rules, August 31, 1990.

Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352 (Byrd Anti-Lobbying Amendment). 31 U.S.C. 1352 provides that Contractors who apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Non-Supplanting Federal Funds.

Section 8 Housing Assistance Payments Program.

F. Privacy

Privacy Act of 1974, 5 U.S.C. 552a.

<u>Washington State Laws and Regulations</u>

A. Affirmative action, RCW 41.06.020 (11).

B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.

C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.

D. Discrimination-human rights commission, Chapter 49.60 RCW.

E. Ethics in public service, Chapter 42.52 RCW.

F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.

G. Open public meetings act, Chapter 42.30 RCW.

H. Public records act, Chapter 42.56 RCW.

I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

16. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Agreement, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further Agreements with COMMERCE. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

17. POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

18. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Contractor which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with OMB Circulars A-102, Uniform Administrative Requirements for Grants in Aid for State and Local Governments, for all purchases funded by this Agreement.

A Contractor which is a nonprofit organization shall establish procurement policies in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies, for all purchases funded by this Agreement.

The Contractor's procurement system should include at least the following:

1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
3. Minimum procedural requirements, as follows:
   a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
   b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
   c. Positive efforts shall be made to use small and minority-owned businesses.
   d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
   e. Contracts shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
   f. Some form of price or cost analysis should be performed in connection with every procurement action.

g. Procurement records and files for purchases shall include all of the following:

1) Contractor selection or rejection.

2) The basis for the cost or price.

3) Justification for lack of competitive bids if offers are not obtained.

h. A system for Agreement administration to ensure Contractor conformance with terms, conditions and specifications of this Agreement, and to ensure adequate and timely follow-up of all purchases.

4. Contractor and Subcontractor must receive prior approval from COMMERCE for using funds from this Agreement to enter into a sole source Agreement or an Agreement where only one bid or proposal is received when value of this Agreement is expected to exceed $5,000.

Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

19. RECAPTURE

In the event that the Contractor fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

20. RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

21. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, COMMERCE may terminate the Agreement under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Agreement may be amended to reflect the new funding limitations and conditions.

22. 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 that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

23. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Agreement if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause,

COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

24. SURVIVAL

The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

25. TERMINATION FOR CAUSE / SUSPENSION

In event COMMERCE determines that the Contractor failed to comply with any term or condition of this Agreement, COMMERCE may terminate the Agreement in whole or in part upon written notice to the Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, COMMERCE upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, COMMERCE may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Agreement. Failure by the Contractor to take timely corrective action shall allow COMMERCE to terminate the Agreement upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when COMMERCE determines that the Contractor did not fail to comply with the terms of the Agreement or when COMMERCE determines the failure was not caused by the Contractor's actions or negligence.

If the Agreement is terminated for cause, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement Agreement, as well as all costs associated with entering into the replacement Agreement (i.e., competitive bidding, mailing, advertising, and staff time).

26. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, COMMERCE shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

27. TERMINATION PROCEDURES

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

A. Stop work under the Agreement on the date, and to the extent specified, in the notice;

B. Place no further orders or subcontracts for materials, services, or facilities related to the Agreement;

C. Assign to COMMERCE all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of COMMERCE, and

D. Preserve and transfer any materials, Agreement deliverables and/or COMMERCE property in the Contractor's possession as directed by COMMERCE.

Upon termination of the Agreement, COMMERCE shall pay the Contractor for any service provided by the Contractor under the Agreement prior to the date of termination. COMMERCE may withhold any amount due as COMMERCE reasonably determines is necessary to protect COMMERCE against potential loss or liability resulting from the termination. COMMERCE shall pay any withheld amount to the Contractor if COMMERCE later determines that loss or liability will not occur.

The rights and remedies of COMMERCE under this section are in addition to any other rights and remedies provided under this Agreement or otherwise provided under law.

28. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Statement of Work

Activity Title:	Redmond Urban Centers Growth, Transportation and Energy Efficiency Implementation

Purpose: The goal of this project is to provide an urban centers-focused approach to transportation energy/climate impact planning and implementation. It has three key elements:

(1) Develop centers-oriented transportation, energy and sustainability goals, policies and strategies for inclusion in Redmond's Comprehensive Plan Land Use and Transportation Elements, building upon and leverage Redmond's focus on its two urban centers – Downtown and Overlake. The policies will, in turn, result in mid- and long-term changes in mode (less auto-oriented) and fuel source (less fossil fuel, more electric and alternative fuel).
(2) Analysis of climate change/green house gas and energy impacts of Redmond's Transportation Master Plan. This would be the first time that these implications are identified and assessed.
(3) Short-term demonstration of an urban center oriented growth, transportation and energy efficiency program designed to engage the public in better understanding the impacts of driving alone and supporting them in making more energy efficient and environmentally beneficial choices. This will be done by: a) creating marketing and promotional materials to educate residents and employees about the energy, congestion, and environmental impacts of their transportation choices. b) incenting the use of alternatives to driving alone for both commute and non-work trips; c) proactively reaching out to the community through a series of green travel options events and d) providing measurable statistics that can be tracked to provide continued feedback and support in using travel options.

Tasks and Deliverables	Start Date	End Date
Task 1. Create a policy framework to address energy and climate change impacts from local transportation and land use choices, with an emphasis on Redmond's two urban centers.		
a. Identify key strategic questions that need to be answered to address energy and climate change impacts	March 2010	April 2010
b. Review current Comprehensive Plan and Community Development Guide documents to identify policy gaps and opportunity areas	March 2010	June 2010
c. Prepare draft policy updates to address gaps and opportunities	June 2010	June 2011
Deliverable 1: Draft energy and climate change comprehensive plan policies		**June 2011**
d. Complete policy review, including committee review and Council adoption	June 2011	January 2012
Deliverable 2: Final energy and climate change policies in Comprehensive Plan		Jan 2012
Task 2. Integrate energy and climate change analysis into the		

City's long-range transportation planning documents		
a. Transportation modeling to determine impacts of updated long-range transportation plan, Transportation Master Plan (TMP)	July 2010	May 2011
b. Energy and climate change impact modeling and analysis of updated TMP, including review of analysis tool options	July 2010	March 2011
c. Draft energy and climate change section in TMP	January 2011	April 2011
d. Final TMP adoption	April 2011	January 2012
Deliverable 3: Energy and climate change impact analysis of TMP		**Feb 2012**
Task 3. Demonstrate that increased awareness of energy and climate change impacts from individual travel choices results in changes in mode choice, travel behavior and fuel usage.		
a. Refine centers-focused program concept to incent and support the use of alternatives to driving alone for both commute and non-work trips. The concept builds off of the highly successful Overlake GTEC and Get in Motion programs, and focuses on resident and commuter access to Redmond's two designated urban centers	March 2010	April 2010
b. Develop centers-based "green travel" incentive and social marketing program to increase awareness and use of alternatives to driving alone	March 2010	April 2010
c. Develop detailed implementation plan, schedule, marketing strategy	March 2010	April 2010
d. Adapt and implement employer and residential travel survey methodologies to obtain baseline modal travel activity levels	April 2010	July 2010
e. Create persuasive marketing materials and feedback loop to educate residents and employees about the energy, congestion, and environmental impacts of their transportation choices	March 2010	June 2010
Deliverable 4: Final implementation plan and marketing materials		**July 2010**
f. Implement centers-based demonstration "green travel" incentive and marketing program	July 2010	March 2012
g. Proactively reach out to the community by: ✓ Meeting with local businesses located in urban centers to educate them about benefits of greener travel options ✓ Promoting green travel options at community events(set of 3 events/yr)	Mar 2010	March 2012

• Derby Days • Redmond Lights • Tour de Redmond		
h. Measure current modal travel activity levels	Feb 2012	March 2012
i. Prepare report on impacts and findings of demonstration projects	Feb 2012	April 2012
Deliverable 5: Report documenting awareness program and program impacts		**Apr 2012**
Task 4. Administer the grant efficiently and effectively to achieve timely and successful completion of the work program.		
a. Administer grant, including financials and quarterly reports	Mar 2010	Apr 2012
Task 5. Close-out Reporting as required by Commerce and DOE.	Mar 2012	April 2012
Deliverable 6: Close-out Reports		**April 30, 2012**

			Schedule of Due Deliverables and Estimated Invoicing						
Report Period	Date Due		Items Due	Estimated Salary &Benefit	Estimated Contractual	Estimated Goods & Services	Projected Invoice Total	Actual Invoice Total	Grant Funds Remaining
1	4/5/2010		1512 Report						
			Insurance Certificate						$66,900
2	7/5/2010		1512 Report						
			Invoice	2155.55	0		2155.55		$64,744
3	10/5/2010		1512 Report						
			Invoice	3155.55	5000	5000	13155.6		$51,589
			Due Deliverables	Deliv 4: Implementation plan & marketing materials - Due July 30, 201					
4	1/5/2011		1512 Report						
			Invoice	155.55	0	6750	6905.55		$44,683
5	4/5/2011		1512 Report						
			Invoice	155.55	0		155.55		$44,528
			Insurance Certificate						
6	7/5/2011		1512 Report						
			Invoice	2155.55	10000		12155.6		$32,372
			Due Deliverables	Deliverable 1: Draft Comprehensive Plan policies - Due June 30, 2011					
7	8/31/2011		1512 Report						
			Invoice	4155.55	0	6750	10905.6		$21,467
8	1/5/2012		1512 Report						
			Invoice	4655.55	0	6750	11405.6		$10,061
9	4/5/2012		1512 Report						
			Invoice	4655.55	0		4655.55		$5,406
			Due Deliverables	Deliverable 2 - Final Comp plan policies - Due Jan 30, 2012					
				Deliverable 3 - TMP energy/climate change analysis - Due feb 28, 2012					
10	4/30/2012		Final 1512 Report						
			Final Invoice	5405.55	0		5405.55		$0
			Final Deliverables	Deliverable 5 - Awareness program report					
			Closeout Report	0	0	0	0		$0

BUDGET

PROJECT NAME:	Redmond Urban Centers Growth, Transportation and Energy Efficiciency Implemenation	
COM Agreement No.		
Applicant Name	City of Redmond	
Address, City Zip		MS: 4SPL PO Box 97010
		Redmond, WA 98073-9710
Sub-reciepient POC	ATTN:	Erika Vandenbrande, TDM Programs Division Manager

ADD COUNTY COLUMN

		GRANT	MATCH				
Categories	**OBJ**	**EETP**	**Federal**	**State**	**County**	**City**	**Total Costs**
Salaries and Wages	**A**	21846.15				43315.38	65161.53
Benefits	**B**	6553.85				12994.62	19548.47
Contractual	**C**	20000.00				110000.00	130000.00
Goods And Services	**E**	18500.00				15000.00	33500.00
(Supplies/Commodities)						.	
Travel	**G**						0.00
Equipment-None Capitalized	**J (JA)**						0.00
***Equipment-Capitalized**	**J (Other)**						0.00
****Other Define**							0.00
Total Direct Costs		**66900.00**	**0.00**	**0.00**	**0.00**	**181310.00**	248210
***(opt) Admin. Support Costs**							
Method 1 - as % of direct costs OR	0.0%	0.00	0.00	0.00	0.00	0.00	0
Method 2 - as a hard cost entry							0
Total Admin Costs		**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	0
Total All Costs		**66900.00**	**0.00**			**181310**	248210
Percentage (Total Contract)		**27.0%**	**0.0%**				0
			66900				
Percentage (MI Split)		**100.00%**	**0.00%**				**100.00%**
			TOTAL MATCH =				**73.0470%**

FOOTNOTES:

Only the **applicable** **yellow** cells need to be filled in.

* Equipment - Capitalized: Any equipment having a unit price of $5,000 and a useful life of one year or more.

****Other Define**: Please describe below the items and costs. Ex: Admin (Limited to 15% of salaries, benefits, G&S, Equip, & Travel).

***The admin fee is to cover support costs associated with administering the grant.

Budget Detail		**COST**	**ITEM**	**TOTAL**
Contractual	1	20,000	For modelling associated with Transportation Master Plan Update	
goods and Services	2	$5,000	Printing marketing materials	
	3	$18,500	Incentives and marketing/distribution for non-SOV commuters	

ADDITIONAL PROVISIONS UNDER THE
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 Public Law 111-5
And the Energy Efficiency Conservation Block Grant Program (EECBG)

1. Recovery Act Reporting Requirements; Section 1512(c) of the Recovery Act

Contractor acknowledges and agrees that the American Recovery and Reinvestment Act of 2009, hereinafter "Recovery Act" places great emphasis on accountability and transparency in the use of taxpayer dollars. Among other things, it creates a new Recovery Accountability and Transparency Board and a new website -- Recovery.gov -- to provide information to the public, including access to detailed information on grants and contracts made with Recovery Act funds.

COMMERCE, as a recipient of Recovery Act funds, must comply with the Recovery Act's extensive reporting requirements, including quarterly financial and programmatic reporting due within 10 calendar days after the end of each calendar quarter. COMMERCE will require periodic reports from its sub-recipients in order to fulfill its reporting obligations. Grantees receiving Recovery Act funds may expect that a standard form(s) and/or reporting mechanism will be made available at a future date.

Contractor agrees to provide to COMMERCE all reports, documentation, or other information, as may be required by COMMERCE to meet reporting obligations under the Recovery Act. Grantee's receipt of funds is contingent on Grantee meeting the reporting requirement of Section 1512.

Additional instructions and guidance regarding the required reporting will be provided as they become available. For planning purposes, however, Contractors receiving Recovery Act funds should be aware that Recovery Act section 1512(c) provides:

> Recipient Reports- Not later than 5 days after the end of each calendar quarter, each recipient that received recovery funds from a Federal agency shall submit a report to that agency that contains—
>
> (1) The total amount of recovery funds received from that agency;
>
> (2) The amount of recovery funds received that were expended or obligated to projects or activities; and
>
> (3) A detailed list of all projects or activities for which recovery funds were expended or obligated, including:
>
> (a) The name of the project or activity;
>
> (b) A description of the project or activity;
>
> (c) An evaluation of the completion status of the project or activity;
>
> (d) An estimate of the number of jobs created and the number of jobs retained by the project or activity; and
>
> (e) For infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.
>
> (4) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below $25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

2. Section 1512 of the Recovery Act: Registration with Central Contractor Registration (CCR)

Recipients of funds under the Recovery Act shall register with the Central Contractor Registration (CCR) database at www.ccr.gov. This ensures consistent reporting of data about each entity and thereby makes data more useful to the public. In order to register in CCR, a valid Data Universal Numbering System (DUNS) Number is required and should be inserted in Box # 13 of the Face Sheet of this Agreement.

3. Section 1602 of the Recovery Act: Preference for Quick-Start Activities (if applicable)

Section 1602 of the Recovery Act provides:

In using funds made available in this Act for infrastructure investment, recipients shall give preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the date of the enactment of this Act. Recipients shall also use grant funds in a manner that maximizes job creation and economic benefit.

4. Section 1604 of the Recovery Act: Limit on Funds

Section 1604 of the Recovery Act provides:

None of the funds appropriated or otherwise made available in this Act may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

5. Required Use of American Iron, Steel, and Manufactured Goods—Section 1605 of the American Recovery and Reinvestment Act of 2009

Contractor shall comply with Section 1605 of the Recovery Act unless (1) compliance has been waived by the Federal Agency providing the funds; or (2) compliance with the Recover y Act conflicts with an international trade agreement.

A. Section 1605 of the Recovery Act provides:

Use of American Iron, Steel, and Manufactured Goods.

(a) None of the funds appropriated or otherwise made available by the Recovery Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

(b) Subsection (a) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that:

(1) applying subsection (a) would be inconsistent with the public interest;
(2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
(3) inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a) based on a finding under subsection (b), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

B. International Trade Agreements:

Contracts for the procurement of goods and services in the amount of $528,000 or more and for constructions services in the amount of $7,443,000 or more are covered by an international trade agreement and are therefore not subject to Section 1605.

C. Waivers:

Contractor shall provide COMMERCE with information and applicable supporting data as may be required by COMMERCE, to support any request for waiver of compliance with Section 1605 (b) of the Recovery Act. The following applies to requests for waivers submitted to COMMERCE.

(a) Definitions.

"Manufactured good" means a good brought to the construction site for incorporation into the building or work that has been:

(1) Processed into a specific form and shape; or
(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

"Public building" and "public work" means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

"Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Domestic preference.

(1) This award term and condition implements Section 1605 of the Recovery Act of 2009 by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) of this term and condition.

(2) This requirement does not apply to the material excepted by the Federal Government.

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this term and condition if the Federal Government determines that:

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of Section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act.

(1)(i) Any request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this term and condition shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this term and condition.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this term and condition.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to Section 1605 of the Recovery Act applies, COMMERCE will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, COMMERCE shall adjust the award amount or redistribute budgeted funds in accordance with requirements adopted pursuant to the Recovery Act.

(3) Unless the Federal Government determines that an exception to Section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with Section 1605 of the American Recovery and Reinvestment Act.

(d) Data.

To permit evaluation of requests under paragraph (b) of this term and condition based on unreasonable cost, the following information and any applicable supporting data based on the survey of suppliers should be provided to COMMERCE:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON			
Description	Unit of Measure	Quantity	Cost (Dollars)*
Item 1:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good			
Item 2:			
Foreign steel, iron, or manufactured good			
Domestic steel, iron or manufactured good			

[List name, address, telephone number, email address, and contact for suppliers surveyed.]
[Attach copy of response; if oral, attach summary.]
[Include other applicable supporting information.]
[*Include all delivery costs to the construction site.]

6. Wage Rate Requirements under Section 1606 of the American Recovery and Reinvestment Act of 2009 – Davis-Bacon Act

All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act). With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code. See U.S. Department of Labor, Wage and Hour Division website at http://www.dol.gov/esa/whd/contracts/dbra.htm . Wage determinations can be found at http://www.wdol.gov.

The Contractor shall include this provision and require this provision to be contained in all subcontracts for work performed under this Contract.

The work performed by this Agreement may also be subject to the State's prevailing wage laws, Chapter 39.12 RCW. The Contractor is advised to consult with the Washington State Department of Labor and Industries to determine the prevailing wages that must be paid.

7. Non-supplanting of State and Local Funds (if applicable -- consult the program solicitation and the special conditions in the award document)

Contractors must use federal funds to supplement existing State and local funds for program activities and must not replace (supplant) State or local funds that they have appropriated or allocated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations may result in a range of penalties, including suspension of current and future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under a grant, and civil and/or criminal penalties. For additional guidance regarding supplanting, refer to the information provided at http://www.ojp.usdoj.gov/recovery/supplantingguidance.htm.

8. Protection of Whistleblowers

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct,) a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- Gross mismanagement of an agency agreement, contract or grant relating to covered funds;
- Gross waste of covered funds;
- Substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- Abuse of authority related to the implementation or use of covered funds; or
- Violation of law, rule, or regulation related to an agency agreement (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Any employer receiving covered funds shall post notice of the rights and remedies provided under this section. The recommended written notice is attached as "Know Your Rights Under the Recovery Act".

9. Waste Stream

Prior to the expenditure of Federal funds, the Contactor is required to provide documentation demonstrating that it has prepared a waste management plan to dispose of sanitary or hazardous waste generated by the proposed activities. Sanitary or hazardous waste includes, but is not limited to, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos.

Compliance with this clause will be complete only after the Contactor has submitted adequate documentation to Commerce for its review, and Commerce has provided written approval to the Recipient of its proposed plan to dispose of its sanitary or hazardous waste.

For assistance contact the WA State Governor's Office of Regulator Assistance (ORA), Regional assistance Leads - http://www.ora.wa.gov/contact.asp

Pollution Prevention Planning help is available from WA State Department of Ecology Regional Office staff: http://www.ecy.wa.gov/programs/hwtr/P2/contacts.html or call
Bellevue: (425) 649-7000
Lacey: (360) 407-6300
Yakima: (509) 575-2490
Spokane: (509) 329-3400

10. False Claims Act-

Each grantee or subrecipient should promptly refer to an appropriate inspector general any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor or other person has submitted a false claim under the False Claims Act or who has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

11. Listing Recovery Act Jobs with the Washington State Employment Security Department

This Contract is funded with federal stimulus funds (under the Recovery Act), which has strict reporting requirements for funds spent and jobs created or retained (see Exhibit A, attached and incorporated into this Contract as additional instructions). Unless hiring is directly from a union hall, all job openings created by the Contractor for this project must be listed with the WorkSource system (an affiliate of the Employment Security Department) before hiring; all hiring decisions also must be reported to WorkSource. In addition, all Subcontractors hired by the Contractor also must be required to list jobs and report hiring results to WorkSource. Existing Contractor or Subcontractor employees who are retained using funds from this project also must be reported to WorkSource.

WorkSource will pre-screen and refer qualified job candidates for the Contractor's or Subcontractor's consideration. The Contractor and Subcontractor also have the discretion to use other, additional recruitment systems and retain the right to make all hiring decisions.

To begin the listing and reporting process, contact the Employment Security Department ARRA Business Unit at 877-453-5906 (toll-free), 360-438-4849, or ARRA@esd.wa.gov.

Exhibit A

How to list ARRA jobs with the Employment Security (ESD) WorkSource system

To help with the increased transparency and accountability that are required under the American Recovery & Reinvestment Act (ARRA), ESD's ARRA Business Unit will be the central point of contact for state agencies and their contractors for listing and tracking ARRA-funded jobs.

Step 1: State agencies notify ESD about ARRA-funded contracts
Within 2 days after awarding an ARRA-funded contract, state agencies should provide the following information to Employment Security's ARRA Business Unit:

- Name, phone number and address of contractor
- Title or short description of the contract

Report this information to ESD's ARRA Business Unit at ARRA@esd.wa.gov, 877-453-5906 (toll-free) or 360-438-4849. (Employment Security will use the information to verify that contractors comply with the requirement stated in Step 2.)

Step 2: List ARRA-funded jobs with ESD's WorkSource system
State agencies, contractors and sub-contractors should contact the ARRA Business Unit to begin the process of listing their ARRA-funded jobs with the WorkSource system. The ARRA Business Unit may be reached at 877-453-5906 (toll-free), 360-438-4849 or ARRA@esd.wa.gov.

> **Here's what we'll do with the information:** The ARRA Business Unit will relay the information to a business outreach lead at a WorkSource office in the employer's community. The business outreach lead will contact the employer to obtain the information necessary to list the job/s (create a "job order"), and to discuss the employer's recruitment needs and the services available through WorkSource.
>
> The WorkSource business outreach lead will search the agency's database for qualified applicants (based on job-skill requirements), screen potential applicants, and refer selected candidates to the employer for consideration. (Employers retain the right to use other or additional recruitment systems, and they make all hiring decisions.)

Step 3: Report hiring information
After completing the hiring process, the employer should contact the WorkSource business outreach lead to "close" the job order and provide the following information:

- Job title
- Number of people hired
- Starting wage and hours

This information will be used in reports and status updates to the governor, the federal government and the public.

WorkSource

Frequently asked questions for ARRA employers

Q1. What services can I get when I list jobs with WorkSource?

A. WorkSource staff screens and refers job seekers based on how well their skills meet your job requirements. The screening is done broadly or narrowly, depending on how many people you want to interview.

WorkSource also can help you with free job advertising, pay-rate information, tax credits and information on employment laws and regulations. We're committed to helping your business succeed.

Q2. What screening and assessment of skills does WorkSource conduct?

A. We conduct a variety of screening and assessment. Contact your local WorkSource center to ask what assessment services are provided.

Q3. If the position requires a certain skill level, can WorkSource test applicants for math and reading levels or typing speed?

A. WorkSource staff will pre-screen applicants based on the qualifications that you need. Ask your WorkSource staff person about their ability to assess certain skills required for the position.

Q4. Can we conduct interviews at WorkSource?

A. You can use space at WorkSource for mass application sessions, one-on-one interviews, or even group orientations. Contact your local WorkSource to check availability.

Q5. What is the anticipated hiring time?

A. We recommend you plan ahead (7-10 days), although you may hire when you choose. The job will be listed for you right away.

Q6. What if WorkSource doesn't have job seekers with the skills and abilities that match our needs?

A. WorkSource staff will look first for qualified local applicants. If no one is available, then the search is expanded to include other areas to see if applicants are willing to commute or relocate. During this recession, there is an unprecedented pool of qualified applicants. Our matching system has the unique capabilities to match skilled job seekers with available jobs.

Q7. Is WorkSource able to coordinate job fairs or hiring events?

A. Yes, WorkSource often coordinates large job fairs and targeted hiring events. Your local WorkSource staff can arrange the details such as date, availability of space, and the amount of time they need to help coordinate your hiring event.

Q8. Do I have to list jobs and report hiring information to WorkSource?

A. Yes. Even if you hire someone who already works for you in a different position, report the hire for contract requirements.

Q9. Can I list my job opening with other sources like temp agencies or run a classified ad in the newspaper at the same time?

A. You may recruit as broadly as you like. Just remember that a requirement of your contract is to post contract-funded job openings with your WorkSource business representative and report all hiring information.

Q10. What information is being tracked by WorkSource?

A. WorkSource tracks information about jobs listed, job candidates referred and the job openings filled.

Q11. Who is the information being provided to?

A. Participation and performance information is provided by the Employment Security Department to the U.S. Department of Labor. It also is being reported to the Governor, who is required by the federal Office of Management and Budget to report about jobs preserved and created during the recession.

Q12. How long after placing the job order with WorkSource will it take before I can interview applicants?

A. It could happen the same day if there are interested, qualified job seekers who apply right away. Typically, it may take a few days.

Q13. What if I already have a job candidate (or a list of candidates), why do I have to list my jobs with WorkSource?

You can hire anyone you want, but you need to report it to us. Listing your stimulus-funded jobs with WorkSource enables us to track how many jobs are created and filled. We will relay the information to the governor and the federal government, who are documenting the effects of the stimulus funding.

Know Your Rights Under the Recovery Act!

Post this notice of the rights and remedies.

Did you know? The American Recovery and Reinvestment Act of 2009 [1]provides protections for certain employees of non-federal employers who make specified disclosures relating to possible fraud, waste and/or abuse or Recovery Act funds.

Who is protected? Employees of non-federal employers receiving recovery funds. This includes State and local governments, contractors, subcontractors, grantees or professional membership organizations acting in the interest of recovery fund recipients.

How are Whistleblowers Protected? You cannot be discharged, demoted or otherwise discriminated against as a reprisal for making a protected disclosure.

What types of disclosures are protected? The disclosure must be made by the employee to the Recovery Accountability and Transparency Board, an Inspector General, the Comptroller General, a member of Congress, a state or federal regulatory or law enforcement agency, a person with supervisory authority over the employee, a court or grand jury, or the head of a federal agency or his/her representatives. The disclosure must involve information that the employee believes is evidence of:

[1] Section 1553 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009, P.L. 111-5

• gross mismanagement of an agency contract or grant relating to recovery funds;

• a gross waste of recovery funds;

• a substantial and specific danger to public health or safety related to the implementation or use of recovery funds;

• an abuse of authority related to the implementation or use of recovery funds; or

• a violation of law, rule, or regulation related to an agency contract or grant awarded or issued relating to recovery funds.

Take Action! Log on to Recovery.gov for more information about your rights and details on how to report at www.recovery.gov.

EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF MANAGEMENT AND BUDGET
WASHINGTON, D.C. 20503

THE DIRECTOR

October 7, 2009

M-10-02

MEMORANDUM FOR THE HEADS OF EXECUTIVE DEPARTMENTS AND AGENCIES

FROM: Peter R. Orszag
Director

SUBJECT: Guidance on section 163 of the Continuing Resolution regarding the Association of Community Organizations for Reform Now (ACORN)

This memorandum provides guidance to Executive Branch agencies regarding the implementation of section 163 of the Continuing Appropriations Resolution, 2010, Division B of Pub. L. No. 111-68 (CR), which states:

> SEC. 163. None of the funds made available by this joint resolution or any prior Act may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, or allied organizations.

Your agency must immediately commence all necessary and appropriate steps to comply with section 163. This includes the following:

- ***No future obligations of funds.*** No agency or department should obligate or award any Federal funds to ACORN or any of its affiliates, subsidiaries or allied organizations (collectively "affiliates") during the period of the CR. To the extent your agency already has determined that funds should be obligated or awarded to ACORN or its affiliates but has not yet entered into any agreement to provide such funds to ACORN or any of its affiliates, your agency should not provide such funds, or enter into any such agreements to do so. As section 163 makes clear, its prohibition applies not only to the funding that is made available by the CR, but also to the funding that was made available by previously enacted statutes. In addition, the text of section 163 is sufficiently broad to cover funding that was made available for fiscal year (FY) 2009 and prior fiscal years, as well as funding that is or will be made available for FY10.

- ***Suspension of grant and contractual payments.*** If your agency has an existing contract or grant agreement with ACORN or its affiliates, the agency should: (i) where permissible, immediately suspend performance of any obligations under the contract or agreement, including payment of Federal funds; and (ii) consult promptly with the agency's general counsel and, if necessary, the Office of Management and Budget

(OMB) and the Department of Justice concerning the legal considerations that bear on the performance of such obligations under the existing contract or agreement.

- ***No funding of ACORN and its affiliates through Federal grantees or contractors.*** Your agency should take steps so that no Federal funds are awarded or obligated by your grantees or contractors to ACORN or its affiliates as subgrantees, subcontractors, or other subrecipients. Because section 163 states that "[n]one of the funds . . . may be provided," this prohibition applies not only to a direct recipient of Federal funds but also to a subrecipient (e.g., a subcontractor, subgrantee, or contractor of a grantee). We recommend that your agency:

    - notify all Federal grant and contract recipients of the prohibition contained in section 163, and provide them with a copy of this guidance document; and

    - advise all Federal grant and contract recipients (a) not to provide Federal funds to ACORN or its affiliates as subgrantees, subcontractors or other subrecipients, consistent with this guidance, and (b) to notify your agency of any existing subgrants, subcontracts or other subrecipient agreements with ACORN or its affiliates and of how the grantee or contractor is planning to comply with the prohibition with respect to those subgrants, subcontracts or subrecipient agreements.

If you have any questions concerning this memorandum, please contact Preeta D. Bansal, OMB General Counsel and Senior Policy Advisor, at OGC@omb.eop.gov.