

GRANT AGREEMENT
BETWEEN
STATE OF WASHINGTON DEPARTMENT OF LICENSING
AND
THE CITY OF PULLMAN (WA)

This Agreement is made and entered into by and between the Department of Licensing, hereinafter referred to as "DOL", and of the City of Pullman, hereinafter referred to as the "City".

PURPOSE

It is the purpose of this Agreement to provide, in the form of a Grant, Washington state funds which will enable the City to participate as a partner in DOL's Master License Service (MLS) Combined Licensing Program. The funds may be used to purchase goods and services necessary to remove barriers to becoming a partner that have been identified by the City and the DOL. This Agreement will support MLS City Partnership Agreement No. K974.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The City shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of work set forth in the Attachment "A" attached hereto and incorporated herein. MLS staff may work side-by-side with city personnel in completing the grant project.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the date of final signature hereto and be completed one year thereafter, unless terminated or extended sooner as provided herein.

FUNDING

Funding, in the form of Grant payments, for the work provided in accordance with this agreement has been established under the terms of RCW 19.02.030. The parties have estimated that the cost of accomplishing the work herein will not exceed **two thousand three hundred seventy five dollars (\$2,375.00)**. Funding will be transferred to the City in accordance with the Budget in Attachment "B" which is attached hereto and incorporated herein.

BILLING PROCEDURES

Pursuant to the terms of this Grant, upon receipt of deliverables or required documentation as further described in Attachment A and Attachment B, DOL shall complete an A-19 and make payment to the City. Payment for approved and/or completed work will be made by warrant or account transfer by DOL within 30 days of DOL acceptance of completed work.

RECORDS MAINTENANCE

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

INDEPENDENT CAPACITY

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

AGREEMENT ALTERATIONS AND 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.

TERMINATION

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the terminating party shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement rendered prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, a dispute board shall determine the resolution in the following manner: Each party to this agreement shall appoint a member to the dispute board. The members so appointed shall jointly appoint an additional member to the dispute board. The dispute board shall evaluate the facts, Grant terms and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws. The parties further agree that all activity pursuant to this Agreement will be in accordance with all the applicable current or future federal, state and local laws, rules, and regulations.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes and rules;
2. The Special and General Terms and Conditions of this Grant;
3. Attachment A, "Statement of Work;" Attachment B, "Budget;" and Attachment C, "Application."
4. Any other provisions of this Grant, including materials incorporated by reference.

ASSIGNMENT

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

WAIVER

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

SEVERABILITY

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

GRANT MANAGEMENT

The Grant Manager 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.

Any instructions that either Grant Manager determines to address more than day-to-day concerns, but do not modify the terms of this agreement, shall be documented by a written, numbered *Memorandum of Understanding (MOU)*.


The Grant Manager for the City is:	The Grant Manager for DOL is:
Penni Reavis Police Support Services Manager City of Pullman 325 SE Paradise St. Pullman, Washington 99163 Phone: 509-338-3412 Email: penni.reavis@pullman-wa.gov	Maria Moore Master License Service Department of Licensing PO Box 9034 Olympia WA 98507-9034 Phone: (360) 664-1419 E-Mail: mmoore@dol.wa.gov

ALL WRITINGS CONTAINED HEREIN

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

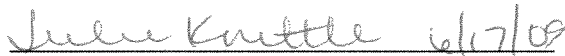
IN WITNESS WHEREOF, the parties have executed this Agreement.

City of Pullman


(Signature) _____ Date 6/3/09


(Name & Title) _____


State of Washington
Department of Licensing


Julie Knittle _____ Date 6/17/09
Assistant Director

Approved as to Form
(8157) Signature on File 3/10/06

Jerald Anderson, AAG Date

Attachment A
STATEMENT OF WORK

The City of Pullman will:

1. Assign administrative staff to work with MLS, and provide any and all information necessary to establish business license base.
2. Establish a City of Pullman Business License.
3. Conduct two mailings to potential license holders. Mailings shall include business license application materials and instructions for return to MLS for processing.
4. Conduct a public education and outreach campaign to potential license holders.

MLS will:

1. Provide a staff person for the processing of licensing materials received from City businesses.
2. Send a license document to all identified licensees on a mutually agreed upon date.

DELIVERABLES

1. Completion of first mailing to potential license holders. (60% of grant funds)
 - A certified letter signed by the appropriate City official must be submitted to MLS before payment will be made. The letter must contain:
 - a. The date of the mailing
 - b. The total number of letters mailed, and
 - c. A sample copy of each document sent out in the mailing
2. Completion of "Go Live" process and launch of live program. (40% of grant funds)

REPORTS REQUIRED

Final written report to include the details of both mailings and the public education and outreach campaign, including recommendations that may benefit MLS and/or other cities in future grant projects.

SCHEDULE

- August 2009 – City to conduct first mailing to potential license holders.
- September 2009 – City to conduct second mailing to non-responsive potential license holders.
- November 2009 – Launch "Go Live" program and begin to issue City business licenses.

CONFIDENTIALITY

Each party agrees not to divulge, publish or otherwise make known to unauthorized persons confidential information accessed under this Agreement. The City agrees that all materials containing confidential information received pursuant to this Agreement, including, but not limited to information derived from or containing business records, relations with DOL's clients and its employees, and any other information which may be classified as confidential, shall not be disclosed to other persons without DOL's written consent except as may be required by law.

The City agrees to utilize reasonable security procedures and protections designed to assure that confidential information is not disclosed to persons other than staff who also agree to such confidentiality requirements. The City shall include such requirements of confidentiality for all staff that have access to the confidential data pursuant to this Agreement.

Attachment B
BUDGET

The maximum compensation from DOL for this contract is two thousand three hundred seventy five dollars (\$2,375.00).

The City agrees that DOL shall **NOT** be responsible for any additional costs or expenses incurred by the City in the performance of work not described in this Agreement. However, if expenses become identified that create a continued barrier to becoming an MLS partner, and if such expenses could not have been reasonably anticipated prior to the granting of funds, the City may apply for an additional grant to cover these expenses. Further approval of grant funds will be subject to the regular application and approval process and the continued availability of funds. Compensation for a deliverable shall not exceed the budgeted cost, regardless of hours worked or other expenses related to a deliverable. In the event that the City does not complete all obligations described herein, any funding received for a previous deliverable(s) shall be returned to DOL upon thirty (30) days written notice.

BILLING DETAIL

Reimbursement will be provided according to the following schedule:

- Upon the City's completion of Deliverable 1 and DOL's receipt of certified letter, DOL shall complete an A-19 and make payment to the City in the amount of **\$1,425.00** (60%).
- Upon the City's completion of Deliverable 2 and DOL's acceptance thereof, DOL shall complete an A-19 and make payment to the City in the amount of **\$950.00** (40%).

FUNDING CONTINGENCY

In the event funding is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, DOL may:

- Terminate this Agreement without advance notice subject to renegotiation under those new funding limitations and conditions or
- After a review of project expenditures and deliverable status, extend the end date of the Agreement and postpone deliverables or portions of deliverables.

An extension shall be at the exclusive option of DOL and shall be affected by DOL giving written notice of extension to the City not less than thirty (30) days prior to the expiration date of the then current term of this Agreement. No change in terms and conditions shall be permitted during these extensions unless specifically set forth in the Agreement and the total compensation shall remain firm and fixed.

Attachment C
GRANT APPLICATION

MASTER LICENSE SERVICE (MLS)
GET ON BOARD GRANT APPLICATION
City of Pullman

**Master License Service
Get on Board Grant Application**

Submitted by:

Pullman Police Department

Where serving our Community is an Honor

Section 1: Grant Proposal

Background: The City Council passed an ordinance requiring all businesses in the City of Pullman to register with the City for Public Safety purposes. In case of emergencies the City and or WHITCOM (the regional emergency services dispatch center) are charged with contacting responsible business owners. One major frustration is contacting Pullman business owners and managers. When there is a need to locate a "responsible person" this task has been extremely difficult because the City did not have any solid, consistent procedure in collecting business owner information. Contact information was gathered on a voluntary basis. For example when the downtown area experienced flooding in the late 1990's the police department was criticized for not contacting business owners in a timely manner to notify them of the flooding situation. Some of those owners lived locally and others lived elsewhere. The need to have a central collection of business names and business owners as well as two additional contacts is apparent in order to help expedite the flow of communications when an emergency happens. The City Council has delegated the Pullman Police Department the responsibility for managing the registration and data.

Section 2: Pullman's Project Management Plan

The first step is to identify and utilize resources, including Master Licensing Service, WHITCOM, the Pullman Fire Department and other City departments to establish a "working master list". A mass mailing will be sent to identify businesses. A second mailing will be sent to those businesses who didn't respond to the first mailing. In addition other efforts will be made to ensure that communications with local business is established. Information will be placed on the City of Pullman web site. Information will be placed through other media resources specific to Pullman. The Chamber of Commerce will be used as a major resource. Presentations will be made to local community organizations such Kiwanis and Rotary Clubs to assure awareness of the requirement for business registration and the purpose.

In converting MLS data to SPILLMAN the temporary employee will enter data on business contact information and handle any follow up to collect missing information. The SPILLMAN records management system has a licensing module and premise module that will be used to enter the names of business data and information.

Section 3: Project Management Experience

The project manager will be Support Services Manager Reavis. She has been employed with the Pullman Police Department for almost 19 years. She was a front desk receptionist when hired then moved into the records section as a records specialist. She is currently the Support Services Manager and has held this position since May 1998. As the Support Services Manager she is responsible for scheduling a 24/7 operation in including but not limited to reception, transcription, records data entry and correction, records retention and records release procedures and public disclosure. She has responsibility for weekly cash received deposits and ensuring bond money in relation to warrant arrests are processed, documented and forwarded to the appropriate courts. She also manages all property and evidence functions. She is the liaison for all building maintenance needs and provides oversight for all facility related issues. She supervises the Department's information systems specialist and helps coordinate technology needs throughout the department. She has budget responsibilities for the Support Services Section and for a variety of Department line items including office and operating supplies, minor equipment, communications and repairs and maintenance.

During major events she is the ICS logistics chief. She has coordinated the implementation of temporary communications, extra supplies of ammunition, and transportation such as a fleet of buses to stand by for evacuations.

She has been responsible for oversight and development the Department's Historical Events Project. This project includes assuring photos are taken of all Department employees, and the design and display of those photos. She is also responsible for the display of pictures of the only two Pullman Police Officers who were killed in the line of duty (1931 and 1949) on a new "wall of honor". To honor deceased officers who have died while employed but not as a result of a duty related incident she oversaw "In Memory of..." display on the wall of honor.

Section 4: Anticipated Benefits for Business

This grant the benefits business owners and managers in a variety of ways. Response time in communicating problems is the most obvious benefit. Ability of emergency services to contact the owner or other responsible party based on current data from the registration concept is a fundamental safety and security enhancement. As an illustration of the scope of the issue, in 2007 Pullman police officers responded to 21 unsecured premise calls and there were 212 alarms. From January to October 1st 2008 there have been 13 unsecured premise calls and 203 alarms. These all require an attempt to contact a responsible person and in most cases we are unable to do so. Normally members responding to the calls are forced to secure the doors and leave a note stating, "We were here, please contact us at this number." In essence, appropriate representatives of businesses will be notified of emergency issues in a timely manner.

Section 5: Anticipated Benefits for the Agency

The anticipated benefits to the City are very similar to those benefits to our business owners. Reliable and consistent data allows the City to effectively communicate with business owners and also meet legal notification requirements. Emergency services dispatchers can more quickly and efficiently contact responsible.

MLS approves the following grant requests:

- Mailing costs
 - Total Mailing Cost **\$1875**
- Miscellaneous including advertisement and other media costs to notify the public of the registration requirement.
 - Total Advertising and Media Costs **\$500**

MLS approves the grant request total amount: **\$2,375.00**

MLS has several comments:

1. The awarding of get on board grant money is contingent upon the availability of funds in the state budget for that purpose. If there is no money available, then no funds will be delivered to the city of Pullman.
2. The City of Pullman's initial grant application included the hiring of a temporary city employee to process the conversion letters from the two mailings processing at a cost \$2,500. As we mentioned at this morning's meeting (04/06/09) the committee is simply taking that item out of the grant and MLS will provide that work with its in house person.
3. A point of clarification: Research indicates that it has not been a practice for us to "loan" computers as part of the get on board process, so that we will not be able to do that.

*Application approved by,
Nancy Skewis, Administrator
Business Resources Section
Master License, UCC, Notaries
(360) 664-1446
April 7, 2009*