

Cost Reimbursement Agreement

THIS AGREEMENT is made and entered into by and between The Seattle Police Department (SPD), a department of the City of Seattle, hereinafter referred to as "SPD", as represented by the Chief of Police; and City of Everett Police Department, 3002 Wetmore, Everett, WA 98201 hereinafter referred to as "Recipient" for purposes of reimbursing expenses incurred by recipient for agreed upon activities. Costs must first be incurred by the recipient and billed to SPD. SPD will reimburse only for eligible actual costs as specified in Section 2.

SECTION 1. TERM OF AGREEMENT

The term of the Cost Reimbursement Agreement shall be effective April 15, 2024, and shall end on September 30, 2024.

SECTION 2. DESCRIPTION OF WORK

Under the direction of the Chief of Police, or delegated authorized representative, the Recipient shall be eligible for approved expenses related to the activities described below. All reimbursable expenses shall be as specified herein, based on requests from SPD in advance.

Estimated travel and per diem costs for 1 Everett Police Department personnel to attend Manual, Mechanical, Ballistic, Thermal, and Hydraulic Breacher Certification Course July 15, 2024, through July 19, 2024, in Eugene, Oregon. SPD will pay course registration separately.

SECTION 3. REIMBURSEMENT

The maximum amount allowed for reimbursement shall not exceed \$3,750, during the term of this Agreement. In order to be reimbursed the Recipient will submit to SPD a current W-9 form. Requests for reimbursement shall be submitted to:

Seattle Police Department
Fiscal Unit
spdap@seattle.gov or
P.O. Box 34986
Seattle, Washington 98124-4986.

All requests for travel reimbursement will include receipts for all claimed travel expenses, with the exception of meals. The Recipient shall submit requests for reimbursement in accordance with the following restrictions:

- Lodging expenses shall not exceed the federal lodging rates.
- Travel expenses shall be the most economical rate available in Coach.
- Meal expenses must be in accordance with the federal per diem rates at the training host city.
- Ground travel expenses, only as necessary.
- Parking expenses, only as necessary.
- Other: Shipping of training equipment, only as necessary.

Recipient agrees to submit a final bill to SPD within thirty (30) calendar days after the end date of this Contract and will label the invoice "FINAL BILL."

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SECTION 4. FUNDING SOURCE FEDERAL AWARD INFORMATION **GRANT AWARD TITLE: Assistance Listing Number 97.067 – 23HSGP (UASI)** SUBRECIPIENT NAME **FUNDS OBLIGATED FOR FEDERAL AWARD ID#** THIS AGREEMENT **UEI NUMBER** City of Everett EMW-2023-SS-00063 \$3,750 UEI: LVPSLN4A2LF6 SUBAWARD PERIOD OF SUBAWARD PERIOD OF FEDERAL AWARD DATE PERFORMANCE START DATE PERFORMANCE END DATE 09/11/2023 04/15/2024 09/30/2024 SUBAWARD BUDGET PERIOD TOTAL GRANT AWARD SUBAWARD BUDGET **COMMITTED TO THIS ENTITY** START DATE PERIOD END DATE \$3,750 04/15/2024 09/30/2024 **TOTAL FEDERAL FUNDS RESEARCH & DEVELOPMENT** INDIRECT COST RATE **OBLIGATED TO THIS ENTITY** \$7.500 NO NO FEDERAL AWARDING PASS-THROUGH AWARDING PASS-THROUGH ENTITY **AGENCY** OFFICIAL US DEPARTMENT OF Seattle Police Department Brian G Maxey HOMELAND SECURITY UEI: RGJ5CPK2YHK1 brian.maxey@seattle.gov

AWARD PROJECT DESCRIPTION: The objective of the Federal Fiscal Year (FFY) 2023 Homeland Security Grant Program (23HSGP) is to fund state, local, tribal, and territorial efforts to prevent, protect against, and respond to terrorist attacks, and prepare the nation for threats and hazards that pose the greatest risk to the security of the United States. 23HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal of a prepared and resilient nation. 23HSGP supports core capabilities across the five mission areas of prevention, protection, mitigation, response, and recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together, these grant programs fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, and management and administration.

The Department is the Recipient and Pass-through Entity of the 23HSGP DHS Award Lefter for Grant No. EMW-2023-SS-00063 ("Grant"), which is incorporated in and attached hereto as Attachment C and has made a subaward of funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement.

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SECTION 5. AMENDMENTS

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

SECTION 6. TERMINATION

Either party may terminate this Agreement without recourse by the other party upon written notice to terminate. Notice of termination shall be given by the party terminating this Agreement to the other, not fewer than fifteen (15) business days prior to the effective date of termination.

SECTION 7. INDEMNIFICATION

Recipient shall defend, indemnify, and hold the City harmless from and against all claims, demands, losses, damages, or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:

- The sole negligence or willful misconduct of Recipient, its officials, officers, employees, and agents.
- The concurrent negligence of Recipient, its officials, officers, employees, or agents but only to the extent of the negligence of Recipient, its officials, officers, employees, and agents.
- The negligent performance of non-performance of the contract by Recipient; and Company waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the City and its officials, agents, and employees.

SECTION 8. INSURANCE

The Recipient agrees that it will maintain its customary self-insurance program.

SECTION 9. AGENCY CONTACTS

Contact between the Parties regarding Agreement administration will be between the representatives of each Party, or their designee as follows:

City of Everett Police Department	Seattle Police Department
Name: Tracey Landry	Name: Molly Thiessen
Phone: 425-257-8447	Phone: 206.482.6184
Email: Tlandry@everettwa.gov	Email: Molly.Thiessen@seattle.gov

NOW THEREFORE, the parties hereto have executed this Agreement by having their representatives affix their signatures below.

CITY OF EVERETT POLICE DEPARTMENT

SEATTLE POLICE DEPARTMENT

Name: Cassie Franklin

Title: Mayor Date:05/10/2024

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

Brian Maxey (May 14, 2024 20:06 PDT)

Name: Brian Maxey

Title: Chief Operating Officer

Date: 05/14/2024

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Final Audit Report 2024-05-10

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