

City of Redmond



Agenda

Tuesday, March 18, 2025

4:30 PM

City Hall: 15670 NE 85th St; Remote: Comcast Ch. 21/321, Ziplly Ch. 34,
Facebook (@CityofRedmond), Redmond.gov/rctlive, or 510-335-7371

Committee of the Whole - Public Safety and Human Services

Committee Members

Osman Salahuddin, Presiding Officer

Jeralee Anderson

Steve Fields

Jessica Forsythe

Vanessa Kritzer

Angie Nuevacamina

Melissa Stuart

Meetings can be attended in person, viewed live on RCTV (redmond.gov/rctvlive), Comcast Channel 21/321, Ziplly Channel 34, Facebook/YouTube (@CityofRedmond), or listen live at 510-335-7371

AGENDA

ROLL CALL

A. Action Items - 45 minutes

1. Automated Speed Safety Cameras, Amended City Ordinance, [CM 25-136](#) and Camera Vendor Service Agreement

[Attachment A: Amended Redmond Ordinance 10.25](#)

[Attachment B: Speed Camera Program Analysis and Recommendations](#)

[Attachment C: Service Agreement Between City of Redmond and](#)

[NovoaGlobal](#)

[Attachment D: NovoaGlobal Sole Source Justification](#)

Department: Police, 15 minutes

Requested Action: Consent, April 1st

2. FEMA Subrecipient Agreement with Seattle Fire [CM 25-182](#)

[Attachment A: Distribution Agreement with Seattle Fire Department](#)

[Attachment B: SFD Original Federal Award Document \(2022\)](#)

[Attachment C: Structural Equipment Use Examples](#)

Department: Fire, 5 minutes

Requested Action: Consent, April 1st

3. Acceptance of a Grant in the Amount of \$400,000 from the [CM 25-185](#) Washington State Department of Transportation for the purchase of an Electric Fire Engine

[Attachment A: Interagency Agreement](#)

Department: Fire, 5 minutes

Requested Action: Consent, April 1st

4. Acceptance of a Donation in the Amount of \$16,000 from the [CM 25-184](#) Microsoft Corporation for the Purchase of an Electric Fire Engine

[Attachment A: Award Letter from Microsoft](#)

Department: Fire, 5 minutes

Requested Action: Consent, April 1st

5. City Resolution to Renew King County Medic One/EMS Levy [CM 25-186](#)
(2026-2031)

[Attachment A: 2026-2031 EMS Levy Resolution \(draft\)](#)

[Attachment B: Presentation](#)

[Attachment C: Background Information - KC EMS](#)

Department: Fire, 15 minutes

Requested Action: Consent, April 1st

B. Feedback for Study Session - N/A

C. Informational - 10 minutes

1. Fire Prevention 2024 Performance Report [CM 25-187](#)

[Attachment A: 2024 Fire Prevention Performance Data](#)

[Attachment B: Executive Summary](#)

Department: Fire, 10 minutes

Requested Action: Informational

D. Read Only - N/A

ADJOURNMENT

Meeting videos are usually posted by 12 p.m. the day following the meeting at redmond.legistar.com, and can be viewed anytime on Facebook/YouTube (@CityofRedmond) and OnDemand at redmond.gov/OnDemand



Memorandum

Date: 3/18/2025
Meeting of: Committee of the Whole - Public Safety and Human Services

File No. CM 25-136
Type: Committee Memo

TO: Committee of the Whole - Public Safety and Human Services
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

| | | |
|--------|--------------------|--------------|
| Police | Chief Darrell Lowe | 425-556-2521 |
|--------|--------------------|--------------|

DEPARTMENT STAFF:

| | | |
|--------|-------------|---------------------|
| Police | Brian Coats | Deputy Police Chief |
|--------|-------------|---------------------|

TITLE:

Automated Speed Safety Cameras, Amended City Ordinance, and Camera Vendor Service Agreement

OVERVIEW STATEMENT:

The Police Department is seeking Council’s approval to proceed with the development of an automated speed safety program in school zones. Additionally, we request approval of the amended Redmond Municipal Code 10.25, which governs the use of automated traffic safety cameras.

We are also seeking approval of the contract with NovoaGlobal, the selected camera vendor, to implement this program effectively.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
RCW 46.63.220
HSHB 2384
Safer Streets Action Plan
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

State law governing automated traffic safety cameras requires cities to conduct an analysis of proposed camera locations. This analysis must include equity considerations, such as the impact of camera placement on livability, accessibility, economics, education, and environmental health. Additionally, it must demonstrate a clear need for camera placement based on factors such as the presence of vulnerable road users, evidence of speeding, and collision history.

Placing automated safety cameras in school zones will enhance public safety by reducing excessive speeding in areas with high pedestrian and cyclist activity. By ensuring consistent enforcement, these cameras will help create safer environments for students walking or biking to school, families navigating drop-off and pick-up times, and all road users. The expected outcome is a measurable reduction in speeding, fewer near-misses and collisions, and overall improved safety for Redmond’s most vulnerable road users.

A recent update to state law recommends that cities with existing speed safety camera ordinances amend them to align with new statutory requirements. Redmond Municipal Code 10.25 was originally adopted to authorize the use of automated traffic safety cameras for enforcing stoplight and school speed zone violations. As part of the ordinance update, language was added to expand the authorized use of automated traffic safety cameras to park zones, should the City consider placing cameras in those locations.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**

N/A

- **Outreach Methods and Results:**

Fall 2024 Redmond Schools Parent/Guardian Questionnaire. 39.4% of respondents said slower vehicle speeds at surrounding schools would make them more comfortable with their child walking or biking to school.

Another community questionnaire specific to speed safety cameras will be conducted in the spring of 2025. This questionnaire will provide more detailed information about the community’s awareness and general acceptance of speed safety cameras.

- **Feedback Summary:**

N/A

BUDGET IMPACT:

Total Cost:

Money generated from the revenue of this project pays the vendor services.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

228 Criminal Justice

Budget Priority:
Safe and Resilient

Other budget impacts or additional costs: Yes No N/A

If yes, explain:
N/A

Funding source(s):
Speed enforcement fines

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

| Date | Meeting | Requested Action |
|-----------|---|---------------------|
| 9/19/2023 | Committee of the Whole - Public Safety and Human Services | Receive Information |
| 9/17/2024 | Committee of the Whole - Public Safety and Human Services | Provide Direction |
| 1/28/2025 | Study Session | Provide Direction |

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|----------|------------------|------------------|
| 4/1/2025 | Business Meeting | Approve |

Time Constraints:
None

ANTICIPATED RESULT IF NOT APPROVED:

Automated speed enforcement cameras will not be used as a resource in the City.

ATTACHMENTS:

- Attachment A: Amended Redmond Ordinance 10.25
- Attachment B: Speed Camera Program Analysis and Recommendations
- Attachment C: Service Agreement Between the City of Redmond and NovoaGlobal, Inc.
- Attachment D: NovoaGlobal Sole Source Justification.

CODE

CITY OF REDMOND
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, RELATING TO THE USE OF PARK ZONE SPEED CAMERAS; AUTHORIZING USE OF THESE CAMERAS TO DETECT SPEED ZONE INFRACTIONS IN PARK ZONES; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the use of automated traffic safety cameras is authorized to detect stoplight violations at arterial intersections, school speed zone violations, and speeding in park zones or areas identified as high-risk for vulnerable road users; and

WHEREAS, before deploying automated traffic safety cameras at a new location or relocating an existing camera, the City must prepare an analysis of the locations within the jurisdiction where automated traffic safety cameras are proposed to be located before adding traffic safety cameras and such analysis shall include an equity analysis as required by RCW 46.63.220, evaluating the impact on livability, accessibility, economics, education, and environmental health; and

WHEREAS, the safety of pedestrians, cyclists, and motorists in park zones will be enhanced by the use of automated traffic safety cameras placed on streets adjacent to City parks, thereby

promoting a safe environment for residents and park visitors of all ages; and

WHEREAS, the State Legislature has passed a law authorizing local jurisdictions to use automated traffic safety cameras subject to restrictions specified in that legislation; and

WHEREAS, the City Council of Redmond recognizes the value of implementing an automated enforcement program in furtherance of its goals in maintaining a safe traffic/pedestrian environment for its citizenry.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Classification. The amendments to RMC 10.25.010-10.25.070 made in Section 2-7 of this ordinance are of a general and permanent nature and shall become a part of the Redmond Municipal Code.

Section 2. Amendment of Section. RMC 10.25.010 is hereby amended to read as follows:

10.25.010 Use of automated traffic safety cameras authorized.

The use of automated traffic safety cameras is authorized to detect (1) stoplight violations at arterial intersections, (2) school speed zone violations **and (3) park zone violations**, subject to the restrictions specified in state law [~~CHAPTER 167, LAWS OF 2005, "TRAFFIC SAFETY~~

~~CAMERAS," CODIFIED AT RCW 46.63.170, WITH AN EFFECTIVE DATE OF JULY 24, 2005).~~] (RCW 46.63.220, effective July 12, 2024).

Section 3. Amendment of Section. RMC 10.25.030 is hereby amended to read as follows:

10.25.030 Restrictions on use.

The use of automated traffic safety cameras is subject to the following restrictions:

A. Use of automated traffic safety cameras is restricted to arterial intersections, ~~[AND]~~ school speed zones, and park speed zones only.

B. Automated traffic safety cameras may only take pictures of the vehicle and vehicle license plate and only while an infraction is occurring. Pictures taken by automated traffic safety cameras must not reveal the face of the driver or any passenger in the vehicle.

~~[C. THE CITY SHALL CLEARLY MARK EVERY LOCATION WHERE AN AUTOMATED TRAFFIC SAFETY CAMERA IS USED BY PLACING SIGNS IN LOCATIONS THAT CLEARLY INDICATE TO A DRIVER THAT SHE OR HE IS ENTERING A ZONE WHERE TRAFFIC LAWS ARE ENFORCED BY AN AUTOMATED TRAFFIC SAFETY CAMERA. MARKINGS OR SIGNALS SHALL CLEARLY INDICATE WHEN AUTOMATED SAFETY CAMERAS ARE ENFORCING SCHOOL SPEED ZONE LAW.]~~

D. All locations where an automated traffic safety camera is used must be clearly marked with signage installed at least 30 days before the camera becomes operational. The signage must clearly inform drivers that they are entering an area where traffic violations are enforced by an automated traffic safety camera. Additionally, in school speed zones, the signage must explicitly indicate that automated safety cameras are being used to enforce school speed zone laws.

Section 4. Amendment of Section. RMC 10.25.050 is hereby amended to read as follows:

For the purposes of this chapter, "automated traffic safety camera" means a device that uses a vehicle sensor installed to work in conjunction with an intersection traffic control system and a camera synchronized to automatically record one (1) or more sequenced photographs, microphotographs, or electronic images of the rear of a motor vehicle at the time the vehicle fails to stop when facing a steady red traffic control signal or exceeds a speed limit in a school or park zone as detected by a speed measuring device.

Section 5. Amendment of Section. RMC 10.25.060(A) is hereby amended to read as follows:

A. In a traffic infraction case involving an infraction detected through the use of an automated traffic

safety camera, as described herein and in RCW 46.63.220[170], proof that the particular vehicle described in the notice of traffic infraction was in violation of RCW 46.61.055 or 46.61.440, together with proof that the person named in the notice of traffic infraction was at the time of the violation the registered owner of the vehicle, constitutes in evidence a prima facie presumption that the registered owner of the vehicle was the person in control of the vehicle at the point where, and for the time during which, the violation occurred.

Section 6. Amendment of Section. RMC 10.25.070 is hereby amended to read as follows:

Infractions detected through the use of automated traffic safety cameras, as described herein and in RCW 46.63.220[170], are not part of the registered owner's driving record under RCW 46.52.101 and 46.52.120. Additionally, infractions generated by the use of automated traffic safety cameras under this chapter shall be processed in the same manner as parking infractions as set forth in RCW 3.46.120, 3.50.100, 3.62.040, 46.16.216 and 46.20.270(3).

Section 7. Amendment of Section. RMC 10.25.080(D) is hereby amended to read as follows:

D. Any money received from penalties for red light, ~~[AND]~~ school speed zone, and park speed zone infractions detected

by an automated traffic safety camera shall be used to cover the cost of the automated traffic safety camera program and any money received that exceeds the cost of the program shall only be used for additional traffic safety programs and traffic safety capital improvements within the City.

Section 8. Severability. If any section, sentence, clause or phrase of this ordinance, of the Redmond Municipal Code, shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 9. Effective Date. This ordinance shall take effect and be in full force five (5) days after publication of a summary thereof consisting of the title.

ADOPTED by the Redmond City Council this _____ day of _____, 2024.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

DANIEL KENNY, CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
SIGNED BY THE MAYOR:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.



City of Redmond

SPEED CAMERA PROGRAM ANALYSIS & RECOMMENDATIONS

February 5, 2025



Brian Coats, Deputy Police Chief, Redmond Police Department and
Michael Hintze, Transportation Planning Manager, City of Redmond

EXECUTIVE SUMMARY

Automated traffic safety cameras have been shown to significantly reduce speeding and collisions, creating safer environments for all road users, particularly in school and park zones where vulnerable populations are most at risk. 2025 speed studies show significant speeding in school and park zones, with up to 62% of vehicles exceeding speed limits and 10 - 12% in certain park areas. Crash data (2019 - 2024) highlights traffic safety concerns, with school zones recording 47 crashes. In park zones there were 155 reported crashes, including one death and 36 injury-related incidents. Automated speed enforcement cameras in school zones will deter speeding and enhance safety for the City's vulnerable road users.

Automated cameras eliminate the potential for bias in enforcement by objectively targeting vehicle speed rather than the individual operating the vehicle. This ensures that all drivers are treated consistently and fairly.

The current proposal is to place automated speed enforcement cameras in school zones at the following locations:

- Redmond High School – 17272 NE 104th Street
- Redmond Middle School – 10055 166th Avenue NE
- Rose Hill Middle School – 13505 NE 75th Street

After implementing automated speed safety cameras in school zones, the Police Department proposes expanding the program to include park zones. Speed surveys have been conducted at the following locations:

- Grass Lawn Park – 7031 148th Avenue NE
- Idylwood Park – 3650 West Lake Sammamish Parkway NE
- Anderson Park - 7802 168th Avenue NE
- Marymoor Park – 6046 West Lake Sammamish Parkway NE
- Sixty Acres Park – 15200 NE 116th Street
- Esterra Park – 2718 156th Avenue NE

Equity is a core guiding principle in the City of Redmond; all locations where speed safety cameras are proposed have higher percentages of one or more underserved populations than the city (except for the Idylwood Park area) (Table 1).

Speed safety cameras can potentially impose a financial burden on low-income individuals. To minimize these harms and comply with the RCW, the City of Redmond will coordinate with the Northeast District Court to allow various payment options.

A warning period of approximately 30 days will commence to assess and refine the system before issuing fines.

The Police Department will provide the City Council with an update on this data at least twice annually.

PURPOSE

This Speed Safety Camera Program Analysis and Recommendations report aims to evaluate proposed locations for automated traffic safety cameras within the City of Redmond, as required by RCW 46.63.220(3). This analysis ensures that camera placement decisions are informed by a thorough examination of considerations, including their impact on equity, livability, accessibility, economics, education, and environmental health.

Automated traffic safety cameras have been shown to significantly reduce speeding and collisions, creating safer environments for all road users, particularly in school and park zones where vulnerable populations are most at risk. Unlike traditional enforcement methods that require a uniformed police presence at every location, traffic safety cameras provide a cost-effective and scalable solution to changing driver behavior.

Automated cameras eliminate the potential for bias in enforcement by objectively targeting vehicle speed rather than the individual operating the vehicle. This ensures that all drivers are treated consistently and fairly.

In addition, this report demonstrates the need for traffic cameras in each proposed location through data-driven evidence, such as:

- Travel by vulnerable road users
- Documented speeding incidents
- Rates of collisions
- Near-collision reports
- The ineffectiveness or lack of feasibility of other mitigation measures

The City of Redmond aims to enhance public safety, address community concerns, and ensure a fair, equitable, and transparent approach to implementing automated traffic safety cameras. This report provides an analysis of considerations for the proposed traffic camera locations and examines whether there is a demonstrated need for such cameras. The current proposal is to place automated speed enforcement cameras in school zones at the following locations:

- Redmond High School – 17272 NE 104th Street
- Redmond Middle School – 10055 166th Avenue NE
- Rose Hill Middle School – 13505 NE 75th Street

After implementing automated speed safety cameras in school zones, the Police Department plans to propose expanding the program to include park zones. Speed surveys have been conducted at the following locations:

- Grass Lawn Park – 7031 148th Avenue NE
- Idylwood Park – 3650 West Lake Sammamish Parkway NE
- Anderson Park - 7802 168th Avenue NE
- Marymoor Park – 6046 West Lake Sammamish Parkway NE
- Sixty Acres Park – 15200 NE 116th Street

- Esterra Park –2718 156th Avenue NE

BACKGROUND

The City of Redmond adopted Chapter 10.25 of the Redmond Municipal Code in 2006, authorizing the use of automated traffic safety cameras to enforce traffic laws and enhance public safety. The ordinance specifically allowed the deployment of automated cameras in areas, such as school zones and intersections to address speeding and red-light violations.

In June 2024, Washington state enacted Senate Bill 2384, which revised the legal framework governing automated speed cameras for traffic enforcement. The updated legislation expanded the permissible locations for automated cameras to include school speed zones, school walk zones, public park speed zones, hospital speed zones, and roadway work zones. **Additionally, the law introduced a requirement for cities to conduct an equity analysis before installing cameras. This analysis must evaluate the potential impact of camera placement on the community’s livability, accessibility, economics, educational opportunities, and environmental health.**

EQUITY CONSIDERATIONS

Equity is a core guiding principle in the City of Redmond’s Comprehensive Plan update (Redmond 2050). From a transportation equity perspective, the City of Redmond prioritizes the safety of vulnerable road users, which includes youth, persons with disabilities, older adults, and low English proficiency populations. The City also considers low income households and car ownership as indicators for populations that may be more dependent on public transit, walking, and biking and more vulnerable to crash risk. Creating safer streets using strategies, such as speed safety cameras aligns with the City’s transportation equity goals. Table 1 shows that all locations where speed safety cameras are proposed have higher percentages of one or more underserved populations when compared to the City overall (with the exception of the Idylwood Park area). Economic impacts to under-served populations are discussed below.

Table 1: Percent Under-Resourced Population Within Areas Proposed for Speed Safety Cameras

| Location | Household with Seniors (64+) | Youth Population (under 18) | Low-Income (200% of Federal Poverty Threshold) | Minority Population | Disabled Adult Population | Cost-Burden Household | Limited English Proficient Population |
|------------------------|------------------------------|-----------------------------|--|---------------------|---------------------------|-----------------------|---------------------------------------|
| Redmond High School | 59% | 16% | 4% | 26% | 8% | 55% | 1% |
| Rosehill Middle School | 31% | 19% | 8% | 32% | 9% | 19% | 6% |

| | | | | | | | |
|---------------------------|------------|-----|------------|-----|-----------|------------|------------|
| Redmond Middle School | 36% | 19% | 11% | 46% | 5% | 20% | 12% |
| Redmond Elementary School | 19% | 32% | 5% | 67% | 5% | 5% | 6% |
| Grass Lawn Park | 28% | 16% | 6% | 47% | 9% | 39% | 14% |
| Idylwood Park | 18% | 20% | 1% | 47% | 7% | 14% | 9% |
| Anderson Park | 5% | 5% | 21% | 48% | 5% | 48% | 8% |
| Marymoor Park | 31% | 13% | 18% | 42% | 7% | 41% | 11% |
| City-wide | 22% | 22% | 11% | 49% | 7% | 25% | 11% |

1

2

Livability

A livable community is one that is safe and secure, has affordable and appropriate housing and transportation options, and has supportive community features and services. Redmond's Speed Safety Camera Program supports livability as it is intended to slow vehicle traffic in school and park zones, making it safer for all community members, and reducing noise generated by vehicles traveling at higher speeds. Residents and visitors in the specific neighborhoods where cameras are being deployed will benefit most. The City will monitor for any unintended consequences, such as traffic diverting to avoid cameras through its annual traffic volume count program and Q-Alert system, which allows community members to submit requests and concerns. In addition, traffic collisions and speed data will continue to be collected and analyzed to ensure livability benefits are fully realized.

Accessibility

Accessibility, or the ability for a person to access their destinations directly and without barriers, will be enhanced by the deployment of speed safety cameras. Crossing the street can be a significant barrier to pedestrians, particularly children, and is often a major concern for parents and guardians who are considering allowing their children to walk, bike, or roll to school. Speed safety cameras will encourage slower vehicle speeds, which will improve drivers yielding to pedestrians and bicyclists who are crossing the street.

Economics

While the road users most likely to incur fines are drivers of personal vehicles, there is potential for speed safety cameras to impose a financial burden on low-income individuals. To minimize these

¹ Blue number represents that the average of the neighborhood is higher than the citywide average.

² The analysis unit is Census block group.

harms on low-income individuals and comply with the RCW, the City of Redmond will coordinate with Northeast District Court to allow for options to enter into a payment plan, or for first time offenders, seek automatic relief in the form of a 50% reduction in the fine if they meet established criteria.³ A form for fine reduction would be included with the citation.

Education

Transparency is critical for a Speed Safety Camera Program. The City of Redmond will ensure that the community is aware of speed safety camera installations, why they are being installed, when cameras will be active, how they work, fine amounts, and provide clear answers to frequently asked questions. The City of Redmond will use a variety of channels to educate the community such as, social media, earned media, and the City’s website. When the program is fully operational, a warning period of approximately 30 days will commence to assess and refine the system before fines are issued.

Environmental Health

Speed safety cameras are expected to contribute positively to environmental health by promoting safer and more efficient traffic flow. These cameras encourage compliance with speed limits and reduce instances of aggressive driving, which in turn minimizes sudden acceleration and braking, both of which contribute to increased fuel consumption and emissions. Additionally, speed safety cameras may positively impact environmental health by reducing vehicle speeds, leading to lower noise pollution and a decreased risk of traffic collisions, which can have environmental consequences.

DEMONSTRATED NEED FOR AUTOMATED SPEED CAMERAS

School Zone Speed Studies

Speed survey data collected at Redmond High School, Rose Hill Middle School, and Redmond Middle School in January 2025 highlights a consistent pattern of speeding in school zones during peak commute hours, posing significant safety risks to vulnerable road users on foot, bicycle, and other modes of transportation. As illustrated below, the data shows that every day about 20% of the total vehicles were traveling at least 6 mph over the posted limit at Redmond High School and Redmond Middle School, and over 50% of the total vehicles were traveling at least 6 mph over the limit at Rose Hill Middle School. See Table 2.

Table 2a: Redmond High School (NE 104th Street) – 20 MPH AM and PM School Zone

| | Wednesday, Jan. 22, 2025 | Thursday, Jan. 23, 2025 | Friday, Jan. 24, 2025 |
|---------------------|-----------------------------|----------------------------|--------------------------|
| Total Vehicle Count | 2,098 | 2,138 | 2,061 |
| 6+ Over the Limit | 414 | 424 | 404 |

³ This mechanism is not available to individuals who have had a similar citation within the previous three weeks.

| | | | |
|---------|-------|-------|-------|
| Percent | 19.7% | 19.8% | 19.6% |
|---------|-------|-------|-------|

Highest recorded speed: **43 MPH**

Table 2b: Redmond Middle School (166th Avenue NE) – 20 MPH School Zone

| | Wednesday, Jan. 22, 2025 | Thursday, Jan. 23, 2025 | Friday, Jan. 24, 2025 |
|---------------------|-----------------------------|----------------------------|--------------------------|
| Total Vehicle Count | 2,697 | 2,928 | 2,784 |
| 6+ Over the Limit | 504 | 595 | 601 |
| Percent | 18.7% | 20.3% | 21.6% |

Highest recorded speed: **62 MPH**

2c: Rose Hill Middle School (140th Avenue NE) – 20 MPH School Zone

| | Wednesday, Jan. 22, 2025 | Thursday, Jan. 23, 2025 | Friday, Jan. 24, 2025 |
|---------------------|-----------------------------|----------------------------|--------------------------|
| Total Vehicle Count | 655 | 670 | 672 |
| 6+ Over the Limit | 381 | 401 | 419 |
| Percent | 58% | 59.9% | 62.4% |

Highest recorded speed: **54 MPH**

School Zone Safety Data

An analysis of five years of crash data (2019 - 2024) shows that there have been no fatal crashes and a total of four injury crashes among the three school zones with no crashes in the Rose Hill Middle School zone.

Table 3: Crash Data for School Zones (2019 - 2024)

| Location | Boundary | Number of Crashes | Fatal | Injury | Property Damage |
|-------------------------|---|-------------------|-------|--------|-----------------|
| Redmond High School | NE 104th St from 170th Ave NE to 179th Ave NE | 5 | 0 | 1 | 4 |
| Rose Hill Middle School | NE 75th St from 134th Ave NE to 140th Ave NE | 0 | 0 | 0 | 0 |
| Redmond Middle School | 166th Ave NE from NE 98th St to NE 107th St; NE 104th St from 163rd Ave NE to 168th Ave NE | 11 | 0 | 3 | 8 |

PARK ZONES

Park Zone Speed Data

Speed surveys conducted at Grass Lawn, Idylwood, Marymoor, Anderson, Sixty Acres, and Esterra parks highlight a consistent and significant issue with speeding during park hours, posing a danger to pedestrians, cyclists, and other park visitors. See Table 4:

Table 4a: Grass Lawn Park (Old Redmond Road) 30 MPH Speed Limit

| | Sunday, Dec. 31, 2023 | Monday, Jan. 1, 2024 | Tuesday, Jan. 2, 2024 | Wednesday, Jan. 3, 2024 | Thursday, Jan. 4, 2024 |
|---------------------|--------------------------|----------------------------|--------------------------|----------------------------|---------------------------|
| Total Vehicle Count | 4,588 | 3,562 | 7,845 | 8,410 | 8,132 |
| 11+ Over | 203 | 189 | 279 | 306 | 301 |
| Percent | 4.4% | 5.2% | 3.6% | 3.6% | 3.7% |

Table 4b: Idylwood Park (West Lake Sammamish Parkway NE) 35 MPH Speed Limit

| | Sunday, Dec. 31, 2023 | Monday, Jan. 1, 2024 | Tuesday, Jan. 2, 2024 | Wednesday, Jan. 3, 2024 | Thursday, Jan. 4, 2024 |
|---------------------|--------------------------|-------------------------|--------------------------|----------------------------|---------------------------|
| Total Vehicle Count | 2,990 | 2,586 | 5,053 | 5,504 | 5,481 |
| 11+ Over | 72 | 74 | 86 | 124 | 101 |
| Percent | 2.4% | 2.9% | 1.7% | 2.3% | 1.8% |

Table 4c: Marymoor Park (West Lake Sammamish Parkway NE) 35 MPH Speed Limit

| | Sunday, Dec. 31, 2023 | Monday, Jan. 1, 2024 | Tuesday, Jan. 2, 2024 | Wednesday, Jan. 3, 2024 | Thursday, Jan. 4, 2024 |
|---------------------|--------------------------|-------------------------|--------------------------|----------------------------|---------------------------|
| Total Vehicle Count | 6,056 | 4,555 | 8,068 | 8,727 | 8,625 |
| 11+ Over | 663 | 586 | 823 | 895 | 825 |
| Percent | 10.9% | 12.9% | 10.2% | 10.3% | 9.6% |

Table 4d: Anderson Park (NE 79th Street) 25 MPH Speed Limit

| | Wednesday, July 17, 2024 | Thursday, July 18, 2024 | Friday, July 19, 2024 | Saturday, July 20, 2024 | Sunday, July 21, 2024 |
|---------------------|-----------------------------|----------------------------|--------------------------|----------------------------|--------------------------|
| Total Vehicle Count | 7,366 | 7,236 | 6,514 | 5,424 | 4,951 |
| 11+ Over | 83 | 92 | 88 | 70 | 57 |
| Percent | 1.1% | 1.3% | 1.4% | 1.3% | 1.2% |

Table 4e: Sixty Acres Park (NE 116th Street) 35 MPH Speed Limit

| | Thursday, July 25, 2024 | Friday, July 26, 2024 | Saturday, July 27, 2024 | Sunday, July 28, 2024 | Monday, July 29, 2024 |
|---------------------|----------------------------|--------------------------|----------------------------|--------------------------|--------------------------|
| Total Vehicle Count | 1,403 | 4,415 | 5,035 | 4,928 | 1,045 |
| 11+ Over | 81 | 7 | 12 | 9 | 79 |
| Percent | 5.8% | .16% | .24% | .18% | 7.6% |

Table 4f: Esterra Park (Turing Street) 25 MPH Speed Limit

| | Thursday, July 25, 2024 | Friday, July 26, 2024 | Saturday, July 27, 2024 | Sunday, July 28, 2024 | Monday, July 29, 2024 |
|---------------------|----------------------------|--------------------------|----------------------------|--------------------------|--------------------------|
| Total Vehicle Count | 4,918 | 4,346 | 3,319 | 2,939 | 4,208 |
| 11+ Over | 142 | 110 | 82 | 82 | 126 |
| Percent | 2.9% | 2.5% | 2.5% | 2.8% | 3% |

The speed survey data across all three schools and identified park zones demonstrates a consistent and significant need for enhanced speed enforcement. Excessive speeds in these areas create an unsafe environment for vulnerable road users, particularly during times when pedestrian, cyclist, and vehicle traffic are at their highest. School zones see high volumes of students walking, biking, or rolling to school, as well as families dropping off or picking up children, intensifying the risk of collisions and near-misses caused by speeding vehicles.

Similarly, parks are frequented by families, children, and recreational users who rely on safe crossings and streets with traffic calming measures to access these community spaces. High volumes of pedestrians and cyclists in park zones further underscore the need for speed control measures to protect vulnerable road users from the dangers of speeding vehicles. Parks serve as vital hubs for recreation and community engagement, and ensuring safe access to these spaces is critical to the livability of the City of Redmond.

The installation of automated speed enforcement cameras in both school and park zones would serve as a critical deterrent to speeding, significantly improve compliance with posted speed limits, and enhance safety for all road users. By reducing vehicle speeds, these cameras would not only mitigate the

heightened risk of collisions, but also create a safer and more accessible environment for students, families, and community members navigating these high-risk areas.

Park Zone Safety Data

Crash data from 2019 to 2024 underscores the ongoing traffic safety concerns in Redmond’s park zones, where a total of 155 crashes have occurred, resulting in **one death and 36 injury-related incidents**. Anderson Park alone accounted for **122 crashes**, highlighting the risks in high-traffic recreational areas. Even in smaller park zones like Grass Lawn, Idylwood, and Marymoor, crashes continue to impact pedestrian and vehicle safety, with the majority resulting in property damage.

These numbers emphasize the need for enhanced traffic enforcement measures, such as automated safety cameras, to reduce speeding and improve overall safety in park zones. By addressing these concerns proactively, the City can better protect its residents, visitors, and vulnerable road users enjoying our parks.

Table 5: Crash Data for Park Zones (2019 - 2024)

| Location | Boundary | Number of Crashes | Fatal | Injury | Property Damage |
|-----------------|---|-------------------|-------|--------|-----------------|
| Grass Lawn Park | 148th Ave NE from NE 68th St to NE 74th St; Old Redmond Way from 141st Ave NE to 149th Ave NE | 19 | 1 | 4 | 14 |
| Idylwood Park | West Lake Sammamish Pkwy NE from 180th Ave NE to NE 39th Ct | 5 | 0 | 1 | 4 |
| Anderson Park | Redmond Way from 166th Ave NE to 170th Ave NE; NE 79th St from 166th Ave NE to Avondale Way | 122 | 0 | 27 | 95 |
| Marymoor Park | East Lake Sammamish PKWY NE from NE 53rd Ct to NE 65th St | 9 | 0 | 4 | 5 |

SPEED CAMERA DEPLOYMENT PLAN

The following steps are required or encouraged either by Washington state law, city ordinance, or best practices.

- **Signage:** As required by RCW 46.63.220(7), signs notifying drivers they are within an area where automated traffic safety cameras are authorized or entering an area where violations are enforced by an automated traffic safety camera must be placed **30 days prior** to the activation of cameras.

- **School Zone Beacons:** School zone speeding violations will only be issued during designated school hours when amber beacons are flashing. These designated hours typically include 30 minutes before the start of school and after school until 5 p.m. to account for extracurricular activities when children are present. Enforcement of school zone speeding violations will be closely aligned with the school's schedule to ensure accuracy and fairness.
- **Speeding Enforcement Threshold:** The National Highway Traffic Safety Association (NHTSA) recommends a threshold of no less than 6 mph above the speed limit in school zones and a threshold of up to 11 mph on most roads.⁴
- **Fines:** Per RCW 46.63.220(16), the amount of fine issued using an automated traffic safety camera may not exceed \$145* on public roads and may be doubled to \$290* in school zones.
- **Warnings:** When the program is fully operational, a warning period of approximately 30 days will commence to assess the system and correct problems before fines are issued. The program does not have a system for issuing warning notices for first-time violators.
- **Objective Enforcement:** Per RCW 46.63.220(8), automated traffic safety cameras are limited to recording images of the vehicle and its license plate, and only during the occurrence of a violation. These cameras are specifically designed to ensure privacy by not capturing images that reveal the faces of the driver or passengers. Additionally, data is not shared between automated traffic safety cameras and fixed automated license plate reading cameras.
- **Due Process:** A notice of infraction must be mailed to the registered owner of the vehicle within 14 days of the violation. The registered owner of the vehicle is responsible for an infraction, unless they state under oath the vehicle was stolen or in control by a person other than the registered owner. A person receiving an infraction notice based on evidence detected by an automated traffic safety camera may respond to the notice by mail. All notices are reviewed and approved by police staff.
- **Vendor Services:** The automated traffic safety camera vendor is compensated solely for the value of the equipment and administrative services. The vendor's fees may not be based on a portion of the fine revenue generated by the equipment.

*Fine amounts are adjusted by inflation every 5 years

Reduced Penalties for Eligible Recipients

Per RCW 46.63.210-260, registered vehicle owners who receive notices for infractions enforced by automated traffic safety cameras and are recipients of public assistance or participants in the

⁴ NHTSA Speed Enforcement Camera Systems Operational Guidelines [Microsoft Word - Job 4660 Speed Enforcement Camera Systems Operational Guidelines April 15 2008.doc](#)

Washington Women, Infants, and Children (WIC) Program are eligible for a 50% reduction in penalties upon request.

Mandatory Reporting

The statute governing automated speed safety cameras requires cities to post an annual report on the City's website detailing the number of collisions that occurred at each location where an automated safety camera is located, as well as the number of infractions issued for each camera. Additionally, the Police Department will provide City Council with an update on this data at least twice annually.

Community Engagement

The Fall 2024 Redmond Schools Parent/Guardian Transportation Questionnaire was open in October 2024 and was sent out to parents and guardians at the elementary and middle schools. Some of the questions asked pertained to safety around schools.

41/104 (39.4%) respondents said that slower vehicle speeds surrounding schools would make them feel more comfortable with their child walking or biking to school.

In a free response question asking if there are any specific improvements that would make them feel more comfortable with their children walking or biking to school, 10/42 (23.8%) respondents shared that drivers are ignoring speed limits, driving too fast, or otherwise speeding through school zones and it is making their children unsafe.

Another community questionnaire specific to speed safety cameras will be conducted in the spring of 2025. This questionnaire will provide more detailed information about the community's awareness and general acceptance of speed safety cameras as a traffic safety tool.

Police staff have engaged City Council in conversations about the automated traffic safety programs during committee meetings on Sept. 19, 2023, Sept. 17, 2024 and most recently discussed this topic during the Jan. 28, 2025 Council study session.

Automated traffic safety cameras were discussed with the Chief's Community Equity Action Team (CEAT) on Jan. 22, 2025. We received no comments, questions, or concerns from the team.

City and Court Staffing

If the proposed implementation of an automated traffic safety program is approved by the City Council, it will significantly increase the volume of infractions and the time required for court staff to process and adjudicate them. Northeast District Court staff, who already manage infractions from automated cameras in other jurisdictions within their purview, have expressed confidence that their current staffing levels are sufficient to handle the anticipated increase.

The City's Finance Department will need to establish a financial remittance process to ensure all revenue generated by automated safety cameras is allocated to cover the costs of additional traffic safety programs and traffic safety capital improvement projects.

SUMMARY

The City of Redmond is planning to implement new traffic safety cameras to enhance public safety by reducing speeding in key areas. The placement and deployment of these cameras are guided by best practices in equitable traffic management, using both national research and local data. By taking these steps, we are addressing safety concerns, promoting fairness, and improving the overall quality of life for everyone in Redmond.

This report evaluates the placement of automated traffic safety cameras in Redmond, ensuring equitable and data-driven decision-making. Automated cameras are a cost-effective way to reduce speeding and collisions, particularly in school and park zones, protecting vulnerable road users such as children, seniors, and pedestrians. The report examines the impact on equity, including livability, accessibility, economic considerations, education, and environmental health.

Speed studies show significant speeding in school and park zones, with up to 62% of vehicles exceeding speed limits in school zones and 10 - 12% in certain park areas. Crash data (2019 - 2024) highlights traffic safety concerns, with school zones recording 47 crashes and park zones reporting 155 crashes, including one death and 36 injury-related incidents. Automated speed enforcement cameras in school zones will deter speeding and enhance safety for the City's vulnerable road users.

**SERVICES AGREEMENT
BETWEEN THE CITY OF REDMOND, WASHINGTON
AND NOVOAGLOBAL, INC. FOR
TRAFFIC INFRACTION DETECTION & ENFORCEMENT PROGRAM**

This **AGREEMENT** (the “**Agreement**”) made this day of May, 2024, by and between NovoaGlobal, Inc., a Delaware corporation having a place of business at 8018 Sunport Drive, Suite 203, Orlando, Florida 32809 (“**NG**”), and the City of Redmond, a municipal corporation of the State of Washington, having an address at 15670 NE 85th St, Redmond, WA 98052 (the “**Customer**” and together with NG, the “**Parties**” and each singularly a “**Party**”).

WITNESSETH:

WHEREAS, pursuant to the Chapter 10.25 of the Redmond Municipal Code as currently enacted or hereafter amended, the Customer may implement an automated photo enforcement program; and

WHEREAS, NG has the knowledge, possession, and ownership of certain equipment, licenses and processes, referred to collectively as the NG Safety System (the “**System(s)**”); and

WHEREAS, the Customer desires to use the Systems to monitor and enforce school speed zone violations. Future uses could include park zone speed enforcement and red-light violations in accordance with applicable laws and ordinances; and

WHEREAS, the Parties desire to enter into this Agreement, whereby NG will (i) install and assist the Customer in the administration and operation of the Systems, as described in more detail on *Exhibit A* to this Agreement at the locations within the Customer’s jurisdiction, and provide to the Customer the services (the “**Services**”), all as more fully described on *Exhibit A*;

NOW, **THEREFORE**, in consideration of the mutual terms, covenants, and conditions contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. RECITALS AND EXHIBITS. The foregoing recitals are true and correct and are hereby incorporated in *haec verba*. All exhibits attached to this Agreement contain additional terms of this Agreement and are hereby incorporated in *haec verba*.

2. SERVICES

2.1. NG agrees to use commercially reasonable efforts to install and provide to the Customer for the Term the Systems and Services including the equipment (the “**Equipment**”) and software (the “**Software**”) to be supplied and installed by NG in accordance with *Exhibit A* (including the provision of all construction drawings, permit applications and other documents required by applicable law for the

installation and operation of the System(s)). In addition, if and to the extent set forth in *Exhibits A and B* NG shall also supply to the Customer:

- 2.1.1. infraction preparation processes that assist the Customer in complying with current applicable law;
 - 2.1.2. training of personnel designated by the Customer involved with the operation of the Systems and/or the enforcement and disposition of infractions;
 - 2.1.3. expert witness testimony regarding the operation and functionality of the System; and
 - 2.1.4. other support services for the System as set forth in *Exhibit A*.
- 2.2. The Customer understands and agrees that (i) NG may, subject to the prior approval of the Customer, which approval shall not be unreasonably delayed, conditioned or withheld, subcontract with third parties for the provision or installation of part or parts of the Systems or Services and (ii) installation of the Systems requires the Customer's cooperation and compliance with NG's reasonable instructions (including but not limited to Customer's provision of the personnel, equipment, engineering plans, and other resources as described in *Exhibit A* or as otherwise reasonably requested by NG) and reasonable access by NG (or such third parties) to Customer premises and systems and the Customer agrees to provide all of the foregoing to NG.
- 2.3. The Customer understands and agrees that the Systems will be owned by NG (or its designees). The Customer shall use its best efforts to assist NG to identify any third-party who is responsible for damage to the Systems or any part thereof.
- 2.4. NG shall coordinate its work with the Customer's police, public works and engineering departments and, as necessary or required, with the Department of Transportation.

3. LICENSE/RESERVATION OF RIGHTS

- 3.1. LICENSE. Subject to the terms and conditions of this Agreement, NG hereby grants the Customer during the Term, and the Customer hereby accepts from NG upon the terms and conditions herein specified, a non-exclusive, non-transferable license during the Term of this Agreement to: (a) solely within the Customer, access and use the NG System (including any hardware and software provided or given access to the customer) for the sole purpose of reviewing Potential Violations and authorizing the issuance of NOIs pursuant to the terms of this Agreement, and to print copies of any content posted on the NG System in connection therewith, (b)

disclose to the public (including outside of the Customer) that NG is providing services to the Customer in connection with Photo Enforcement Program pursuant to the terms of this Agreement, and (c) use and display the NG Marks on or in marketing, public awareness or education, or other publications or materials relating to the Photo Enforcement Program, so long as any and all such publications or materials are approved in advance by NG. Except as provided in Section 22 the license rights granted to Customer in the Section shall terminate at the expiration or termination of the Agreement.

- 3.2. RESERVATIONS OF RIGHTS.** The Customer hereby acknowledges and agrees that: (a) NG is the sole and exclusive owner of the NG System, the NG Marks, all Intellectual Property arising from or relating to the NG System, and any and all related Equipment, (b) the Customer neither has nor makes any claim to any right, title or interest in any of the foregoing, except as specifically granted or authorized under this Agreement, and (c) by reason of the exercise of any such rights or interests of Customer pursuant to this Agreement, the Customer shall gain no additional right, title or interest therein.
- 3.3. RESTRICT USE.** The Customer hereby covenants and agrees that it shall not (a) make any modifications to the NG System, including but not limited to any Equipment, (b) alter, remove or tamper with any NG Marks, (c) use any of the NG Marks in any way which might prejudice their distinctiveness, validity or the goodwill of NG therein, (d) use any trademarks or other marks other than the NG Marks in connection with the Customer's use of the NG System pursuant to the terms of this Agreement without first obtaining the prior consent of NG, or (e) disassemble, de-compile or otherwise perform any type of reverse engineering to the NG System, the NG System, including but not limited to any Equipment, or to any, Intellectual Property or Proprietary Property of NG, or cause any other Person to do any of the foregoing.
- 3.4. PROTECTION OF RIGHTS.** NG shall have the right to take whatever action it deems necessary or desirable to remedy or prevent the infringement of any Intellectual Property of NG, including without limitation the filing of applications to register as trademarks in any jurisdiction any of the NG Marks, the filing of patent application for any of the Intellectual Property of NG, and making any other applications or filings with appropriate Governmental Authorities. The Customer shall not take any action to remedy or prevent such infringing activities, and shall not in its own name make any registrations or filings with respect to any of the NG Marks or the Intellectual Property of NG without the prior written consent of NG.
- 3.5. INFRINGEMENT.** The Customer shall use its reasonable best efforts to give NG prompt notice of any activities or threatened activities of any Person of which it

becomes aware that infringes or violates the NG Marks or any of NG's Intellectual Property or that constitute a misappropriation of trade secrets or act of unfair competition that might dilute, damage or destroy any of the NG Marks or any other Intellectual Property of NG. NG shall have the exclusive right, but not the obligation, to take action to enforce such rights and to make settlements with respect thereto. In the event that NG commences any enforcement action under this Section 3.5, then the Customer shall render to NG such reasonable cooperation and assistance as is reasonably requested by NG, and NG shall be entitled to any damages or other monetary amount that might be awarded after deduction of actual costs; provided, that NG shall reimburse the Customer for any reasonable costs incurred in providing such cooperation and assistance.

3.6. **INFRINGEMENT USE.** The Customer shall give NG prompt written notice of any action or claim action or claim, whether threatened or pending, against the Customer alleging that the NG Marks, or any other Intellectual Property of NG, infringes or violates any patent, trademark, copyright, trade secret or other Intellectual Property of any other Person, and the Customer shall render to NG such reasonable cooperation and assistance as is reasonably requested by NG in the defense thereof; provided, that NG shall reimburse the Customer for any reasonable costs incurred in providing such cooperation and assistance. If such a claim is made and NG determines, in the exercise of its sole discretion, that an infringement may exist, NG shall have the right, but not the obligation, to procure for the Customer the right to keep using the allegedly infringing items, modify them to avoid the alleged infringement or replace them with non-infringing items.

4. **TERM**

4.1. The effective date of this Agreement shall be the date first written above (the “**Effective Date**”). The initial term (the “**Initial Term**”) of this Agreement, shall begin upon the Effective Date, following full execution of the Agreement by the Parties, and shall continue until the fifth (5th) annual anniversary of the Installation Date (the “**Installation Date**”). The “Installation Date” shall be the latest date that a System becomes installed and operational (issue payable violations).

4.2. The terms of this Agreement shall be automatically extended for two (2) additional terms of five (5) years (each, a “**Renewal Term**”), on the same terms and conditions specified herein except that the amounts due pursuant to Section 6 hereof shall be adjusted in accordance with the lesser of the change in the Consumer Price Index – All Urban Consumers – U.S. City Average (“**CPI**”) or four (4) percent and by multiplying said amounts by the percentage change in the CPI (or four (4) percent, as applicable) from the beginning of the immediately preceding term to the

end of the immediately preceding Term. (Each Renewal Term, if any, together with the Initial Term, the “**Term**”).

5. TERMINATION AND EXPIRATION

- 5.1.** This Agreement may be terminated by mutual written consent of the Parties.
- 5.2.** This Agreement may be terminated for cause, by either Party if the other Party fails in any material way to perform its obligations under the Agreement or otherwise defaults in the performance of any obligation under this Agreement and such failure or default continues for more than forty-five (45) days after written notice thereof to the defaulting Party.
- 5.3.** NG may terminate this Agreement, without liability, on thirty (30) days advance written notice if NG concludes in its reasonable discretion that (i) potential or actual liability of NG to third parties (other than persons claiming to own Intellectual Property required for the operation of the System) arising out of or in connection with the System makes the program impractical, uneconomical or impossible to continue.
- 5.4.** The Customer may terminate this Agreement on thirty (30) days advance written notice if the Customer concludes in its reasonable discretion that (i) potential or actual liability of the Customer to third parties arising out of or in connection with the System makes the program impractical, uneconomical, legally contested or impossible to continue; and/or (ii) the Systems cannot be installed. Violation of the Customer’s ethics code would constitute cause to terminate this agreement.
- 5.5.** The Customer may terminate this Agreement on thirty (30) days advance written notice if state statutes are amended to prohibit or substantially change the operation of the Systems, or a court having jurisdiction over the City rules, or state or federal statute declares, that infractions generated from the Systems are inadmissible in evidence.
- 5.6.** Upon termination or expiration of this Agreement, the Parties recognize that the Customer will have to process violations in the “pipeline,” and that NG accordingly must assist the Customer in this accord. Accordingly, the Parties shall take the following actions during the wind-down period, and shall have the following obligations, outlined in Sections 5.7 and 5.8 below, which obligations shall survive termination or expiration of the Agreement:
- 5.7.** The Customer shall cease using the Software and Equipment in its possession, custody or control and shall (a) immediately allow NG a reasonable opportunity to remove such Equipment not to exceed sixty (60) days and (b) (i) immediately

deliver to NG or irretrievably destroy, or cause to be so delivered or destroyed, any and all copies of such Software in whatever form and any written or other materials relating to such Software in the Customer's possession, custody or control and within thirty (30) days deliver to NG a certification thereof or (ii) allow NG reasonable access to the System(s) on which such Software is loaded and permission to NG to remove such Software and documentation.

- 5.8. Unless directed by the Customer not to do so, NG shall continue to process all images taken by the Customer before termination and provide all Services associated with processing in accordance with this Agreement, and shall be entitled to the fees specified in the Agreement as if the Agreement were still in effect.

6. FEES AND PAYMENT

The Customer agrees to pay NG a monthly fee as follows (the “**Monthly Fees**”):

- 6.1. **Monthly Fees** (pro-rated for any partial month) as described in *Exhibit B* (Compensation & Pricing) in arrears with respect to each approach at which a System has been installed. The Monthly Fee shall commence on the first business day of the month following Commencement of Operations of each System and shall continue on the first business day of each month for the Term or until this Agreement is sooner terminated or such payment is modified in accordance with Section 4.2. For purposes of this Agreement, “**Commencement of Operations**” shall mean the first full day that the System captures events for processing and issuance of notices of violation.
- 6.2. **The Customer, being a Municipal Corporation, is not generally exempt from sales tax per WAC 458-20-189. Accordingly, NG shall add sales tax to the invoices provided to the Customer in compliance with Washington State Law; provided, if Customer obtains a ruling from the Washington State Department of Revenue that the fees paid by the Customer to NG under this Agreement are exempt from sales tax, then NG shall not add sales tax to invoices.**
- 6.3. In the event that the United States Postal Service increases applicable First-Class Mail and/or Certified Mail postage from the rates in effect at the time of Commencement of Operation, NG may invoice the Customer for the increased postage actually paid by NG in connection with this Agreement. For example, if First Class Mail postage were increased by \$0.02, and NG mailed 1,000 notices, NG would invoice the Customer \$20.00. All such charges to Customer shall be included in the cost-neutrality calculation.
- 6.4. Payment of all undisputed fees and undisputed other charges owed pursuant to this Agreement is due as set forth above, and, to the extent invoice is required, within

thirty (30) days after receipt of the invoice. Invoices will be sent to the Customer at:

AccountsPayable@redmond.gov

- 6.5. Notwithstanding anything in this Agreement to the contrary, if amounts due to NG pursuant to Section 6.1 in any month during the Term plus any amounts due to NG pursuant to this Section 6.4 (“**Monthly Photo Enforcement Fees**”) exceed the revenue generated by operation of the Systems and actually received by the Customer during that same month (“**Monthly Photo Enforcement Revenue**”) then the Customer shall have the option to either pay the Monthly Photo Enforcement Fees or pay to NG for such month only the amount of Monthly Photo Enforcement Revenue. In such case, the difference between Monthly Photo Enforcement Fees and Monthly Photo Enforcement Revenue (a “**Payment Shortfall**”) shall be accumulated and added to the Monthly Photo Enforcement Fees for the following month. Payment Shortfalls, if any, shall accumulate from month-to-month until paid in full, provided that under no circumstances shall the Customer ever be required to make a payment of Monthly Photo Enforcement Fees to NG except from Monthly Photo Enforcement Revenue. At the final expiration of this Agreement (last day of validity of the agreement including any extensions) any accumulated Payment Shortfalls shall be forfeited.

7. RESPONSIBILITIES OF THE CUSTOMER

- 7.1. The Customer shall provide NG with any “as built” drawings in electronic format (AutoCad) that are available at no cost to the Customer and shall consider for approval NG’s engineering drawings without unusual or unreasonable cost or delay.
- 7.2. The Customer shall not levy any fees on NG for the installation of Systems. However, if municipal ordinance requires the assessment of fees for the installation of Systems, said fees shall be limited to permit fees as required by the Customer’s Municipal code and the Customer’s Public Utilities electrical permits for service.
- 7.3. The Customer shall diligently prosecute infractions in court at its own expense. NG shall, at its own expense, participate in any proceeding challenging the use of the System or validity of its results and/or use of the U.S. Mails to deliver the infraction.
- 7.4. The Customer will cooperate with NG in obtaining electrical connections at the roadside and NG shall pay all costs associated with such connection and shall pay for all power required by the System.

- 7.5. To allow for proper operation of the System, when known to the Customer, the Customer shall provide NG with advance written notice of any modifications proposed to intersections or portions of the roadway, including traffic signal operations, that will likely affect operation of a System after its installation. In the event any such intersection or roadway modification requires a material change to the System, the Customer shall pay the costs reasonably incurred by NG to adapt the affected video monitoring system(s) or fixed speed enforcement unit(s) to make such video monitoring system(s) or fixed speed enforcement unit(s) compatible therewith. Notwithstanding the above, NG makes no guarantee that it will be able to make any such adaptation. In the event that NG is unable to adapt the affected System, then both parties shall be relieved of any further obligations under this Agreement with respect only to the affected System. In addition, NG does not, and will not, make recommendations or otherwise manage the configuration or operation of the intersection traffic light system.
- 7.6. During the Term, except as expressly permitted by this Agreement the Customer shall not use the System, or allow the System's use by a third party, without the prior written permission of NG.

8. LIMITED WARRANTY AND LIMITATION ON DAMAGES

- 8.1. NG warrants that the System's functionality will conform in all material respects to the description of the System set forth on *Exhibit A*.
- 8.2. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, NG HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES AND SYSTEM, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, NON-INTERFERENCE WITH ENJOYMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING OR USAGE OF TRADE. THE CUSTOMER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY PROVIDED HEREIN NO OTHER WARRANTIES HAVE BEEN MADE TO MUNICIPALITY BY OR ON BEHALF OF NG OR OTHERWISE FORM THE BASIS FOR THE BARGAIN BETWEEN THE PARTIES.
- 8.3. The Customer acknowledges and agrees that:
- 8.3.1. The Systems may not detect every violation;
- 8.3.2. Since the System may flag as a violation conduct that is in fact not a violation, the output of the System will require review, analysis and

approval by personnel appropriately qualified and authorized by the Customer under applicable law prior to the issuance of any infraction;

8.3.3.The System has no control over, and relies on the proper functioning of equipment for signal light changes, which equipment is provided by entities other than NG;

8.3.4.The proper functioning of the System requires the Customer's full and complete compliance with the Systems' operating instructions, which it hereby agrees to do; and

8.3.5.NG shall not be responsible for the configuration and/or operation of any intersection traffic light systems and NG shall have no liability or obligations with respect thereto.

9. INDEMNIFICATION AND INSURANCE

9.1. NG shall at all times comply with all federal, state and local laws, ordinances and regulations and shall comply with the maintenance procedures and manufacturer's recommendations for operation of the Systems which affect this Agreement, and shall indemnify, defend and save harmless the Customer against any claims, arising from NG's violation of any such laws, ordinances and regulations or any claims arising from NG's performance of this Agreement, including as a result of the negligence or willful misconduct of NG, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of Customer.

9.2. NG agrees to indemnify, defend, and hold harmless the Customer from any claim of damages (including the payment of reasonable attorneys' fees) by a third party arising solely from either (a) a finding that the System infringes any validly issued United States patent or (b) NG's negligence, provided that such claim of damages is not attributable to (i) any act or omission set forth in Section 9.3 or (ii) any third-party software or other third-party products used with, required for use of, or supplied under their own names with or as part of the System. If, as a final result of any litigation of which NG is obligated to indemnify, the use of the System by the Customer is prevented, in whole or in part, by an injunction, NG's sole obligation to the Customer as a result of such injunction shall be, at NG's option, either to (i) replace such part as has been enjoined, or (ii) procure a license for NG or the Customer to use same, or (iii) remove same and terminate this Agreement at no additional cost to the Customer.

9.3. Notwithstanding anything in this Agreement to the contrary, NG assumes no obligation or liability for any claim of damages (including the payment of reasonable attorneys' fees) by a third party arising from or related to (i) any

modification of the System made by the Customer, (ii) the negligence or intentional act of the Customer, (iii) the failure to function properly of any hardware, software or equipment of any kind used by, in or on behalf of the Customer (other than that supplied by NG), (iv) the review and analysis of the System data output by the Customer personnel for infraction preparation, or (v) the Customer's use and/or administration of any traffic signal.

9.4. The rights of the Customer to seek indemnification under this Section 9 shall be conditioned upon (i) the Customer notifying NG promptly upon receipt of the claim or action for which indemnification is sought and (ii) the Customer's full cooperation with NG in the settlement or defense of such claim or action at no cost to the Customer. Such cooperation shall include, but not be limited to, the Customer providing access for, and permission to, NG for the purpose of the replacement of such part or parts of Systems as NG may deem necessary or desirable. The Customer may participate in the defense of any indemnified matter through counsel of its own choice and at its own expense provided that NG shall remain in, and responsible for, control of the matter. This Section 9 states the entire liability and obligation and the exclusive remedy of the Customer with respect to any actions or claims (i) of alleged infringement relating to or arising out of the subject matter of this Agreement or (ii) otherwise the subject of this paragraph.

9.5. NG shall maintain the following minimum scope and limits of insurance:

9.5.1. Comprehensive general liability insurance including but not limited to coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability, with a combined single limit of \$2,000,000 per occurrence, with an aggregate liability per occurrence of \$2 million. Such insurance shall include the Customer, its officers, directors, employees, and elected officials as additional insured for liability arising from Contractor's operation.

9.5.2. Workers Compensation as required by applicable state law; and

9.5.3. Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by NG with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.

9.6. The Customer shall be named as additional insured on the comprehensive general liability policies provided by NG under this Agreement. NG shall require any subcontractors doing work under this Agreement to provide and maintain the same

insurance, which insurance shall also name the Customer and its officers, employees, and authorized volunteers as additional insured.

- 9.7.** Certificates showing NG is carrying the above described insurance, and evidencing the additional insured status specified above, shall be furnished to the Customer within thirty (30) calendar days after the date on which this Agreement is made. Such certificates shall show that the Customer shall be notified of all cancellations of such insurance policies. NG shall forthwith obtain substitute insurance in the event of a cancellation.
- 9.8.** All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of Washington and shall name as additional insured the Customer. Insurance shall be placed with insurers with a current A.M. Best rating of not less than A:VII. NG will furnish the Customer with Certificates of Insurance and applicable endorsements for all such policies promptly upon receipt of them. NG may effect for its own account insurance not required under this Agreement.
- 9.9.** NG's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of NG to the coverage provided by such insurance, or otherwise limit the Customer's recourse to any remedy available at law or in equity. NG's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Customer. Any insurance, self-insurance, or self-insured pool coverage maintained by the Customer shall be excess of NG's insurance and shall not contribute with it. If the NG maintains higher insurance limits than the minimums shown above, the Customer shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the NG, irrespective of whether such limits maintained by NG are greater than those required by this Agreement or whether any certificate of insurance furnished to the Customer evidences limits of liability lower than those maintained by NG.
- 10. CHANGE ORDERS OR ADDITIONAL SERVICES.** Changes to Services and additional Systems may be added to this Agreement by mutual consent of the Parties in writing as an addendum to this Agreement. The Customer and NG agree that should legislation or local ordinance be enacted to enable new photo enforcement solutions within the Customer's jurisdiction, the Customer shall have the option to negotiate services and fees and issue a change order to cover such services.
- 10.1.** Project manager. The Customer will appoint a project manager, which shall be a command staff City of Redmond Police Officer who will have oversight of the

installation and implementation of the NG systems. The project manager has the authority to make daily operational management decisions.

11. CONFIDENTIAL AND PROPRIETARY INFORMATION; PUBLIC RECORDS LAW COMPLIANCE.

11.1. The Parties agree that they shall comply with the public records disclosure provisions of the Revised Code of Washington, Chapter 42.56, Public Records Act and RCW 46.63.220; and further that Customer is obligated to disclose records upon request unless a specific exemption from disclosure exists. Nothing in the Agreement is intended to prevent the Customer's compliance with the Public Records Act, and Customer shall not be liable to NG due to Customer's compliance with any law or court order requiring the release of public records provided that the Customer provides prior written notice of such required disclosure to NG.

11.2. NG agrees that:

11.2.1. All information obtained by NG through operation of the Systems shall be made available to the Customer at any time during NG's normal business hours, excluding Proprietary Information not reasonably necessary for the prosecution of infractions or fulfillment of the Customer's obligations under this Agreement.

11.2.2. NG shall not use any information acquired from the performance of the Services contemplated in this Agreement, including without limitation, information with respect to any violations, violators, information obtained from recorded images or information concerning the Customer's law enforcement activities for any purpose other than for the benefit of the Customer.

11.2.3. No information given by NG to the Customer will be of a confidential nature, unless the information qualifies as Proprietary Information (defined in Section 11.2.4 below), specifically designated in writing as "**Proprietary Information.**".

11.2.4. As used in this Agreement, the term "Proprietary Information" shall mean all trade secrets or confidential or proprietary information designated as such by NG, whether letter or by the use of an appropriate proprietary stamp or legend, prior to or at the time any such trade secret or confidential or proprietary information is disclosed by NG to the Customer. In addition, the term "**Proprietary Information**" shall be

deemed to include any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by NG .

11.3. The Customer shall use the Proprietary Information only for the purpose of fulfilling its duties hereunder (the “**Purpose**”) and such Proprietary Information shall not be used for any other purpose without the prior written consent of NG. “Purpose” shall be deemed to not include any disclosure of the Proprietary Information to any person or entity. The Customer shall hold in confidence, and shall not disclose to any person or entity, any Proprietary Information nor exploit such Proprietary Information for its own benefit or the benefit of another without the prior written consent of NG.

12. INDEPENDENT CONTRACTOR; NO AGENCY.

12.1. It is understood that NG is an independent contractor and not an agent or employee of the Customer for any purpose including, but not limited to, federal tax and other state and federal law purposes. NG assumes responsibility for payment of all federal, state and local taxes imposed or required of NG under unemployment insurance, Social Security and income tax laws. NG shall be solely responsible for any worker’s compensation insurance required by law and shall provide the Customer with proof of insurance upon demand. The parties agree that the Customer shall not:

12.1.1. Pay dues, licenses or membership fees for NG;

12.1.2. Require attendance by NG, except as otherwise specified herein;

12.1.3. Control the method, manner or means of performing Services under this Agreement, except as otherwise specified herein; or

12.1.4. Restrict or prevent NG from working for any other party.

12.2. Neither party has the right or the power to enter into any contract or commitment on behalf of the other party, including entering into agreements with third parties, exercising incidents of ownership with respect to property owned by the Party or executing contracts binding upon the other Party.

12.3. NG is an independent contractor providing services to the Customer and the employees, agents and servants of NG shall in no event be considered to be the employees, agents, or servants of the Customer. Except as expressly provided herein, this Agreement is not intended to create an agency relationship between NG and the Customer.

13. NOTICES.

- 13.1.** Any notices or demands which under the terms of this Agreement or under any statute must or may be given or made by NG or the Customer shall be in writing and shall be given or made by personal service, first class mail, FedEx, or by certified or registered mail to the Parties at the address specified in the preamble to this Agreement.
- 13.2.** Except as otherwise specified, all notices, payments and reports hereunder shall be deemed given and in effect as of the date of mailing or transmission, as the case may be, when sent by next day delivery or courier service, postage pre-paid, or three (3) days after the date of mailing when sent by first class mail, postage pre-paid, addressed in all such cases to the Parties as set forth in the preamble to this Agreement directed in each case to the President of NG at the address in the preamble or the Mayor of the Customer at the address in the preamble, or to such other addresses as the Parties may from time to time give written notice of as herein provided.
- 14. ASSIGNMENT.** Except as specifically provided in this Agreement, neither Party may assign, or delegate performance of its obligations under, this Agreement, without prior express written consent of the other Party, except that NG may assign or otherwise encumber this Agreement for the purpose of obtaining financing; provided, however, that this Agreement may be assigned to any Person that acquires all or substantially all of NG' assets in one transaction.
- 15. AMENDMENT AND MODIFICATION.** This Agreement may be modified or amended from time to time by the Parties, provided, however, that no modification or amendment hereto shall be effective unless it is stated in writing, specifically refers to this Agreement and is executed on behalf of the Party against whom enforcement of such modification or amendment is sought.
- 16. NON WAIVER.** The failure of either Party to require performance of any provision of this Agreement shall not affect the right to subsequently require the performance of such provision or any other provision of this Agreement. The waiver of either Party of a breach of any provision shall not be taken or held to be a waiver of any subsequent breach of that provision or any subsequent breach of any other provision of this Agreement.
- 17. FORCE MAJEURE.** Neither Party shall be liable to the other for failure or delay in meeting any obligations hereunder which arises in whole or in part from causes which are unforeseen by, or beyond the control of, such Party, including without limitation, acts of God or of a public enemy, acts of terrorism, acts of the Government (other than the Customer in the case of the Customer) in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, acts or omissions of (i) non-subcontractor third-parties and (ii) third party equipment, telecommunications and

software suppliers, and unusually severe weather. When any such circumstance(s) exist, NG shall have the right, in its sole discretion, to allocate its available production, deliveries, services, supplies and other resources among any and all buyers (whether or not including the Customer), as well as among departments and affiliates of NG, without any liability to the Customer.

18. DISPUTE RESOLUTION AND REMEDIES.

18.1. All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith negotiation between the Customer's appointed Manager and the President of NG, followed if necessary within thirty (30) calendar days by professionally-assisted mediation. Any mediator so designated must be acceptable to each party and must be a certified mediator in the State of Washington. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties.

18.2. Failing resolution through negotiation or mediation, all actions, disputes, claims and controversies under common law, statutory law or in equity of any type or nature whatsoever, whether arising before or after the date of this Agreement, and whether directly or indirectly relating to: (a) this Agreement and/or any amendments and addenda hereto, or the breach, invalidity or termination hereof; (b) any previous or subsequent agreement between the parties; and/or (c) any other relationship, transaction or dealing between the parties (collectively the "**Disputes**"), will be subject to and resolved by binding arbitration pursuant to the Commercial Arbitration Rules of American Arbitration Association. Any award or order rendered by the arbitrator may be confirmed as a judgment or order in any state or federal court of competent jurisdiction within the federal judicial district which includes the residence of the Party against whom such award or order was entered. The prevailing Party in any arbitration shall be entitled to reasonable attorney fees and costs.

19. GOVERNING LAW; JURISDICTION; VENUE. The parties agree that this Agreement is consummated, entered into, and delivered in King County, Washington. Notwithstanding conflicts of laws provisions, this Agreement has been and is to be governed by, construed, interpreted and enforced in accordance with the laws of the State of Washington. In the

event that any litigation is commenced by either party to enforce this Agreement, the action will be filed and litigated, if necessary, solely and exclusively in a State court of competent jurisdiction located in King County, Washington. The parties waive any and all rights to have this action brought in any place other than King County, Washington, under applicable venue laws. The Parties hereby irrevocably waive any and all rights to have this action brought in any place other those stated herein. The Parties hereby irrevocably waive any claim that any such action has been brought in an inconvenient forum.

20. ATTORNEY'S FEES AND COSTS. In the event litigation is commenced to enforce this Agreement, costs of said suit including reasonable attorney's fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing Party by the other Party.

21. GENERAL AND MISCELLANEOUS.

21.1. Time shall be of the essence of this Agreement.

21.2. In this Agreement, wherefore the singular and masculine are used, they shall be construed as if the plural or the feminine or the neuter had been used, where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and the terminological changes thereby rendered necessary had been made.

21.3. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this Agreement.

21.4. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a member of judicial construction, be construed more severely against one of the parties than the other.

21.5. This Agreement may be executed in counterparts, each constituting a duplicate original, but such counterparts shall constitute one and the same Agreement.

21.6. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement from and after the Effective Date.

21.7. Each Party to this Agreement agrees to do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances in a manner and to the degree allowed by law, as shall be reasonably requested by the other party in order to carry out the intent of and give effect to this Agreement. Without in any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the Customer, the Parties declare their intention to cooperate with each

other in effecting the purposes of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

21.8. Except as set forth in this Agreement and the Exhibits hereto, no representation, statement, understanding or agreement, whether written or oral, has been made and there has been no reliance on anything done, said or any assumption in law or fact with respect to this Agreement for the duration, termination or renewal of this Agreement other than as expressly set forth in this Agreement and there has been no reliance upon anything so done or said that in any way tends to change or modify the terms or subject matter of this Agreement or to prevent this Agreement from becoming effective.

21.9. This Agreement supersedes any agreements and understandings, whether written or oral, entered into by the Parties hereto prior to the Effective Date of this Agreement.

22. SURVIVABILITY. Termination or expiration of this Agreement shall not relieve either Party of their respective obligations, which are expressly noted to survive termination or expiration or under the following sections which shall survive termination and expiration: Sections 3, 4, 5, 7, 8, 10, 17, 18, 19, 20, and this Section 22.

23. SEVERABILITY. If any covenant or provision of this Agreement is, or is determined to be, invalid, illegal or unenforceable by a court of competent jurisdiction, then such covenant or provision will be ineffective only to the extent of such prohibition or invalidity. All remaining covenants and provisions of this Agreement shall nevertheless remain in full force and effect, and no covenant or provision of this Agreement shall be deemed to be dependent upon any covenant or provision so determined to be invalid, illegal or unenforceable unless otherwise expressly provided for herein. The invalidity of any provision of this Agreement or any covenant herein contained on the part of any party shall not affect the validity of any other provision or covenant hereof or herein contained which shall remain in full force and effect.

24. Each party acknowledges that it has read this Agreement and understands the terms and conditions herein. Further, the parties have caused this Agreement to be executed on its behalf by the authorized officer whose signature appears below under its name, to be effective as of the date written above.

IN WITNESS WHEREOF, the Parties hereto have set their hands by their duly authorized representatives as of the day and year first above written.

City of Redmond, Washington

NovoaGlobal, Inc.

By: _____
Angela Birney
Mayor

By: _____
Carlos Lofstedt
President and CEO

Approved as to form:

XXXXX
City Attorney

EXHIBIT A SERVICES

NG shall provide the Customer with the Systems. In connection with furnishing the Systems, NG shall provide the following, each of which is more fully described below:

1. SITE INSTALLATION PLANNING; DESIGN AND EQUIPMENT INSTALLATION
2. TRAINING AND SUPPORT
3. INFRACTION PREPARATION AND PROCESSING SERVICES
4. MAINTENANCE
5. PUBLIC EDUCATION CAMPAIGN
6. EXPERT WITNESS TESTIMONY AND COURT TRAINING
7. REPORTING

1. **SITE INSTALLATION PLANNING, DESIGN AND EQUIPMENT INSTALLATION**

1.1. Permits, Franchise, License.

1.1.1. NG shall obtain all necessary and applicable permits from the City, as well as any other regulatory agency, before commencing installation or work related to the Systems.

1.2. The Systems.

1.2.1. NG will initially install up to eighteen (18) Systems (which shall remain property of NG), monitoring such locations as the Customer and NG shall mutually agree. Up to twenty (20) additional Systems may be added at the option of the Customer with NG's consent. None of the quantities mentioned under this paragraph shall be interpreted as mandatory quantities. The actual quantities to be installed can only be approved by the City. The installation of any system will require the written approval of the City Mayor or designee. If a System location no longer qualifies for photo enforcement under RCW 46.63.220 (such as permanent school closure), then the System shall be removed and Monthly Photo Enforcement fees for such System shall cease. Each System shall comprise equipment capable of monitoring violations at a single approach to an intersection for up to five lanes of traffic. NG will install new Systems upon mutual agreement of the Parties. School zone fixed speed enforcement systems will conduct enforcement while beacon systems are in an activated state within the identified school zone. NG will ensure School zone fixed speed

enforcement systems are integrated with Customers Public Works school zone flashing beacons.

- 1.2.2. The Systems, including, but not limited to, technology and accuracy, equipment, cameras, technological support and warranty, shall be as described in Section F of NG's proposal answers to the Customer's RFP, which Section is incorporated herein by reference.
- 1.2.3. Automated traffic safety cameras may only take pictures of the vehicle and vehicle license plate. The image must not display the face of the driver or of passengers in accordance with RCW 46.63.220.
- 1.2.4. The Systems shall include all equipment located at each intersection, telecommunications equipment, and Software and shall have the capability of transferring images from the roadside in accordance with RCW 46.63.220 to be accessed at the Customer's Police Department processing facility.
- 1.2.5. Substitution, Relocation, Subtraction, or Addition of a Site. If NG or the Customer reasonably determines that one or more Sites selected for installation of a System is not for any reason appropriate for the System (and such determination is made at least fifteen (15) days prior to the commencement of installation of the System at any such intersection), then alternate intersection(s) may be substituted by written consent of the Parties. If the average monthly violation collected from any individual system does not meet the level required for the individual system to be cost neutral for a period of twelve (12) consecutive months, the Customer's Police Department shall have the right to request relocation of the system to a more effective location. This request must be in writing and before twenty four (24) months of the expiration of the contract or any of its extensions. NG shall have the option to comply or to reduce the fee temporarily or permanently to a level equal to the violation (revenue) collected from that individual system.
- 1.2.6. Timeframe for Installation of the System. NG shall install and activate the Systems in accordance with an Implementation Plan to be mutually agreed to by NG and the Customer, which installation shall, at minimum, conclude within sixty (60) days after all necessary permits and approvals are received by NG. NG shall work diligently to obtain all necessary permits and approvals and use reasonable commercial efforts to install the System in accordance with the schedule set forth in the Implementation Plan. The Customer agrees that the estimated dates of installation and activation of the

System set forth in the Implementation Plan are subject to delay based on conditions beyond the control of NG and are not guaranteed.

1.2.7. Installation/Ownership of the System. NG shall procure, install and provide support of Equipment at each of the agreed upon locations. As between NG and the Customer, all components for the System will remain the property of NG, and remain in NG's possession and control.

1.3. Installation

1.3.1. NG shall submit plans and specifications to the Customer for review and approval, which review and approval will not be unreasonably withheld, delayed or conditioned. NG shall provide at least three sets of drawings of the wiring for the System circuitry.

1.3.2. All cameras and other equipment shall be enclosed in lockable, weather and vandal-resistant housing. All wiring shall be internal to equipment (not exposed) and if commercially reasonable and if capacity exists, underground in existing traffic signal conduits, except where required to directly interface with the traffic signals and electrical service. Separate conduits or overhead wiring may be used by NG if existing conduit(s) are at capacity. If existing conduits are used, the Customer will not unreasonably withhold, delay or condition consent to such use.

1.3.3. NG will not enter Customers Traffic Signal Control Boxes without permission and/or authorization of the Customers Traffic Engineering/Public Works.

1.3.4. The provision, installation, and maintenance of all necessary electronic system communication equipment will be the sole responsibility of NG.

1.3.5. The System may be mounted on or utilize support of existing traffic signal poles, arms or other intersection structures where possible, subject to Customer review and approval, such review and approval not to be unreasonably withheld, delayed or conditioned.

1.3.6. The System poles, foundations, signs, and new infrastructure, as required, shall conform to applicable law.

1.4. Restoration of Intersections. Upon termination or expiration of the Agreement, NG shall remove the System and restore the affected public facilities including returning the intersections to their original condition; provided, however, that NG shall not be required to remove any conduit, in-ground fixture, underground wiring

or other infrastructure that will require excavation or demolition. All costs incurred by NG thereby will be the responsibility of NG.

1.5. Compliance with Law. NG shall design and install the System in compliance with all currently existing federal, state and local laws and regulations. NG covenants and agrees that its Systems shall, at all times, comply with all applicable laws, regulations, rules and orders (“Legal Requirements”). NG shall continuously monitor the status of such Legal Requirements to ensure continuous compliance. In the event of any change in the Legal Requirements, NG shall modify or replace (at its sole cost) all or any portion of its non-compliant Safety Systems. Any such modification shall be effected by NG in a reasonable period of time (not to exceed ninety (90) days for modification or one hundred eighty (180) days for complete system replacement) and NG’ failure to effect such modification or replacement in a timely manner shall be grounds for the Customer to terminate this Agreement for cause. Any such termination shall not relieve NG of its obligation to restore each site to its original condition.

2. **TRAINING OF CUSTOMER PERSONNEL.** After System installation, NG shall provide up to eight (8) hours of training for up to ten (10) persons at two (2) sessions (for a total of 16 hours of training in the aggregate) at the Customer’s facilities to acquaint Customer personnel with System operation. Training shall consist of instructional and operational training as well as hands-on equipment exercises with an instructor. All necessary training materials and documentation will be provided by NG at NG’s expense. NG shall make all such training services available to the Customer prior to the end of the thirty (30) day period following the Installation Date. If the Customer requests additional courses or training, NG shall provide these at no additional cost to the Customer. Additionally, NG’ will provide and maintain a web-based training service that includes basic operation instructions as well any system or procedure changes to ensure continuity for court personnel and law enforcement end users.

3. **INFRACTION PREPARATION AND PROCESSING SERVICES**

3.1. Infraction Preparation and Processing. NG shall perform the initial review of all data generated at the roadside, process and format violations utilizing a computerized traffic Infraction program that shall store all information required for Infraction processing by state, local law, and in accordance with court of jurisdiction specification, transfer the Infractions to the Police Department’s computer within seven (7) days of the violation, for review and decision on whether or not to issue an Infraction. If NG is permitted by applicable law or regulation to do so, NG shall also review all DMV information and print and mail Infraction forms. NG shall pay all mailing and postage costs, and such other miscellaneous costs and expenses as may be reasonably necessary to issue an Infraction and

deliver it by U.S. mail. The Notice of Infraction form used by NG shall be in compliance with Washington Infraction Rule of Courts of Limited Jurisdiction 2.1(a). To the extent required by applicable law, NG shall obtain a certification of mailing issued by the Post Office. Notwithstanding anything to the contrary in the foregoing provisions of this Section 3.1, NG will not process nor support any Infractions not captured by the System and/or approved by the Customer.

- 3.2. Officer Discretion. NG recognizes and agrees that the decision to issue or dismiss a Infraction shall be the sole and exclusive decision of the Customers Police Department. In no event shall any NG employee or representative have the ability to authorize or dismiss any Infractions.
- 3.3. Mailing of Infractions. Infractions shall be mailed to the violator as soon as is reasonably practicable, and in no event longer than ten (10) business days after being approved by the Customer and NG has been notified of such approval. The form of Infraction shall be subject to the approval of the Customer, which approval may not be unreasonably delayed, conditioned or withheld.
- 3.4. Cooperation With Police and the Courts. NG shall be responsible for, and pay for the cost of issuing and the mailing in accordance with applicable law. NG shall coordinate with the Customer and the Courts, and shall comply with the applicable law and court procedures regarding the mailing and other requirements necessary for the issuance and processing of Traffic Infractions. All Infractions shall be reviewed and approved by the Customer's Police Department prior to mailing. In addition, NG will cooperate with the Courts to set up the necessary communications, systems for processing and upon request establish procedures that will enable NG to send delinquent notices to those registered owners/drivers for whom such notices are appropriate. NG acknowledges that it is aware that the state law (RCW 46.63.220(9) requires that the infraction be mailed to the violator within fourteen (14) days of the date of violation, inclusive of the time it takes for the City personnel to review the violations data. With respect to each authorization to issue an infraction from the Customer, NG shall print and mail an infraction within five (5) days after NG's receipt of such authorization.
- 3.5. With respect to each authorized violation, within five (5) business days after NG's receipt of such authorization, NG shall file with the King County District Court, Northeast Division, a copy (electronic or otherwise) of the Infraction. NG acknowledges its understanding that Washington State law requires all infractions be filed within five business days of issuance (date signed by Police Officer) or the infraction is subject to dismissal under Court Rule. Filing of issued infractions within five days shall be considered a material provision of this Agreement. This

paragraph only applies in case that the Customer chooses to use JIS. If the Customer elects to use NG's Back Office then no filing would be required.

- 3.6. Rental car and business vehicles. NG will coordinate with the Customer and Courts to establish an acceptable procedure to streamline and coordinate the processing, notification, and accountability of rental car violation and corporate vehicle violations.
- 3.7. Preparation of Evidence Packages. NG shall provide electronic copies of evidence packages in such form as may be reasonably agreed upon with the courts to enable the Customer to enforce its Infractions in court.
- 3.8. Access to License Information. NG shall maintain the ability to access the license information, the registered owner residence and mailing address for all US registered vehicles, and the purchaser information when there is a vehicle report of sale, and all subscription or per-request fees for information, if any, shall be paid by NG. If possible, NG will identify rental vehicle and corporate vehicle violations to migrate and merge original violation with rental and business nomination for appropriate processing needs. If NG is unable to access such information, NG shall provide the make and license plate number of each violator to the Customer, which will obtain and input the information into the System, or provide such information to NG, within a reasonable period of time.
- 3.9. Numbering System. NG, in coordination with the Customer, shall develop and implement an independent numbering system for automated infractions and correlating the original violations with nominations.
- 3.10. Transmission of Information. NG shall make all Infraction information available via an electronic file using comma separated value files on a secure FTP site. NG shall maintain a documented chain of custody for all electronically transmitted information while the information is under NG's control.
- 3.11. Customer Service. NG shall provide an automated toll-free customer service telephone number to the public. Customer Service Representatives will be available Monday through Friday, from 10:00 a.m. to 5:00 p.m. (ET), excluding holidays, in order to schedule violation video viewing appointments for the courts and to answer basic questions regarding the Customer's program.

4. MAINTENANCE

- 4.1. Maintenance of System. Except as provided herein, NG shall Maintain the System (as such term is defined below); provided however, that NG shall not be responsible for any maintenance, repair or replacement required as a result of (i) the negligence

or intentional act of the Customer, its employees, agents or independent contractors (other than NG) and/or (ii) any equipment or software not provided by NG. NG shall maintain a maintenance log that documents all service issues. To “Maintain the System” shall mean to keep the System in a state of operation such that the System’s functionality and operation conforms in all material respects to the description of the System set forth in this Exhibit. NG will initially respond to any camera or system malfunction within twenty-four (24) hours of detection, and make all reasonable efforts to have the system fully operational within seventy-two (72) hours. In the event that a System is not fully operational within seventy-two (72) hours of reporting the incident, NG shall credit the monthly invoice in the amount of the prorated Monthly Photo Enforcement fees for the downed System for each day the System is down after the initial seventy-two (72) hours. The System shall automatically notify appropriate personnel of any system failure, malfunction, or other problem that would cause the System to be inoperable. The System shall be designed so that ninety percent (90%) of all system malfunctions can be repaired within four (4) hours. NG shall also install all software revisions for Systems as and when developed and made commercially available by NG. NG is responsible to ensure systems are operational. NG will repair and upgrade as needed, including damage caused by vandalism, traffic accidents, weather damage, or any unforeseen event that should cause a failure of operations, and shall maintain a reasonably clean appearance and in a graffiti-free condition.

- 4.2. Equipment Checks. NG shall use commercially reasonable efforts to perform remote camera and equipment checks to confirm proper operation of computers, cameras and communications network. Routine in-field camera equipment inspection will be done as needed. The System shall have the capability of on-line monitoring of all cameras at each intersection.
- 4.3. NG will conduct routine testing, evaluation, and monitor the system to ensure the system is operational. If a deficiency, malfunction, or failure of the system is detected NG will notify the Customers Police Department within 72 hours by written or electronic notification. If the system cannot be restored or repaired to full functional capability within 7 consecutive calendar days NG will reduce the fee to reflect the time the system is deficient, malfunctioning, or failing. The fee reduction shall be applied to the effected billing cycle and continue until the system is restored to full operation. This reduction shall be identified on the billing statement to the Customers Finance Department.

5. PUBLIC EDUCATION CAMPAIGN

- 5.1. Public Awareness Program. NG shall assist the Customer with a Public Awareness Program. Such assistance shall consist of:

- 5.1.1. Paying for and installing all signage required by State law and local ordinance or as otherwise required by resolution of the Customer's Council
- 5.1.2. Reasonable assistance for a media event to launch the community education program
- 5.1.3. Preparing, publishing and printing a brochure for distribution
- 5.1.4. A reasonable amount of training for a Customer staffed speaker's bureau
- 5.1.5. Providing a toll-free customer service hotline which shall be staffed sufficiently during all regular business hours.

6. EXPERT WITNESS TESTIMONY AND COURT TRAINING

- 6.1. Expert Witness Testimony. NG shall provide expert witness testimony at its sole expense, as reasonably necessary, to testify regarding the accuracy and technical operation of the System as necessary for court challenges to the operation of the System.
- 6.2. Court Training. NG shall conduct a one-day workshop-orientation session for Municipal Court judges (and/or their designees), hearing officers, other appropriate court officials and the Customer prosecutor. NG will provide and maintain a web based training service that includes basic operation as well as any system or procedure changes to ensure continuity for court staff end users.

7. REPORTING

- 7.1. Reporting in General. NG will provide the Customer with monthly reports on System performance, the content and precise timing of which will be mutually agreed upon by the Customer and NG. All mutually agreed upon reports shall be constantly and automatically updated and made available for the Customer to review at the Customer's discretion. NG will also prepare and submit financial, program progress, monitoring, evaluation, and other such reports as may be required by the Customer or state law. NG shall maintain and permit on-site inspections of property, personnel, financial, and other records and reports as may be required by the Customer to assure proper accounting for all compensation paid by the Customer to NG.
- 7.2. Bi-Monthly Report. NG shall submit to the Customer a Bi-Monthly Report on project results within fifteen (15) days after the end of two-week period and NG shall provide web access to such reports.
- 7.3. Monthly Report. NG shall submit to the Customer's Public Works/Traffic Engineering department a monthly Report on statistical information regarding

traffic volumes, average speed, traffic congestion within thirty (30) days after the end of calendar month and NG shall provide web access to such reports.

- 7.4. Annual Report. Per RCW 46.63.220, NG shall submit an annual report of the number of notices of infraction issues for each camera system and any other relevant information about the automated traffic safety cameras the Customers Police Department deems appropriate for the Customers Police Department web page.
- 7.5. Additional Reports or Information. Any other reports and information are not part of the Agreement and the preparation and delivery of any other such reports or information may result in additional fees.
- 7.6. NG shall permit authorized Customer personnel to generate reports using NG's system.
- 7.7. Database. NG shall maintain a database with the following information per violation:
 - 7.7.1. Location, date and time
 - 7.7.2. Vehicle description including license plate state and number
 - 7.7.3. Applicable vehicle code section violated (if available to NG)
 - 7.7.4. Infraction prepared or reason for not preparing Infraction (if available to NG)
 - 7.7.5. Registered vehicle owner's name and address, and related information required to prepare Infractions where violation is made by a driver other than registered owner (if available to NG) (Affidavit of Non-Liability)
 - 7.7.6. Status of Infraction (outstanding, cancelled, reissued, paid, bail forfeited, traffic school, warrants issued, etc.) (if available to NG)
- 7.8. NG shall maintain at its sole expense all records, including, but not limited to all video recordings, which it generates or receives as a result of the performance of services pursuant to the Agreement for the period of time required by, and otherwise in accordance with, the Revised Code of Washington, Chapter 42.56, Public Records Act and Revised Code of Washington 46.63.220, as same may be amended from time to time. Upon receipt of a request from the Customer for a copy of any record being maintained by NG, NG shall provide the requested record to the Customer within a reasonable time following such request, but in no event later than seven (7) days following the date the request is received by NG. NG shall provide a data and information storage solution that is in compliance with the

Washington State Law Enforcement Retention Schedule, in conjunction with the Local Government Common Records Retention Schedule (CORE).

7.9. Additional Services (if requested by the Customer in writing):

7.9.1. Payment Processing Services. NG shall use reasonable commercial efforts which are mutually agreeable to the Customers treasury department and the court system to receive Infraction fees from violators, deposit amounts collected into an appropriate bank account, provide accounting records to the Customer, and remit the amounts received as instructed by the Customer. In addition, if approved by the Customers treasury and the courts NG will provide an online payment portal for violators.

7.9.2. Intersection Assessment Program. NG will generate a video-based analysis of an intersection or school zones designed to evaluate the frequency of red-light violations or school zone speed violations for each approach at the targeted intersection. The video media will contain up to 16 hours of video monitoring assuming the equipment remains installed at the intersection or school zone during the course of monitoring, but not to exceed three consecutive calendar days. A report summarizing the results, along with the media generated will be provided to the Customer. There is no charge for the initial 18 approaches or any future system placement requests to be evaluated by NG pursuant to this Agreement.

EXHIBIT B
COMPENSATION AND PRICING

MONTHLY FEE

Pricing for NG Safety Systems relating to fixed red light photo enforcement shall be as follows:

- \$3,999.00 per system per month.

Pricing for NG Safety Systems relating to fixed speed photo enforcement shall be as follows:

- \$3,999.00 per system per month, with less than 400 Infractions issued per month.
- \$4,900.00 per system per month, with between 400 and 800 Infractions issued per month.
- \$5,700.00 per system per month, with more than 800 Infractions issued per month.

NG acknowledges school zone fixed speed photo enforcement systems will only function during specified times throughout the school day and in accordance with Customers flashing beacon system. Additionally, NG will deduct from the total monthly fee to compensate when schools are not in session for more than seven (7) consecutive calendar days. These school breaks do not constitute a temporary suspension as defined below. To simplify the administrative work for all parties, NG shall bill the monthly fees for all months of the year, but compensate the Customer with a twenty five percent (25 %) discount on the monthly fees for School Zone Systems.

Temporary Suspensions. In the event of construction by the Customer, that cause a disruption of service, this Agreement, upon NG's written request, can be extended. For every twelve (12) months, (per individual system) of interrupted service the entire NG agreement can be extended for a one-month period.

OPTIONAL PRICING

Pricing for NG Safety Systems relating to portable photo enforcement (for any application) shall be as follows:

- \$4,799.00 per system per month, with less than 400 Infractions issued per month.
- \$5,700.00 per system per month, with between 400 and 800 Infractions issued per month.
- \$6,600.00 per system per month, with more than 800 Infractions issued per month.

Pricing for NG Safety Systems relating to fixed photo enforcement (for any application) shall be as follows:

- \$3,999.00 per system per month, with less than 400 Infractions issued per month.
- \$4,900.00 per system per month, with between 400 and 800 Infractions issued per month.
- \$5,700.00 per system per month, with more than 800 Infractions issued per month.

Pricing for NG Safety Systems relating to LPR-Sec (License Plate Recognition) shall be as follows:

- \$399.00 per lane per month. LPR-Sec assumes having current infrastructure and power.

BUSINESS ASSUMPTIONS FOR ALL PRICING OPTIONS

1. Except where a balance remains unpaid due to a deficit in the gross cash received as described herein, Customer agrees to pay NG within thirty (30) days after the invoice or Monthly report is received. A monthly late fee of 1.0% is payable for amounts remaining unpaid sixty (60) days from date of invoice or monthly report if such delay is the responsibility of the Customer.
2. Required Payment Convenience Fees will not be considered to be revenue received and are the responsibility of the violator.
3. Required Refund Fees will not be considered to be revenue received and are the responsibility of the violator.
4. Violations sent to a Collection agency will have an additional charge as negotiated with the chosen collection agency in mutually agreement with the Customer and the court system.

City of Redmond
Attn: Brian Coats, Deputy Chief
8701 160th Ave NE
Redmond, WA 98052

Heidi Traverso

Business Development Manager
NovoaGlobal, Inc.
8018 Sunport Drive, Suite 203
Orlando - FL 32809
Mobile: 206-909-6964
Toll Free 888-666-4218
Fax 888-666-4024
E-mail: htraverso@novoaglobal.com

1/1/2025

RE: Sole Source

Sole Source Justification

NovoaGlobal has developed a proprietary technology, Intelligent Adaptive Enforcement (IAE), that has been used successfully within our customer base. Intelligent Adaptive Enforcement (IAE) technology, particularly in enhancing traffic safety and community acceptance. By reducing speeding incidents and fatalities while minimizing the burden on local legal systems, your approach seems quite innovative. IAE is an algorithm developed by NovoaGlobal designed to adjust high violation volumes to municipal and court capacities in real time, prioritizing the most severe violations first.

The implementation of photo enforcement technology used in conjunction with IAE, in Redmond, could greatly benefit school zones, especially during peak hours when children are present. The ability to adapt and adjust to the specific enforcement areas, to include non-beacon time speed enforcement while children are present in school and the capability to review and adjust to each specific camera system, this technology could potentially allow to adjust in specific school zones to reduce the number of violations and not overtax your city, or court systems.

In addition, NovoaGlobal provides the most integrated technology in the market having the following capabilities:

- 🌐 Fixed and Portable systems with optional capabilities.
 - 🌐 3 weeks without recharging
 - 🌐 low power 25 W
 - 🌐 small footprint (2x3ft)

- ⌚ wireless light connection
- ⌚ vehicle tracking
- ⌚ pedestrian tracking
- ⌚ speed violations
- ⌚ crosswalk violations
- ⌚ stop sign violations
- ⌚ high-definition DVR 10 days
- ⌚ low-definition DVR 30 days, capability to increase
- ⌚ send warning

⌚ License plate recognition technology

- ⌚ Connect to criminal sources
- ⌚ Automatically detect a plate number
- ⌚ Automatically detect the state

⌚ Video monitoring technology

- ⌚ Operates via cellular network
- ⌚ Integrated back-end solution

Regards,

Heidi Traverso
Business Development Manager



Memorandum

Date: 3/18/2025
Meeting of: Committee of the Whole - Public Safety and Human Services

File No. CM 25-182
Type: Committee Memo

TO: Committee of the Whole - Public Safety and Human Services
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

| | | |
|------|-----------------------------|--------------|
| Fire | Adrian Sheppard, Fire Chief | 425-556-2201 |
|------|-----------------------------|--------------|

DEPARTMENT STAFF:

| | | |
|------|---------------|----------------------------|
| Fire | Caleb Freeman | Battalion Chief - Training |
|------|---------------|----------------------------|

TITLE:
FEMA Subrecipient Agreement with Seattle Fire

OVERVIEW STATEMENT:
The State Homeland Security Program (SHSP) is a federal grant program under the Federal Emergency Management Agency (FEMA)/Department of Homeland Security (DHS) that provides grant funding for local agencies to provide training and purchase equipment for first responders.

Seattle Fire Department is the fiscal year 2022 grant awardee, and Redmond Fire is identified as a sub-recipient to receive \$17,620 in structural collapse rescue equipment.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information
- Provide Direction
- Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
2022-2027 Fire Department Strategic Plan & Community Risk Assessment & Standards Of Cover
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

This funding is provided in the form of equipment only, with no direct monetary allocation. The addition of this specialized equipment will enhance the City’s ability to respond to structural collapse incidents, improving overall emergency response effectiveness and firefighter safety.

The equipment is expected to arrive in late April or early May, further strengthening Redmond Fire’s operational capabilities and preparedness for critical rescue situations.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
No cost.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
N/A

Budget Priority:
Safe and Resilient

Other budget impacts or additional costs: Yes No N/A

If yes, explain:
N/A

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

| Date | Meeting | Requested Action |
|------|--|------------------|
| N/A | Item has not been presented to Council | N/A |

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|----------|------------------|------------------|
| 4/1/2025 | Business Meeting | Approve |

Time Constraints:

The SHSP FY22 grant-funded structural collapse rescue equipment is expected to be delivered in late April or early May 2025.

ANTICIPATED RESULT IF NOT APPROVED:

Timely approval ensures that Redmond Fire can fully utilize the awarded equipment to strengthen emergency response capabilities without incurring additional city costs.

ATTACHMENTS:

- Attachment A: Distribution Agreement with Seattle Fire Department
- Attachment B: SFD Original Federal Award Document (2022)
- Attachment C: Structural Collapse Equipment Use Examples



**Distribution Agreement
Between
City of Seattle
And
Redmond Fire Department
(Subrecipient Agency)**

This Document is entered into by Redmond Fire Department, Zone 1, and City of Seattle Fire Department, (SFD), whose address is 301 Second Ave South, Seattle, WA 98104-2680.

The Jurisdiction is undertaking certain activities related to a federal grant award. All federal financial and grant management rules and regulations must be adhered to in the execution of this Agreement. A copy of the federal award document is attached for reference. The City of Seattle Fire Department (SFD) is acting as a pass-through entity for this grant. The Jurisdiction has been designated by SFD as a subrecipient.

FEDERAL AWARD INFORMATION

| | | |
|--|--|--|
| GRANT AWARD TITLE | <i>Seattle Fire SHSP FFY22</i> | |
| SUBRECIPIENT NAME | SUBRECIPIENT'S UEI | SUBRECIPIENT CONTACT NAME AND EMAIL |
| Redmond Fire Department | XK1UCKFKU3N9 | Courtney Earl cearl@redmond.gov |
| FEDERAL AWARD ID # (FAIN) | FEDERAL AWARDDING AGENCY | FEDERAL AWARD DATE |
| EMW-2022-SS-00056-S01 | FEMA OF THE US DEPARTMENT OF HOMELAND SECURITY (DHS) | 9/2/2022 |
| CFDA NUMBER | SUBAWARD PERIOD OF PERFORMANCE START DATE | SUBAWARD PERIOD OF PERFORMANCE END DATE |
| 97.067 | 9/01/2022 | 3/30/2025 |
| FEDERAL AWARD PROJECT DESCRIPTION | SUBAWARD BUDGET PERIOD START DATE | SUBAWARD BUDGET PERIOD END DATE |
| SHSP | 9/01/2022 | 3/30/2025 |
| TOTAL FUNDS OBLIGATED BY THIS ACTION FROM THE PASS THROUGH ENTITY TO THE SUBRECIPIENT | TOTAL FEDERAL AWARD | TOTAL AMOUNT OF THE FEDERAL AWARD COMMITTED TO PASS-THROUGH AGENCY (FROM THIS FAIN) |
| \$17,620 | \$13,905,347 | \$332,192 |
| PASS THROUGH ENTITY | CONTACT NAME AND TITLE | CONTACT EMAIL |
| CITY OF SEATTLE FIRE DEPARTMENT | Kathryn Finau, Grants Manager | Kathryn.Finau@seattle.gov SFD_Contracts@Seattle.gov |

FEDERAL AWARD PROJECT DESCRIPTION

The parties agree that Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government. The FFY 2022 HSGP’s allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

Under the terms and conditions of this grant, SFD will be distributing specialized emergency response and fire equipment for the Jurisdiction. The distribution of the equipment through this grant is subject to the following terms and conditions.

1. The equipment to be purchased for the Jurisdiction is as described as follows:

(Based on quotes provided at the time of the grant award or upon equipment ordering. The actual equipment description and cost will be reflected on the Hand Receipt(s) when the equipment is delivered):

| EQUIPMENT DESCRIPTION | VENDOR |
|--|-------------------------|
| Structural Collapse Equipment – Total Value of Equipment: \$17,620 | Listed on Hand Receipts |

The equipment listed above will be distributed through projects awarded by this grant. All equipment distributed to the Jurisdiction under this grant agreement and identified through signed hand receipt(s) will be covered by the provisions in this agreement.

2. This equipment shall be accounted for by written hand receipt(s) which will be provided at the time the equipment is received by the Jurisdiction and is subject to the terms and conditions of this agreement. Title to the equipment transfers upon delivery.
3. The equipment delivered to Jurisdiction is accepted "as is" by Jurisdiction with the understanding that SFD disclaims all warranties for the delivered equipment. Should the equipment not perform as specified by the vendor, the Department will provide all warranty repair information to Jurisdiction.
4. Jurisdiction is responsible for the exchange of equipment with like items for proper size, etc. Department will provide all exchange information to the Jurisdiction.
5. Jurisdiction is responsible for the maintenance, training, storage, proper use and inventory of the equipment. If this equipment is lost, stolen or deemed unusable it will not be replaced. Equipment valued at \$10,000 or more (or the Jurisdiction’s capitalization threshold, if less than \$10,000) have additional compliance requirements. These requirements include maintaining detailed property records, an inventory to be conducted by the Jurisdiction every two years on all federally purchased equipment valued at \$10,000 or more (or the Jurisdiction's capitalization threshold, if less than \$10,000), a control system to adequately maintain and safeguard the equipment must be established, and federal disposal requirements must be met. The Jurisdiction shall comply with the 2 CFR Part 200, "Uniform Guidance: Uniform Administrative requirements, Cost Principles, and Audit Requirements for Federal Awards", and 44 CFR 13.32 Equipment.
6. Jurisdiction shall defend and hold harmless the U.S. Department of Homeland Security, the Washington State Military Department, King County Office of Emergency Management, the Department, its officers, employees and agents from any claims, costs, demands or damages that may result from the Jurisdiction's failure to comply with the provisions of this Agreement, and with laws and regulations applicable to the equipment and its use.

7. For all equipment valued at \$10,000 or more (or the Jurisdiction's capitalization threshold, whichever is more) the Jurisdiction must complete a biennial letter of certification to the Department at the address listed below. The certification letter must identify this equipment and include the date of inventory, location, and condition of the equipment until the equipment is disposed of in accordance with Federal requirements. These forms will be provided by SFD during the monitoring process.
8. Jurisdiction must record this equipment in accordance with 2 CFR Part 200 Subpart E "Cost Principles" and are subject to audit and reporting requirements under 2 CFR Part 200 Subpart F "Audit Requirements". If the Jurisdiction is required to have an audit in accordance with 2 CFR Part 200 for the year the equipment is received, a copy of the audit report and the management letter shall be forwarded to the Department at the address listed below.
9. Jurisdiction shall maintain all books, records and documents related to the receipts and proper maintenance of the equipment. In compliance with 2 CFR Part 200 Part D "Post Federal Award Requirements", Department will conduct periodic onsite reviews of the equipment and the accounting records.
10. SFD has responsibility to monitor the listed equipment/supplies for its useful life.
11. Jurisdiction understands it has a responsibility to report the cost of equipment on the Financial Schedule of Expenditures of Federal Awards (SEFA, Schedule 16 annual financial report).
12. Jurisdiction must permit the Seattle Fire Department and their auditors and/or federal monitors to have access to the Jurisdiction's records and financial statements as necessary to meet the requirements of the grant program.
13. Where documents require signatures, please sign and return to the Seattle Fire Department, Finance Division, 301 Second Avenue South, Seattle, WA 98104-2680. Thank you for your assistance in this matter. Please email the above Seattle Fire Department contact if you have questions.

City of Redmond Fire Department

City of Seattle Fire Department

Signature

Signature

Title

Title

Date

Date

| | | | |
|---|--|----------------------------------|-------------------------------|
| Department / Division | Department of Executive Services, Office of Emergency Management | | |
| Subrecipient | Seattle Fire Department | | |
| Project Title | Seattle Fire SHSP FFY 22 | | |
| Agreement Amount | \$ 332,192.00 | | |
| Agreement Period From | September 01, 2022 | Agreement Period To | March 30, 2025 |
| Subrecipient Unique Entity Identifier (UEI) | V6NCY5EV6AY6 | Tax ID Number (TIN) | 91-6001275 |
| Federal Award Identification # | EMW-2022-SS-00056-S01 | Federal Award Date | 09/02/2022 |
| Total Federal Award Amount | \$13,905,347 | Federal Funding Authority | US Dept. of Homeland Security |
| Purpose & Description: | | | |
| The objective of the Federal Fiscal Year (FFY) 2022 Homeland Security Grant Program (22HSGP) is to fund state, local, tribal, and territorial efforts to prevent terrorism and prepare the nation for threats and hazards that pose the greatest risk to the security of the United States. 22HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal of a secure and resilient nation. 22HSGP 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. | | | |

**KING COUNTY SUBRECIPIENT GRANT AGREEMENT
FOR FFY 22 HOMELAND SECURITY GRANT, STATE HOMELAND SECURITY PROGRAM**

THIS AGREEMENT is entered into by KING COUNTY (the "County" or "KCOEM"), and the SEATTLE FIRE DEPARTMENT (the "Subrecipient"), whose address is 301 2nd Avenue South Seattle, WA 98104-2618;

WHEREAS, the County has been advised that the funding source of this grant is the federal fiscal year (FFY) **2022 State Homeland Security Program**, Assistance Listing (formerly CFDA) # **97.067** Homeland Security Grant Program (HSGP), Washington State Military Department Agreement # **E23-087**;

WHEREAS, the County desires to have certain services performed by the Subrecipient as described through this subaward of funds pursuant to this Agreement;

WHEREAS, the Subrecipient desires to acquire equipment and perform trainings to further the goals of the Homeland Security Grant Program, in exchange for reimbursement of HSGP grant funding from the County; and

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. EXHIBITS

The Subrecipient shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits, which are incorporated herein by reference:

| | |
|--|------------------------------|
| <u>Scope of Work and Project Timeline</u> | Attached hereto as Exhibit A |
| <u>Budget</u> | Attached hereto as Exhibit B |
| <u>Certificates of Insurance/Endorsements</u> | Attached hereto as Exhibit C |
| <u>Contract between King County and Washington State Military Department</u> | Attached hereto as Exhibit D |

II. **GRANT AGREEMENT PERFORMANCE PERIOD**

- A. This Agreement shall commence on September 01, 2022, and shall terminate on March 30, 2025, unless extended or terminated earlier, pursuant to the terms and conditions of this Agreement.
- B. All work under this Agreement must end on or before the Agreement End Date, which is March 30, 2025.

III. **AGREEMENT REPRESENTATIVES**

- A. King County's Project Manager for this Agreement is Nathan Drain at the King County Office of Emergency Management. The Project Manager is responsible for monitoring the performance of the Subrecipient, approving actions by the Subrecipient when required by this Agreement, approving Reimbursement Requests submitted by the Subrecipient, and accepting reports submitted by the Subrecipient.
- B. The Subrecipient's representative for this Agreement is Margie Viall, Grants and Contracts Manager, who will be the contact for all communications regarding this Agreement.
- C. Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent to King County or the Subrecipient by U.S. mail, fax, or email at the addresses provided below:
- D. If to King County:
 - i. Nathan Drain
 - ii. King County Office of Emergency Management
 - iii. 3511 NE 2nd St.
 - iv. Renton, WA 98056
 - v. PH: 206-205-3419 / FAX: 206-205-4056
 - vi. ndrain@kingcounty.gov
- E. If to the Subrecipient:
 - i. Kathryn Finau
 - ii. Seattle Fire Department
 - iii. Grant Manager
 - iv. 301 2nd Avenue South
 - v. Seattle, WA 98104-2618
 - vi. PH: 206-304-0815
 - vii. kathryn.finau@seattle.gov

- F. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

IV. SCOPE OF WORK

- A. The Subrecipient shall complete the project(s) and activities identified in the scope of work within the Grant Agreement Performance Period identified in Section II. KCOEM reimbursement requests will be processed if they are deemed allocable, in KCOEM's sole discretion, to the project(s) activities set forth in the scope of work and allowable according to the budget categories within this Agreement. Exhibit A contains the Scope(s) of Work for this Agreement.
- B. The parties agree that Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government. The FFY 2022 HSGP's allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

V. OPERATING BUDGET

- A. This is a reimbursement Agreement and will not exceed \$ 332,192.00 (three hundred thirty two thousand one hundred ninety two dollars) with reimbursement payable to the Subrecipient for eligible costs for satisfactory performance of the work under this Agreement. The Agreement amount is the sum of the solution area(s) of one or more projects identified in the scope of work. The Subrecipient shall apply the funds received from the County under this Agreement in accordance with the budget, if included within an Exhibit.
- B. The Subrecipient shall request prior approval to amend this Agreement for transfers that affect the Salaries & Benefits, Overtime, Contracting- Personnel, and/or Pass Through- Personnel categories. In addition, prior approval is required for cumulative transfers between project budgets, as identified in the Budget (Exhibit C), that exceed 10% of the grant Agreement.
- C. The Federal FFY 2022 HSGP stipulates the following for the overall grant funding; specific caps or thresholds for this Agreement may differ:
1. Up to 5 percent of HSGP funds awarded may be used for management and administrative purposes directly related to administration of the grant.
 2. At least 25 percent of the combined HSGP funds allocated under SHSP and UASI are dedicated towards law enforcement terrorism prevention activities (LETPA) linked to one or more capabilities within the NPG. The LETPA allocation can be from SHSP, UASI or both.
 3. Personnel expenses may not exceed 50 percent of the HSGP award.
 4. Percentages applicable to the Sub-grantee under this Grant Agreement may differ from the above overall FFY 2022 HSGP grant stipulations:

5. The Grant Agreement percentage for management and administration purposes may be less than, but will not exceed, the maximum 5 percent.
6. The Grant Agreement LETPA percentage may vary, but the Sub-grantee must meet the percentage identified on Exhibit C- Budget Sheet as a minimum.
7. The Grant Agreement percentage for personnel expenses may vary, but the Subrecipient must not exceed the percentage identified on Exhibit C- Budget Sheet.
8. If the Subrecipient chooses to include indirect cost within the Budget, the rate shall be submitted to the County. The rate shall be supported by either a copy of an approved federally recognized indirect cost rate agreement negotiated between the Subrecipient and the federal cognizant agency, or a copy of Subrecipient's federally recognized indirect cost rate proposal as allowed in 2 CFR 200, Appendix VII(D)(1)(a)&(b).
 - a. If no approved federally recognized indirect cost rate exists then:
 - i. The Subrecipient may negotiate with the county per 2 CFR 200.331(a)(4)
 - ii. The Subrecipient may elect to charge a de minimis rate of 10% to of its federal awards per 2 CFR 200.414(f)

VI. REIMBURSEMENT AND METHOD OF PAYMENT

- A. Reimbursement for eligible costs for satisfactory work performance shall be payable upon receipt of a properly completed KCOEM Reimbursement Request.
- B. KCOEM Reimbursement Requests may be submitted monthly after expenses have been incurred. If a reimbursement request is not submitted within a quarter, the Subrecipient must submit a progress report indicating the status of the project for the reporting quarter. See Section VII for Reporting Requirements pertaining to reimbursement requests.
- C. Unless specifically required with submission of the KCOEM Reimbursement Request, the Subrecipient shall maintain and have available for inspection and audit, detailed supporting documentation of all costs for which reimbursement is requested, which documents its allowability, allocability, reasonableness, and necessity for the grant funded project/program.
 1. Documentation includes, but is not limited to,
 - a. Paid invoices to vendors;
 - b. Paid expense claim forms;
 - c. Canceled warrants/checks;
 - d. Time reports, with supervisory approval;
 - e. Sign-In Sheets; and
 - f. Quotes, RFPs, or other documentation of procurement.
 2. Subject to inspection upon the County's request:

- i. Demonstrated pharmacy inventory system for medications, § XIII.F
 - ii. AEL support documentation, § XIII.B, C, D, E
- D. KCOEM Reimbursement Requests that include personnel related costs shall include with the submission a labor pay summary report, which, at a minimum, must include each employees': name, dates of service, hours, rates of pay, and total costs, including associated benefits.
- E. KCOEM Reimbursement Requests that include equipment with an acquisition cost of \$5,000 or more shall include:
 - 1. A Grant Funded Equipment form;
 - 2. Copy of the vendor's invoice; and
 - 3. Packing slip
 - a. In lieu of a packing slip, include a statement on the vendor's invoice signed and dated by the Subrecipient's authorized representative that states "all items invoiced have been received in good working order, are operational, and have been inventoried according to agreement and local procurement requirements."
- F. The final KCOEM Reimbursement Request must be submitted to the County no later than forty-five (45) calendar days after the Agreement End Date of the performance period. The maximum amount of all reimbursement requests permitted to be submitted under this Grant Agreement, including the final KCOEM Reimbursement Request, is limited to and shall not exceed the total Grant Agreement Amount.
- G. Payment will be considered timely if mailed by the County to the Subrecipient within thirty (30) calendar days after receipt of a properly completed KCOEM Reimbursement Request. Payment will be sent to the address designated by the Subrecipient on the KCOEM Reimbursement Request form. The County may, at its sole discretion, withhold payments claimed by the Subrecipient for services rendered if the County has determined that the Subrecipient has failed to satisfactorily comply with any term or condition of this Agreement.
- H. The County does not incur liability for any payment to the Subrecipient that is subsequently disallowed by Washington State ("State") or Federal granting agencies. The County reserves the right to withhold or recoup payment for work or activities determined by funding agencies to be ineligible for reimbursement.

VII. REPORTING REQUIREMENTS

- A. The Subrecipient shall submit narrative progress reports with each KCOEM Reimbursement Request submission. The report must include the Subrecipient's progress in implementing the Scope of Work, including any problems encountered and possible need for adjustments to the budget. If a KCOEM Reimbursement Request is not submitted within a quarter, the Subrecipient must submit a progress report indicating the status of the project for the reporting quarter.

- B. The Subrecipient shall submit a closeout report and a final grant funded typed resource report no later than forty-five (45) calendar days after Agreement End Date. The closeout report must describe all completed activities, and include a summary of the accomplishments and any difficulties the Subrecipient had in executing the project(s).
- C. The Subrecipient shall participate in the State's annual capabilities assessments for the State Preparedness Report.

VIII. MAINTENANCE OF RECORDS

- A. The Subrecipient shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Agreement funds and compliance with this Agreement.
- B. This Agreement and all records generated pursuant to it are public records under chapter 42.56 RCW. Such records shall be maintained for a period of six (6) years from the date that the grant is closed. The County will notify the Subrecipient of the date the grant is closed. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

IX. EVALUATIONS AND INSPECTIONS

- A. The Subrecipient shall provide right of access to its facilities, including those of any subcontractor, to the County, the State, and/or federal agencies or officials at all reasonable times to monitor and evaluate the services provided under this Agreement. The County shall give advance notice to the Subrecipient in the case of fiscal audits to be conducted by the County.
- B. The records and documents with respect to all matters covered by this Agreement shall be subject at all time to inspection, review, or audit by the County and/or federal/State officials so authorized by law during the performance of this Agreement and six (6) years from the date that the grant is closed. The County will notify the Subrecipient of the date the grant is closed. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.
- C. The Subrecipient agrees to cooperate with the County or its agent in the evaluation of the Subrecipient's performance under this Agreement and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.

X. ADMINISTRATIVE REQUIREMENTS

The Subrecipient shall comply with all applicable State and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of "The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2022 Homeland Security Grant Program" (hereafter "the NOFO") document, the FEMA Preparedness Grants Manual document, Version 3, published May 2022 (hereafter "the Manual"), the DHS Award Letter for Grant No. EMW-2022-SS-00056-S01, and the federal regulations commonly

applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The DHS Award Letter is incorporated in this Agreement as Attachment C.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the County, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. Subawards & Contracts by Subrecipients

1. If the Subrecipient also becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient, the Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 22HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.
 - a. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 22HSGP funds, including, but not limited to, those contained in 2 CFR 200.
 - b. The Subrecipient shall require its subrecipient(s) to comply with all applicable State and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the NOFO, the Manual, the DHS Award Letter for Grant No. EMW-2022-SS-00056-S01 in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.
 - c. The Subrecipient shall be responsible for ensuring that all 22HSGP federal award funds provided to its subrecipients are used in accordance with applicable federal and State statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

XI. ADDITIONAL REQUIREMENTS

- A. The Subrecipient agrees that all exercises must comply with the Homeland Security Exercise Evaluation Program (HSEEP). Upon completion of the exercise, an After Action report and an Improvement Plan must be prepared and submitted to the FEMA portal within 60 days of completion of the exercise.
- B. The Subrecipient agrees that to receive any federal preparedness funding, all Environmental & Historical Protection (EHP) Program compliance requirements outlined in applicable guidance must be met. The EHP review process must be completed and approval received by the Subrecipient before any work is started for which reimbursement will later be requested. Expenditures for projects started before completion of the EHP review and receipt of approval by the Subrecipient may not be reimbursed. The Subrecipient is advised that any project or expenditure with the

potential to impact natural or biological resources or historic properties, including but not limited to communication towers, physical security enhancements, new construction, renovation, or modification to buildings or structures, cannot be initiated until FEMA has completed the required EHP review. If potential impact is identified, EHP review is required prior to project implementation. Projects implemented prior to receiving EHP approval from FEMA risk de-obligation of funds.

- C. The Subrecipient agrees that to receive FFY 2022 HSGP federal preparedness funding, it will meet all National Incident Management System (NIMS) compliance requirements outlined in FFY 2022 HSGP Grant Guidance.
- D. Grant funds may not be used to replace or supplant existing funding. The County may require the Subrecipient to document that grant funds are not being used to replace or supplant existing funding.
- E. The Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, and request for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- F. As a subrecipient of federal financial assistance under this Agreement, the Subrecipient shall comply with all applicable State and federal statutes, regulations, executive orders, and guidelines, including but not limited to the following:
 1. All applicable State and federal statutes, regulations and executive orders relating to nondiscrimination, including but not limited to the following: (a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.) which prohibits discrimination on the basis of race, color or national origin; (b) the Civil Rights Act of 1968 (42 U.S.C. 3601), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex; (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§1681 et seq.), which prohibits discrimination on the basis of sex; (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794), which prohibits discrimination on the basis of disability; (e) the Age Discrimination Act of 1975, as amended (42 U.S.C §§6101 et seq.), which prohibits discrimination on the basis of age; (f) Clean Air Act of 1970, (g) Clean Water Act of 1977, (h) Coastal Wetlands Planning, (i) Protection, and Restoration Act of 1990, (j) the Fair Housing Amendments Act of 1988, as amended (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (k) the Americans with Disabilities Act, as amended (42 U.S.C. §§ 12101-12213) which prohibits discrimination on the basis of disability; and (l) Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency.
 2. All applicable State and federal statutes, regulations, executive orders and guidelines relating to environmental and historical preservation, including but not limited to the following: (a) the Coastal Wetlands Planning, Protection and Restoration Act of 1990, as amended (16 U.S.C. 3951 et seq.), Executive Order 11990 and 44 CFR Part 9; (b) the Clean Air Act of 1970, as amended (42 U.S.C. §7401) and the Clean Water Act of 1977, as amended (38 U.S.C. §§ 1251-1387) and Executive Order 11738; (c) floodplains management pursuant to EO 11988, as amended; (d) the Coastal Zone Management Act of 1972, as

amended (P.L. 92-583, 16 U.S.C. §§1451 et seq.); (e) the National Environmental Policy Act, as amended (42 U.S.C. §4321); (f) the Safe Drinking Water Act of 1974, as amended (PL 93-523); (g) the Endangered Species Act of 1973, as amended (PL 93-205); and (h) the National Historic Preservation Act, as amended (PL 89-665, 16 U.S.C. §470 et seq.) and 36 CFR Part 800.

3. The Drug-Free Workplace Act of 1988, as amended (41 U.S.C. §701 et seq., 2 CFR 3001, 44 CFR Part 17).
4. Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104) and 2 CFR §175.
5. The requirements of 45 CFR Part 46 Protection of Human Subjects for purposes of research, and the requirements in DHS Directive 026-04.
6. The requirements of the Animal Welfare Act of 1966, as amended (7 U.S.C. §2131 et. seq.).
7. The Flood Disaster Protection Act of 1973 the National Flood Insurance Act of 1968, as amended (42 U.S.C. §4001 et seq.).
8. The USA Patriot Act of 2001, as amended (18 U.S.C. §§175-175c).
9. The Fly America Act of 1974, as amended (49 U.S.C. §40118) and the interpretive guidelines issued by the Comptroller General of the United States March 31, 1981, amendment to Comptroller General Decision B138942.
10. The False Claims Act (FCA) (31 U.S.C. § 3729).
11. Section 6 of the Hotel and Motel Safety Act of 1990 (15 U.S.C. §2225(a), ensuring that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention Control Act of 1974, 15 U.S.C. §2225.
12. If funding is allocated to a Fusion Center investment, the Subrecipient must ensure all Fusion Center analytical personnel demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for State, local, and tribal Intelligence Analysts, which outlines the minimum categories of training needed for intelligence analysts. All training to ensure baseline proficiency in intelligence analysis and production must be completed within six (6) months of hiring unless the analyst has previously served as an intelligence analyst for a minimum of two (2) years. Proof of satisfaction of this requirement must be accessible to the County Key Personnel as applicable.

XII. PROCUREMENT AND FINANCIAL MANAGEMENT

- A. All sole source contracts over \$100,000 must be reviewed and approved by the County prior to execution of a contract. This requirement applies to all the Subrecipient's sub-contractors, and the Subrecipient will be responsible for reviewing and approving their sub-contractor's sole source justifications.
- B. No travel or subsistence costs, including lodging and meals, reimbursed with federal funds may exceed federal maximum rates which can be found at <http://www.gsa.gov>.

- C. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:
1. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by

Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 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 any other award covered by 31 U.S.C. 1352. Each tier must also 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 non-Federal award.

10. Procurement of recovered materials -- As required by 2 CFR 200.322, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
 11. Notice of federal awarding agency requirements and regulations pertaining to reporting.
 12. Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
 13. Access by the County, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 14. Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.
 15. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 16. Pursuant to Executive Order 13858 "*Strengthening Buy-American Preferences for Infrastructure Projects*," the County encourages Subrecipients to use, to the greatest extent practicable and consistent with the law, the use of goods, products, and materials produced in the United States in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
 17. Per 2 C.F.R. 200.16, prohibitions regarding certain telecommunications and video surveillance services or equipment and mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018).
- D. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the County for forwarding to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination,

recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

- E. Subrecipient must obtain prior approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- F. All recipients of financial assistance will comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- G. If the Subrecipient collects personally identifiable information (PII), the Subrecipient must have a publicly available policy that describes what PII is collected, how the PII is used, whether the PII is shared with third parties, and how individuals may have their PII corrected as necessary.
- H. The Subrecipient and any of its sub-recipients are required to be non-delinquent in repayment of any federal debt.

XIII. EQUIPMENT MANAGEMENT

- A. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:
 - 1. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.
 - 2. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
 - 3. Inventory system records shall include:
 - a. Description of the property;
 - b. Manufacturer's serial number, model number, or other identification number;
 - c. Funding source for the property, including the Federal Award Identification Number (FAIN);
 - d. Assistance Listings Number (formerly CFDA number);
 - e. Who holds the title;
 - f. Acquisition date;

- g. Cost of the property and the percentage of federal participation in the cost;
 - h. Location, use and condition of the property at the date the information was reported;
 - i. Disposition data including the date of disposal and sale price of the property.
- 4. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- 5. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.
- 6. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the County's Key Personnel.
- 7. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
- 8. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
- 9. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
- 10. For Equipment:
 - a. Items with a current per-unit fair-market value of five thousand dollars (\$5,000) or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.

- b. Items with a current per-unit fair-market value in excess of five thousand dollars (\$5,000) may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
11. Records for equipment shall be retained by the Subrecipient for a period of six (6) years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six- (6-) year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
12. Allowable equipment categories for HSGP are listed on the Authorized Equipment List (AEL) located on the FEMA website at <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program and includes items that may not be categorized as equipment according to the federal, State, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.
13. If the item is not identified on the AEL as allowable under HSGP, the Subrecipient must contact the County's Key Personnel for assistance in seeking FEMA approval prior to acquisition.
14. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
15. If funding is allocated to emergency communications, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at <https://www.cisa.gov/safecom/funding>, ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.
16. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
 - a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

17. This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018). Recipients and subrecipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the Preparedness Grants Manual and applicable Notice of Funding Opportunity.
18. Per section 889(f)(2)-(3) of the FY 2019 NDAA, and 2 CFR 200.216, covered telecommunications equipment or services means:
 - a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
19. For OPSG Subrecipients, items budgeted as equipment in an approved Operations Order must follow all associated equipment regulations in the 2 CFR 200.313 and must be marked prominently with "Purchased with DHS funds for Operation Stonegarden Use" when practicable.
20. The Subrecipient must pass through equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

XIV. INTERNAL CONTROLS AND ACCOUNTING SYSTEM

- A. The Subrecipient shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, financial and governmental reporting standards as prescribed by the appropriate accounting standards board.

XV. KING COUNTY RECYCLED PRODUCT PROCUREMENT POLICY

- A. The Subrecipient is encouraged to use recycled and other environmentally preferable products whenever practicable.

- B. The Subrecipient shall use recycled paper for all printed and photocopied documents related to the fulfillment of this Agreement, and shall, whenever practicable, use both sides of the paper.

XVI. COMPLIANCE WITH APPLICABLE LAW

- A. The Subrecipient shall comply with all applicable federal, State, tribal government, and local laws, regulations, and policies.
- B. The County is not responsible for advising the Subrecipient about, or determining the Subrecipient's compliance with, applicable laws, regulations and policies.
 - 1. In the event of the Subrecipient's noncompliance or refusal to comply with any applicable law, regulation or policy, the County may rescind, cancel, or terminate the contract in whole or in part. The Subrecipient is responsible for any and all costs or liability arising from the Subrecipient's failure to comply with applicable law, regulation or policy.
 - 2. In the event of a conflict between any of the language contained in any exhibit or any attachment to this Agreement, the language in the Agreement shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

XVII. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- A. Equal Benefits to employees with Domestic Partners.
 - 1. Pursuant to Ordinance 14823 and as amended by Ordinance 16586, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of a competitive award of a contract valued at \$25,000 or more, non-public Contractors agree not to discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners or employees who reside with legally domiciled members of households during the performance of this Agreement. Failure to comply with this provision shall be considered a material breach of this Agreement and may subject the Subrecipient to administrative sanctions and remedies for breach.
 - 2. When a competitively awarded contract is valued at \$25,000 or more, the Subrecipient shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 [which is codified at King County Code (KCC) Chapter 12.19], and related administrative rules are incorporated herein by reference. They are also available online at:
http://www.kingcounty.gov/operations/procurement/Services/Equal_Benefits.aspx .
- B. Nondiscrimination in Employment or Provision of Services
 - 1. During the performance of this Agreement, neither the Subrecipient nor any party subcontracting under the authority of this Agreement shall discriminate or tolerate harassment on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression of age except by minimum age and retirement provisions, unless

based upon a bona fide occupational qualification in the employment or application for employment or in the administration or delivery of services or any other benefits under this Agreement.

C. Nondiscrimination in Subcontracting Practices

1. During the term of this Agreement, the Subrecipient shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Subrecipient shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

D. Compliance with Laws and Regulations

1. The Subrecipient shall comply fully with all applicable federal, State and local laws, ordinances, executive orders, OMB Circulars and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the Robert T Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), the American with Disabilities Act, and the Restoration Act of 1987. In addition, King County Code chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this Agreement. The Subrecipient shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

E. Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities

1. The County encourages the Subrecipient to utilize small businesses, including Small Contractors and Suppliers (SCS) as defined below, and minority-owned and women-owned business enterprises certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) in County contracts. The County encourages the Subrecipient to use the following voluntary practices to promote open competitive opportunities for small businesses, including SCS firms and minority-owned and women-owned business enterprises.
2. Inquire about King County's Contracting Opportunities Program. King County has established a Contracting Opportunities Program to maximize the participation of SCS firms in the award of County contracts. The Program is open to all SCS firms certified by King County Business Development and Contract Compliance (BDCC). As determined by BDCC and identified in the solicitation documents issued by the County, the Program will apply to specific contracts. However, for those contracts not subject to the Program or for which the Subrecipient elected not to participate in the Program during the solicitation stage, the Subrecipient is still encouraged to inquire voluntarily about available firms. Program materials, including application forms and a directory of certified SCS firms, are available at the following website:
<http://www.kingcounty.gov/bdcc>.

- a. The term SCS means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at 50 percent of the Federal Small Business Administration small business size standards using the North American Industry Classification System and Owners' Personal Net Worth less than \$750,000;
3. Contact the Washington State Office of Minority and Women's Business Enterprises to obtain a list of certified minority-owned and women-owned business enterprises by visiting their website at <http://www.omwbe.wa.gov/> or by telephone 866-208-1064; and
 4. Use the services of available community organizations, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including SCS firms and minority-owned and women-owned business enterprises.
- F. Equal Employment Opportunity Efforts
1. The Subrecipient shall undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, or age. The Subrecipient's equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Subrecipient agrees to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.
- G. Compliance with Section 504 of the Rehabilitation Act of 1973 as amended (Section 504) and the American Disabilities Act of 1990 as amended (ADA)
1. Pursuant to Title II of the ADA and Section 504 the County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs, or activities are carried out by contractors. The Subrecipient agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Agreement in the same manner as King County is obligated to under Title II of the ADA, and Section 504 and shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this section shall be a material breach of, and grounds for, the immediate termination of this Agreement.
 2. The Subrecipient agrees to provide to persons with disabilities access to programs, activities, and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16; and
 3. The Subrecipient shall not discriminate against persons with disabilities in providing the work under the Contract. In any subcontracts for the programs,

activities and services under their contract or agreement, the Subrecipient shall include the requirement that the subcontractor provide to persons with disabilities access to programs, activities and services provided under the contract or agreement as required by the disability access laws as defined by KCC 12.16, that the subcontractor shall not discriminate against persons with disabilities in providing the work under the Contract and that the subcontractor shall provide that the County is a third party beneficiary to that required provision.

- H. Sanctions for violations: any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Subrecipient may be subject to damages, withholding payment and any other sanctions provided for by the Contract and by applicable law.

XVIII. PROPRIETARY RIGHTS

- A. The Subrecipient acknowledges that FEMA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (b) any rights of copyright to which an award recipient or sub-recipient purchases ownership with Federal support. The Subrecipient agrees to consult with the County regarding the allocation of any patent rights that arise from, or are purchased with, this funding. All Sub-grantees must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

XIX. SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

- A. The Subrecipient shall comply with and include the following audit requirements in any subawards. Non-federal entities, as Subrecipients of a federal award, that expend \$750,000 or more in one fiscal year of federal funds from all sources; direct and indirect, are required to have a single or a program specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.
- B. Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GALAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GALAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425. The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any

unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The County reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

- C. After the single audit has been completed for the Subrecipient, and if it includes any audit findings exclusive to the Subrecipient, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the County at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s): After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the County at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

**King County
Office of Emergency Management
3511 NE 2nd St.
Renton, WA 98056**

- D. The Subrecipient must send a completed "2 CFR Part 200 Subpart F Audit Certification Form" to the County at the address listed above before this Agreement is executed and timely submit annual updates to the County shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the County, or if such corrective action is deemed by the County to be insufficient, this Agreement may be terminated in whole or in part.
- E. The County reserves the right to suspend all or part of this Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the County to terminate this Agreement in whole or in part.
- F. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time.
- G. The rights and remedies of the County provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.
- H. If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

XX. CERTIFICATION REGARDING DEBARMENT

- A. As federal funds are the basis for this Agreement, the Subrecipient certifies it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. If requested by the County, the Subrecipient shall complete and sign a

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

XXI. ASSIGNMENT

- A. The Subrecipient shall not assign any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Said consent shall be sought in writing by the Subrecipient not less than 15 days prior to the date of any proposed assignment.

XXII. CORRECTIVE ACTION

- A. If the County determines that a breach of contract has occurred such that the Subrecipient has failed to comply with any terms or conditions of this Agreement or the Subrecipient has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure shall apply:
 - B. The County shall notify the Subrecipient in writing of the nature of the breach;
 - C. The Subrecipient shall respond in writing no later than ten working days following receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing this Agreement into compliance, which date shall not be more than 30 days from the date of the Subrecipient's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
 - D. The County shall notify the Subrecipient in writing of the County's determination as to the sufficiency of the Subrecipient's corrective action plan. The County shall have sole discretion in determining the sufficiency of the Subrecipient's corrective action plan;
 - E. If the Subrecipient does not respond within the appropriate time with a corrective action plan or the Subrecipient's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Agreement in whole or in part pursuant to Section XXIII. Subsection B;
 - F. In addition, the County may withhold any payment owed the Subrecipient or prohibit the Subrecipient from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
 - G. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section XXIII. Subsections A, B, C, and D.

TERMINATION

- H. This Agreement may be terminated by the County without cause, in whole or in part, prior to the termination date specified in Section II, by providing the Subrecipient 30 days advance written notice of the termination.
- I. The County may terminate this Agreement, in whole or in part, upon seven days advance written notice in the event: (1) the Subrecipient materially breaches any duty,

obligation, or service required pursuant to this Agreement; and/or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

1. If the Agreement is terminated by the County pursuant to this Section XXIII. Subsection B.(1), the Subrecipient shall be liable for damages, including any additional costs of procurement of similar services from another source.
 2. If the termination results from acts or omissions of the Subrecipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Subrecipient shall immediately return to the County any funds, misappropriated or unexpended, which have been paid to the Subrecipient by the County.
- J. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in this Agreement and its attached Exhibits, the County may, upon written notification to the Subrecipient, terminate this Agreement in whole or in part.
1. If the Agreement is terminated as provided in this Subsection: (1) the County shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) the Subrecipient shall be released from any obligation to provide such further services pursuant to the Agreement as are affected by the termination.
 2. Funding or obligation under this Agreement beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Agreement. Should such appropriation not be approved, this Agreement shall terminate at the close of the current appropriation year.
- K. This Agreement may be terminated by the Subrecipient without cause, prior to the date specified, in Section II, by providing the County 90 days advance written notice of the termination. The Subrecipient shall provide the County 90 days advance written notice of its intent not to renew this Agreement, in whole or in part.
- L. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

XXIII. FUTURE SUPPORT

- A. The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted herein except as expressly set forth in this Agreement.

XXIV. HOLD HARMLESS AND INDEMNIFICATION

- A. In providing services under this Agreement, the Subrecipient is an independent contractor and neither it, nor its officers, agents or employees are employees of the County for any purpose. The Subrecipient shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career

service or civil service rights which may accrue to a County employee under state or local law.

- B. The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Subrecipient, its employees, and/or others by reason of this Agreement. The Subrecipient shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (a) the Subrecipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (b) the supplying to the Subrecipient of work, services, materials, or supplies by Subrecipient employees or other suppliers in connection with or support of the performance of this Agreement.
- C. The Subrecipient further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Subrecipient, its officers, employees, agents and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Agreement pursuant to the Termination section.
- D. The Subrecipient shall protect, defend, indemnify, and hold harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the acts or omissions of the Subrecipient, its subcontractors, assigns, agents, contractors, consultants, licensees, invitees, employees, or any person whomsoever arising out of or in connection with any acts or activities under this Agreement. This obligation shall not include such costs, claims, judgments, and/or awards of damages which may be caused by the sole negligence of the County; provided, that if the costs, claims, judgments, and/or awards of damages are caused by or result from the concurrent negligence of (1) the County, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or Subrecipient's agents or employees. The Subrecipient agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Subrecipient, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Subrecipient.
- E. The County shall protect, defend, indemnify, and hold harmless the Subrecipient, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the sole negligent acts or omissions of the County, its officers, employees, or agents. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Subrecipient only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Subrecipient incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

- F. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.
- G. To the extent that a Subrecipient subcontractor fails to satisfy its obligation to defend and indemnify the County as detailed in Section XXVIV of this Agreement, the Subrecipient shall protect, defend, indemnify, and hold harmless the County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards or damages arising out of, or in any way resulting from the acts or omissions of the Subrecipient's subcontractor, its officers, employees, and/or agents in connection with or in support of this Agreement.
- H. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.
- I. The indemnification, protection, defense, and hold harmless obligations contained herein shall survive the expiration, abandonment, or termination of this Agreement.

XXV. INSURANCE REQUIREMENTS

- A. By the date of execution of this Agreement, the Subrecipient shall procure and maintain, at its sole cost and expense, for the duration of this Agreement, insurance against claims for injury to persons or damage to property which may arise from, or in connection with, the performance of work hereunder by the Subrecipient, its agents, representatives, officers, employees, and/or subcontractors. The Subrecipient may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Agreement. The Subrecipient is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Subrecipient, its agents, employees, representatives, officers, employees, and/or subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Agreement.
 - 1. Municipal or State Subrecipient Provisions
 - a. If the Subrecipient is a Municipal Corporation or a Subrecipient of the State of Washington and is self-insured for any of the below insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.
- B. For all coverages/policies:
 - 1. Each insurance policy shall be written on an "occurrence" basis; excepting insurance for professional liability (errors and omissions) which may be written on a "claims made" basis.
 - 2. If coverage is approved and purchased on a "claims made" basis, the coverage provided under that insurance shall be maintained, either through consecutive policy renewals, or through the purchase of a tail/extended reporting period, if such renewals are unavailable, for not less than three (3) years from the date of Agreement termination. All insurance written on a "claims made" basis must

have its policy inception or retroactive date be no later than the Effective Date of the Agreement.

3. By requiring such minimum insurance, the County does not and shall not be deemed or construed to have assessed the risks that may be applicable to the Subrecipient, or that of any subcontractor, under this Agreement. To the contrary, this Contract's insurance requirements may not in any way be construed as limiting any potential liability to County or County's potential recovery from Subrecipient. The Subrecipient shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
4. Nothing contained within these insurance requirements shall be deemed to limit the scope, application, and/or limits of the coverage afforded by said policies, and/or which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(ies). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

C. Minimum Scope and Limits of Insurance

1. Subrecipient shall maintain the following types of insurance and minimum insurance requirements:
 - a. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01 04 13. Such insurance shall include coverage for, but not limited to, ongoing operations, products and completed operations, and contractual liability.
 - b. Professional Liability (Errors and Omissions): \$1,000,000 per claim and in the aggregate.
 - c. In the event that services delivered pursuant to this Agreement either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided. "Professional Services", for the purpose of this Agreement section, shall mean any services provided by a licensed professional or those services that require professional standards of care.
 - d. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CA 00 01 10 13 covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8 and 9.
 - e. In the event that services delivered pursuant to this Agreement require the use of a vehicle or involve the transportation of clients by Subrecipient personnel in Subrecipient-owned vehicles or non-owned vehicles, the Subrecipient shall provide evidence of the appropriate automobile coverage.

- f. Workers Compensation: Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" state law.
- g. Employers Liability or "Stop Gap": Coverage with minimum limits of \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability), or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.

D. Deductibles and Self-Insured Retentions

- 1. Any deductible and/or self-insured retention of the policies shall not in any way limit County's right to coverage under the required insurance, or to Subrecipient or any subcontractor's liability to the County, and shall in all instances be the sole responsibility of Subrecipient and any subcontractor, even if no claim has actually been made or asserted against Subrecipient or its subcontractor(s).

E. Other Insurance Provisions

- 1. All required liability insurance policies purchased and maintained by Subrecipient and any of its subcontractors, except professional liability (errors and omissions) and workers compensation policies, shall contain, or be endorsed to contain, the following provisions:
 - 2. The County, its officials, employees and agents shall be covered as additional insured, for full coverage and policy limits, as respects liability arising out of activities performed by or on behalf of the Subrecipient or its agents, representatives, employees, or subcontractor(s) in connection with this Agreement. (CG 2010 11/85 or its commercial equivalent). Additional insured endorsements shall be included with the certificate of insurance.
 - a. All required liability policies purchased and maintained by Subrecipient and any of its subcontractors shall contain or be endorsed to contain the following provisions:
 - b. Coverage shall be primary insurance as respects the County, its officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officials, employees or agents shall not contribute with the Subrecipient's or any subcontractor's insurance or benefit the Subrecipient or any subcontractor, or their respective insurers in any way.
 - c. Insurance shall expressly state that it applies separately to each insured and additional insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

F. All Policies

- 1. County shall receive notice at least thirty (30) days prior to the effective date of any cancellation, lapse of coverage, or material change in the policy.

G. Acceptability of Insurers

1. Unless otherwise approved by the County:
 - a. Insurance is to be placed with insurers with an A.M. Best rating of no less than A: VIII, or, if not rated with Bests, with minimum surpluses the equivalent of A.M. Best surplus size VIII.
 - b. Professional Liability (Errors and Omissions) insurance may be placed with insurers with an A.M. Best rating of B+VII. Any exception must be approved by the County.
 - c. If, at any time, the foregoing policies shall fail to meet the above minimum requirements the Subrecipient shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with appropriate certificates and endorsements, for approval.

H. Verification of Coverage

1. The Subrecipient shall furnish the County certificates of insurance and endorsements certifying the issuance of all insurance required herein. Such certificates and endorsements, and renewals thereof, shall be attached as exhibits to the Agreement. All such evidence of insurance shall be signed by a properly authorized officer, agent, general agent or qualified representative of the insurer(s), shall set forth the name of the insured(s), the type and amount of insurance, the inception and expiration dates, shall specify the form number of any endorsements issued to satisfy this Agreement's insurance requirements. Subrecipient shall also obtain and provide to County, upon County's request, that same documentation regarding the insurance held by any subcontractor that is not insured under the Subrecipient's insurance. The County reserves the right to require complete, certified copies of all required insurance policies, including all endorsements and riders, which may be redacted of any confidential or proprietary information. Subrecipient shall deliver such policies to the County within five (5) business days of County's request.

County's receipt or acceptance of this policy documentation does not in any way alter, modify, the foregoing requirements, or, consequently, constitute the County's acceptance of the adequacy of Subrecipient's insurance or preclude or prevent any action by County against Subrecipient for breach of the requirements in this Section.

I. Subcontractors

1. Subrecipient shall include all subcontractors as insureds under its policies or, alternatively, the Subrecipient must require each of its subcontractors to procure and maintain appropriate and reasonable insurance coverage and limits to cover each of the subcontractor's liabilities given the subcontractor's scope of work and the services being provided. All of subcontractor's liability insurance (except professional liability and workers compensation) must include the County, its officials, agents and employees as additional insured for full coverage and policy limits.

XXVI. SUBCONTRACTS AND PURCHASES

- A. The Subrecipient shall include Sections V. Operating Budget, VII. Reporting Requirements, VIII. Maintenance of Records, IX. Evaluations and Inspections, X. Administrative Requirements, XI. Additional Requirements, XII. Procurement and Financial Management, XIII. Equipment Management, XIV. Internal Control and Accounting System, XVI. Compliance with Applicable Law, XVIII. Proprietary Rights, XIX. Audits, XX. Certification Regarding Debarment, XXI. Assignment, XXIV. Future Support, XXV. Hold Harmless and Indemnification, XXVI. Insurance Requirements, XXVIII. Conflict of Interest, XXIX. Political Activity Prohibited, XXX. Disclosure of Lobbying Activities, XXXII. Entire Agreement/Waiver of Default, XXXIII. Severability, and XXXIV. No Third Party Beneficiaries of this Agreement in every subcontract or purchase agreement for services which relate to the subject matter of this Agreement.
- B. The Subrecipient agrees to include the following language verbatim in every subcontract, provider agreement, or purchase agreement for services which relate to the subject matter of this Agreement:
1. "Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the acts or omissions of subcontractor, its subcontractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with or in support of this Agreement. This obligation shall not include such costs, claims, judgments, and/or awards of damages which may be caused by the sole negligence of the County; provided, that if the costs, claims, judgments, and/or awards of damages are caused by or result from the concurrent negligence of (1) the County, and (2) subcontractor, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of subcontractor, or subcontractor's agents or employees. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Agreement and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."
- C. The Subrecipient shall ensure that all subcontractors receiving any federal funds pursuant to this Agreement have not been disbarred or suspended from federal contract participation. This may be done by checking the System for Award Management (SAM), (<https://www.sam.gov>), maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' Debarred Vendor List (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

XXVII. CONFLICT OF INTEREST

- A. The Subrecipient agrees to comply with applicable provisions of KCC Chapter 3.04. Failure to comply with such provisions shall be a material breach of this Agreement and may result in termination of this Agreement pursuant to Section XXIII and subject the Subrecipient to the remedies stated therein, or otherwise available to the County at law or in equity.

- B. The Subrecipient agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value, or gift; whether in the form of services, loan, thing or promise; in any form to any County official or employee. The Subrecipient acknowledges that if it is found to have violated the prohibition found in this paragraph, its current agreements with the County shall be cancelled and it shall not be able to bid on any County contract for a period of two years.
- C. The Subrecipient acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Subrecipient shall identify, at the time of offer, current or former County employees involved in the preparation of proposals or the anticipated performance of work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Agreement. After Agreement award, the Subrecipient is responsible for notifying the County's project manager of current or former County employees who may become involved in the Agreement any time during the term of the Agreement.

XXVIII. POLITICAL ACTIVITY PROHIBITED

- A. None of the funds, materials, property, or services; provided directly or indirectly under this Agreement; shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

XXIX. DISCLOSURE OF LOBBYING ACTIVITIES

- A. As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code.

XXX. AGREEMENT AMENDMENTS

A. Either party may request amendments to this Agreement. This Agreement will not be amended unless both parties agree to the change. To request an amendment, the Subrecipient must fill out and submit an Amendment Request Form 30 days prior to the Agreement End Date. Any changes to this Agreement’s budget must have a Revised Contract Budget Sheet submitted as well. Proposed amendments which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

XXXI. ENTIRE AGREEMENT/WAIVER OF DEFAULT

A. The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

XXXII. SEVERABILITY

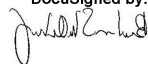
A. In the event any term or condition of this Agreement, any provision of any document incorporated by reference, or application of this Agreement to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

XXXIII. NO THIRD PARTY BENEFICIARIES

A. Except for the Parties to whom this Agreement is assigned in compliance with the terms of this Agreement, there are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a Party hereto.

KING COUNTY OFFICE OF EMERGENCY MANAGEMENT

SUBRECIPIENT

DocuSigned by:

504E9A240EFD400...
Signature
Brendan McCluskey, Director
11/14/2023
Date


DocuSigned by:

540151A32D17470...
Signature
Christopher Lombard, Chief
11/13/2023
Date

Exhibit A - Scope of Work

The Subrecipient has been awarded a reimbursable grant, not to exceed \$ 332,192 (*three hundred thirty-two thousand, one hundred ninety-two dollars*). With this agreement the Subrecipient agrees to perform the following project(s) as stated in the subsequent scope of work, project budget and timeline.

Agreement Timeline and Due Dates

| <u>Date</u> | <u>Task</u> |
|-------------------|--|
| September 1, 2022 | Agreement Start Date |
| April 1, 2023 | Estimated Date Work Scheduled to Begin |
| January 31, 2024 | Submit Reimbursement Request and Progress Report |
| April 30, 2024 | Submit Reimbursement Request and Progress Report |
| July 31, 2024 | Submit Reimbursement Request and Progress Report |
| October 31, 2024 | Submit Reimbursement Request and Progress Report |
| January 31, 2025 | Submit Reimbursement Request and Progress Report |
| March 30, 2025 | Agreement End Date |
| May 15, 2025 | Submit Final Reimbursement Request and Closeout Report |

Project #1 - ESF 4 Structural Collapse Equipment and Training

Budget: \$332,192

Activities to Be Performed

1. Two sessions of a multiple day training session will be conducted.
2. Local responders will receive Technician level training with specialized equipment in a real collapse environment.
3. Purchase and provide to local responders specialized equipment needed to safely approach, breach, break, cut, burn, lift, support, and stabilize, to gain access through concrete, steel, or other structural components during search and rescue operations in heavy floor, heavy wall, steel, and concrete structures.

Deliverables

1. Technician level refresher training provided to Region 6 responders who completed the full 80-hour SCT program in prior years. Local responders develop skills to breach, break, cut, burn, lift, support, and stabilize, to gain access through concrete, steel or other structural components during search and rescue operations in heavy floor, heavy wall, steel and concrete.
2. Local responders have the necessary equipment and tools to use their specialized skills to breach, break, cut, burn, lift, support, and stabilize, to gain access through concrete, steel or other structural components during search and rescue operations in heavy floor, heavy wall, steel and concrete structures.

Project Timeline

| | Activity | Estimated Completion Date |
|----|---|---------------------------|
| 1 | Identify Structural Collapse Equipment to be Purchased | 6/1/2023 – 8/31/2023 |
| 2 | Submit Equipment Approval Forms to the State Equipment Committee (For Structural Collapse Equipment) as needed for approval | 9/1/2023 |
| 3 | Identify Vendors, secure purchase orders and place orders for Structural Collapse Equipment | 10/1/2023-4/30/2024 |
| 4 | Identify Instructor Cadre and begin Planning for Structural Collapse Refresher Training | 1/1/2024 |
| 5 | Develop Course Announcement (For Structural Collapse Refresher Training) and send out to Zone Partners | 3/1/2024 |
| 6 | Order Materials and supplies and procure services for Structural Collapse Refresher Training | 4/1/2024-5/15/2024 |
| 7 | Distribute and Transfer Structural Collapse Equipment to Zone Partners and Agencies | 4/30/2024 – 10/31/2024 |
| 8 | Receive materials and supplies for training | 5/15/2024 – 6/1/2024 |
| 9 | Develop Class Rosters | 6/1/2024 |
| 10 | Set up Training site with Props and Equipment | 6/1/2024-6/30/2024 |
| 11 | Deliver Structural Collapse Refresher Trainings (Training #1 and Training #2) | 7/1/2024 – 7/31/2024 |

Exhibit B – Budget

| PROJECT # | 1 | | \$332,192 |
|---------------------------------|--|------------------|------------------|
| PROJECT NAME | ESF 4 Structural Collapse Equipment and Training | | |
| PROJECT FUNDING | \$211,000 | \$121,192 | AGREEMENT TOTAL |
| PROJECT CODE | DES OEM-SFD-EN-SP2-SCT | | |
| CORE CAPABILITY | Mass Search and Rescue Operations | | |
| BUDGET DETAIL | SOLUTION AREA | | |
| BUDGET CATEGORY | EQUIPMENT | TRAINING | |
| Salaries & Benefits | \$0 | \$0 | \$0 |
| Overtime | \$0 | \$0 | \$0 |
| Contractor Fees Personnel | \$0 | \$0 | \$0 |
| Contractor Fees Non Personnel | \$0 | \$0 | \$0 |
| Goods & Services | \$0 | \$0 | \$0 |
| Travel & Per Diem | \$0 | \$0 | \$0 |
| Pass Thru Non Personnel | \$189,900 | \$27,173 | \$217,073 |
| Pass Thru Personnel | \$0 | \$81,900 | \$81,900 |
| Equipment | \$0 | \$0 | \$0 |
| Other-Indirect (10% De minimis) | \$21,100 | \$12,119 | \$33,219 |
| TOTAL PROJECT | \$211,000 | \$121,192 | \$332,192 |

Exhibit C – Certificates of Insurance/ Endorsements



Seattle City Finance

January 1, 2023

TO WHOM IT MAY CONCERN

RE: City of Seattle Self-Insurance Program

This is to verify the City of Seattle's Liability Insurance Programs for General Liability, Automobile Liability and Worker's Compensation. The City maintains a \$10 million per occurrence primary self-insured layer and purchases several layers of excess liability insurance.

The City of Seattle's primary self-insured retention program is administered in-house and approved by the State of Washington. In the event of an incident that occurred because of the City's negligence or for which the City was found responsible, indemnification would be addressed under this program. Provisions of the Seattle Municipal Code would be followed, with subrogation as may be appropriate.

If the above described self-insurance program is cancelled or materially reduced, the City will provide not less than ten (10) days notice.

Please contact me at 206-386-4531 or amber.udelhoven@seattle.gov if you need additional information.



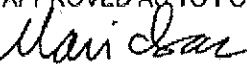
Sincerely,

Amber Udelhoven

Amber Udelhoven
Risk Manager
City of Seattle

Exhibit D – Contract between King County and Washington State Military Department

**Washington Military Department
HOMELAND SECURITY GRANT PROGRAM AGREEMENT FACE SHEET**

| | | | |
|--|--|--|---|
| 1. Subrecipient Name and Address: County of King Office of Emergency Management (OEM) 3511 NE 2nd Street Renton, WA 98056-4192 | | 2. Grant Agreement Amount: \$1,104,942 | 3. Grant Agreement Number: E23-087 |
| 4. Subrecipient Contact, phone/email: Nicholas Gibbons, 206-263-1076 nicholas.gibbons@kingcounty.gov / kcoem.grantreporting@kingcounty.gov | | 5. Grant Agreement Start Date: September 1, 2022 | 6. Grant Agreement End Date: July 31, 2026 |
| 7. Department Contact, phone/email: Michael Alston, 253-512-7083 michael.alston@ml.wa.gov | | 8. Unique Entity Identifier (UEI): KRMNTKYRCJ83 | 9. UBI # (state revenue): 678-037-394 |
| 10. Funding Authority: Washington Military Department (the Department) and the U.S. Department of Homeland Security (DHS) | | | |
| 11. Federal Funding Identification #: EMW-2022-SS-00056-S01 | 12. Federal Award Date: 09/02/2022 | 13. Assistance Listings # & Title: 97.067 - 22HSGP (SHSP) | |
| 14. Total Federal Award Amount: \$13,905,347 | 15. Program Index # & OBJ/SUB-OBJ: 723SZ, 723SH, 723SB, 723SL, 723SC, 723SQ / NZ | | 16. EIN 91-6001327 |
| 17. Service Districts: BY LEGISLATIVE DISTRICTS: 3, 6 BY CONGRESSIONAL DISTRICTS: 5 | | 18. Service Area by County(ies): King | 19. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # |
| 20. Agreement Classification <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other | | 21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency | |
| 22. Subrecipient Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO | | 23. Subrecipient Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER | |
| 24. PURPOSE & DESCRIPTION: The objective of the Federal Fiscal Year (FFY) 2022 Homeland Security Grant Program (22HSGP) is to fund state, local, tribal, and territorial efforts to prevent terrorism and prepare the nation for threats and hazards that pose the greatest risk to the security of the United States. 22HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal of a secure and resilient nation. 22HSGP 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 Stonogardon (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 22HSGP DHS Award Letter for Grant No. EMW-2022-SS-00056-S01 ("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. | | | |
| IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced attachments which are hereby incorporated, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); DHS Award Letter (Attachment C); Work Plan (Attachments D-1, D-2, D-3); Budget (Attachment E); Timeline (Attachment F); and all other documents and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. 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. | | | |
| In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1. Applicable federal and state statutes and regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget 4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference. | | | |
| WHEREAS, the parties have executed this Agreement on the day and year last specified below, FOR THE DEPARTMENT: FOR THE SUBRECIPIENT: | | | |
|  Signature _____ Date 11/28/2022 | |  Signature _____ Date 15-NOV-2022 | |
| Regan Anne Hesse, Chief Financial Officer Washington Military Department | | Brendan McCluskey, Director King County Office of Emergency Management | |
| BOILERPLATE APPROVED TO FORM: Dierk Meierbachtol 9/28/2022 Assistant Attorney General | | APPROVED AS TO FORM (if applicable):  Signature _____ Date 10/20/22 | |

SPECIAL TERMS AND CONDITIONS**ARTICLE I. KEY PERSONNEL**

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

| SUBRECIPIENT | | DEPARTMENT | |
|--------------|--|------------|----------------------------------|
| Name | Nicholas Gibbons | Name | Michael Alston |
| Title | Region 6 Coordinator | Title | Program Coordinator |
| Email | nicholas.gibbons@kingcounty.gov / kcoem.grantreporting@kingcounty.gov | Email | michael.alston@mil.wa.gov |
| Phone | 206-263-1076 | Phone | 253-512-7083 |
| Name | Nathan Drain | Name | Reagan Bush |
| Title | Emergency Management Coordinator | Title | Program Manager |
| Email | ndrain@kingcounty.gov | Email | Reagan.bush@mil.wa.gov |
| Phone | 206-205-3419 | Phone | 253-512-7463 |
| Name | Alysha Kaplan | Name | Courtney Bemus |
| Title | Deputy Director | Title | Program Assistant |
| Email | akaplan@kingcounty.gov | Email | courtney.bemus@mil.wa.gov |
| Phone | 206-205-4062 | Phone | 253-512-7145 |

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of “*The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2022 Homeland Security Grant Program*” (hereafter “the NOFO”) document, the *FEMA Preparedness Grants Manual* document, Version 3, published May 2022 (hereafter “the Manual”), the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 22HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.
- b. If the Subrecipient also becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient, the Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 22HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 22HSGP funds, including, but not limited to, those contained in 2 CFR 200.
 - ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced

in this Agreement and the informational documents published by DHS/FEMA applicable to the 22HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the NOFO, the Manual, the DHS Award Letter for the Grant in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.

- iii. The Subrecipient shall be responsible to the Department for ensuring that all 22HSGP federal award funds provided to its subrecipients are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

- a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment E), additional documentation is required based on the applicable situation. As described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:
 - i. If the Subrecipient receives direct funding from any Federal agency(ies), documentation of the rate must be submitted to the Department Key Personnel per the following:
 - A. More than \$35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency.
 - B. Less than \$35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.
 - ii. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimis rate of ten percent (10%) or 10% of modified total direct costs or choose to negotiate a higher rate with the Department. If the latter is preferred, the Subrecipient must contact Department Key Personnel for approval steps.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <https://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without prior written approval by Department Key Personnel.
- e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Attachment F).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.
- f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement and be made available upon request by the Department, and federal, state, and local auditors.
- g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment F). For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and

conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.

- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within forty-five (45) days after the Grant Agreement End Date, except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's subproject(s).
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline [Attachment F]) will prohibit the Subrecipient from being reimbursed until such reports are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. For SHSP and UASI Subrecipients, a written amendment will be required if the Subrecipient expects cumulative transfers among subproject totals, as identified in the Budget (Attachment E), to exceed ten percent (10%) of the Grant Agreement Amount. If a Subrecipient has only one subproject, cumulative transfers among solution areas within the subproject that exceed ten percent (10%) of the Grant Agreement Amount shall require an amendment to this Agreement.
- m. For OPSG Subrecipients, any deviations from the approved, direct budget categories will require additional federal approvals and a written amendment.
- n. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachments D-1, D-2, D-3) activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report describing all completed activities under this Agreement.
- c. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the *Department an Audit Certification/FFATA Form*. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

4. EQUIPMENT AND SUPPLY MANAGEMENT

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:
 - i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-

- federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.
- ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
 - iii. Inventory system records shall include:
 - A. Description of the property;
 - B. Manufacturer's serial number, model number, or other identification number;
 - C. Funding source for the property, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11);
 - D. Assistance Listings Number (Face Sheet, Box 13);
 - E. Who holds the title;
 - F. Acquisition date;
 - G. Cost of the property and the percentage of federal participation in the cost;
 - H. Location, use and condition of the property at the date the information was reported;
 - I. Disposition data including the date of disposal and sale price of the property.
 - iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
 - v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of the equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.
 - vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
 - vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
 - viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
 - A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
 - B. For Equipment:
 - 1) Items with a current per-unit fair-market value of five thousand dollars (\$5,000) or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.

- 2) Items with a current per-unit fair-market value in excess of five thousand dollars (\$5,000) may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
- ix. Records for equipment shall be retained by the Subrecipient for a period of six (6) years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six- (6-) year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Allowable equipment categories for the grant program are listed on the Authorized Equipment List (AEL) located on the FEMA website at <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program; the AEL includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.
- If the item is not identified on the AEL as allowable under the grant program, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval **prior** to acquisition.
- d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- e. If funding is allocated to emergency communications, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at <https://www.cisa.gov/safecom/funding>, ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.
- f. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)*, Pub. L. No. 115-232 (2018). Recipients and subrecipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the Manual and applicable NOFO.

Per subsections 889(f)(2)-(3) of the FY 2019 NDAA, and 2 CFR 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);

- ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- g. For OPSG Subrecipients, items budgeted as equipment in an approved Operations Order should be marked prominently with “Purchased with DHS funds for Operation Stonegarden Use” when practicable.
 - h. The Subrecipient must pass through equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

- a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) Program. EHP program information can be found at <https://www.fema.gov/grants/guidance-tools/environmental-historic> all of which are incorporated in and made a part of this Agreement.
- b. Projects that have historical impacts or the potential to impact the environment, **including, but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures, and facilities; or new construction, including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to project initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed also require a DHS/FEMA EHP review before project initiation.
- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- d. The Subrecipient agrees that, to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval must be received by the Subrecipient before any work is started** for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient may not be reimbursed.

6. PROCUREMENT

- a. The Subrecipient shall comply with all procurement requirements of 2 CFR 200.317 through 200.327 and as specified in the General Terms and Conditions (Attachment B, A.10).
- b. For all sole source contracts expected to exceed \$250,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

7. SUBRECIPIENT MONITORING

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.
- c. Monitoring activities may include, but are not limited to:
 - i. Review of financial and performance reports;
 - ii. Monitoring and documenting the completion of Agreement deliverables;
 - iii. Documentation of phone calls, meetings (e.g., agendas, sign-in sheets, meeting minutes), e-mails, and correspondence;
 - iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement Work Plan (Attachments D-1, D-2, D-3), Budget (Attachment E), and federal requirements;
 - v. Observation and documentation of Agreement-related activities, such as exercises, training, events, and equipment demonstrations; and
 - vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a corrective action plan.

8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <https://www.lep.gov>.

9. NIMS COMPLIANCE

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for

multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.

- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training, and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. In order to receive federal preparedness funding from the Department, the Subrecipient must achieve, or be actively working to achieve, all of the NIMS Implementation Objectives located at <https://www.fema.gov/emergency-managers/nims/implementation-training>.

B. HSGP SPECIFIC REQUIREMENTS

1. The Subrecipient must use HSGP funds only to perform tasks as described in the Work Plan (Attachments D-1, D-2, D-3), as approved by the Department, and in compliance with this Agreement.
 - a. SHSP-funded projects must assist state, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
 - b. UASI-funded projects must assist high-threat, high-density Urban Area efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
 - c. OPSG-funded projects must support enhanced cooperation and coordination among Customs and Border Protection, United States Border Patrol, and federal, state, local, tribal, and territorial law enforcement agencies to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. State, local, tribal, and territorial law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.
 - d. State agencies, including law enforcement, must comply with RCW 43.17.425 and may not use agency funds (including this grant), facilities, property, equipment, or personnel, to investigate, enforce, cooperate with, or assist in the investigation or enforcement of any federal registration or surveillance programs or any other laws, rules, or policies that target Washington residents solely on the basis of race, religion, immigration, or citizenship status, or national or ethnic origin, except as provided in RCW 43.17.425 (3).
2. The Budget (Attachment E) may include the following caps and thresholds:
 - a. If funds are allotted for Management and Administration (M&A), such expenditures must be related to administration of the grant. The maximum percentage of the Grant Agreement Amount that may be used for M&A costs when allocated under this Agreement shall not exceed five percent (5%) but may be less.
 - b. At least thirty percent (30%) of the combined HSGP award allocated under SHSP and UASI must be dedicated to law enforcement terrorism prevention activities (LETPA). To meet this requirement, the Subrecipient has agreed, at a minimum, to meet the LETPA percentage indicated in the Budget. **If the Subrecipient anticipates spending less than the indicated amount, a budget amendment is required.**
 - c. The maximum percentage of the Grant Agreement Amount that may be used for personnel expenses under this Agreement is identified in the Budget. If the Subrecipient anticipates spending more on personnel costs, **an amendment is required.** Additional approval steps may also be required before the personnel percentage can be increased.
3. If funding is allocated to a Fusion Center investment, the Subrecipient must ensure all Fusion Center analytical personnel demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal intelligence analysts, which outlines the minimum

categories of training needed for intelligence analysts. All training to ensure baseline proficiency in intelligence analysis and production must be completed within six (6) months of hiring unless the analyst has previously served as an intelligence analyst for a minimum of two (2) years. Proof of satisfaction of this requirement must be accessible to the Department Key Personnel as applicable.

4. If funding is allocated to non-DHS FEMA training, the Subrecipient must request **prior** written approval from the Department Key Personnel before attending the training. The Department will coordinate approval with the State Training Point of Contact. Pursuant to DHS/FEMA Grant Programs Directorate Information Bulletin No. 432, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants, https://www.fema.gov/sites/default/files/2020-04/Training_Course_Review_and_Approval_IB_Final_7_19_18.pdf, the training must fall within the FEMA mission scope and be in alignment with the Subrecipient's Emergency Operations Plan. This requirement only applies to training courses and does not include attendance at conferences. Furthermore, additional federal approvals are required for courses that relate to Countering Violent Extremism prior to attendance.
5. For SHSP and UASI, Subrecipients are required to complete the annual Nationwide Cybersecurity Review (NCSR) <https://www.cisecurity.org/ms-isac/services/ncsr> to benchmark and measure progress of improvement in their cybersecurity posture.
6. Except for an elevated National Terrorism Advisory System alert, **prior** written approval is required before SHSP and UASI funds may be used for operational overtime. Requests must be submitted to the Department Key Personnel in advance of the expenditure to ensure all additional approval steps can be met.
7. SHSP Subrecipients shall participate in the State's annual Stakeholder Preparedness Review (SPR), the State's Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessments, and data calls. Non-participation may result in withholding of funding under future grant years.
8. UASI Subrecipients shall participate in the annual UASI SPR and THIRA process
9. Subrecipients should document their preparedness priorities and use them to deploy a schedule of preparedness events in a multi-year Integrated Preparedness Plan (IPP). Subrecipients are encouraged to participate in the State's annual Integrated Preparedness Planning Workshop (IPPW) or may conduct their own local/regional IPPW. Information related to IPPs and Integrated Preparedness Planning Workshops (IPPWs) can be found on the HSEEP website at <https://www.fema.gov/HSEEP> and <https://preptoolkit.fema.gov/>.

C. DHS TERMS AND CONDITIONS

As a subrecipient of 22HSGP funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 22HSGP Award Letter and its incorporated documents, which are incorporated in and made a part of this Agreement as Attachment C.

**Washington Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **“Agreement”** means this Grant Agreement.
- b. **“Department”** means the Washington Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **“Investment”** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this this Agreement. Such grant application is hereby incorporated into this Agreement by reference.
- d. **“Monitoring Activities”** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- e. **“Stakeholders Preparedness Report (SPR)”** The SPR is an annual three-step self-assessment of a community’s capability levels based on the capability targets identified in the THIRA.
- f. **“Subrecipient”** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of “Subrecipient” is the same as in 2 CFR 200.1 for all other purposes.
- g. **“Threat and Hazard Identification and Risk Assessment (THIRA)”** The THIRA is a three-step risk assessment. The THIRA helps communities understand their risks and determine the level of capability they need in order to address those risks. The outputs from this process lay the foundation for determining a community’s capability gaps during the SPR process.

A.2 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.3 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of DHS/FEMA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient’s project(s).

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE “ADA” 28 CFR Part 35.

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.5 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion* form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to Subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (<https://sam.gov/SAM/>) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' "Debarred Vendor List" (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

A.8 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW

39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.318, General procurement standards, through 200.327, Contract provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
- 3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "*Equal Employment Opportunity*" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "*Amending Executive Order 11246 Relating to Equal Employment Opportunity*," and implementing regulations at 41 CFR part 60, "*Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*."
- 4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "*Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as

supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*,” and any implementing regulations issued by the awarding agency.
- 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “*Debarment and Suspension*.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 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 any other award covered by 31 U.S.C. 1352. Each tier must also 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 non-federal award.
- 10) Procurement of recovered materials – As required by 2 CFR 200.323, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only

items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
 - 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - 14) Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.
 - 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 - 16) Pursuant to Executive Order 13858 "*Strengthening Buy-American Preferences for Infrastructure Projects*," and as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
 - 17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*.
- b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.317 through 200.327. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution board to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The board shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient and a third party mutually agreed upon by both parties. The determination of the dispute resolution board shall be final and binding on the parties hereto. Each party shall bear the cost for its member of the dispute resolution board and its attorney fees and costs and share equally the cost of the third board member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the state of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient's agents or employees.

Insofar as the funding source, FEMA, is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives, except as provided for time extensions in Article A.3.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

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 or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

During the performance of this agreement, the Subrecipient shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

- a. Nondiscrimination in Employment: The Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory,

mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

- b. The Subrecipient shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

A.18 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned, or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right

of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Non-federal entities, as Subrecipients of a federal award, that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity"

means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

OR

Contracts.Office@mil.wa.gov

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.29 SUBRECIPIENT NOT EMPLOYEE

The Subrecipient, and/or employees or agents performing under this Agreement, are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as nor claim to be an officer or employee of the Department or of the State of Washington by reason hereof, nor will the Subrecipient make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW; OFM Reg. 4.3.1.1.8.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right.

If the Subrecipient is an individual currently employed by a Washington State agency, the Department shall obtain proper approval from the employing agency or institution before entering into this contract. A statement of "no conflict of interest" shall be submitted to the Department.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and

expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part ten (10) business days after emailing notice to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

The Department may unilaterally terminate or suspend all or part of this Grant Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Grant Agreement. The Department will email the Subrecipient ten (10) business days prior to termination.

A.33 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a termination for convenience.

A.34 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require

the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.35 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). To the extent possible, the Subrecipient will solicit and encourage minority-owned and women-owned business enterprises who are certified by the OMWBE under the state of Washington certification program to apply and compete for work under this contract. Voluntary numerical MWBE participation goals have been established, and are indicated herein: Minority Business Enterprises: (MBE's): 10% and Woman's Business Enterprises (WBE's): 6%.

A.36 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington.

A.37 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

**22HSGP Award Letter
EMW-2022-SS-00056-S01**

Award Letter



U.S. Department of Homeland Security
Washington, D.C. 20472

Bret Daugherty
Washington Military Department
Building 20
Camp Murray, WA 98430 - 5122

Re: Grant No.EMW-2022-SS-00056

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2022 Homeland Security Grant Program has been approved in the amount of \$13,905,347.00. You are not required to match this award with any amount of non-Federal funds.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2022 Homeland Security Grant Program Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, Unique Entity Identifier (UEI) number, EIN and banking information. Please ensure that the UEI number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

A handwritten signature in blue ink that reads "P.S. Williams". The signature is fluid and cursive, with a long horizontal stroke at the end.

Pamela S. Williams
Assistant Administrator
Grant Programs Directorate

PAMELA SUSAN WILLIAMS

Agreement Articles

Thu Sep 01 00:00:00 GMT 2022

U.S. Department of Homeland Security
Washington, D.C. 20472



AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE: Washington Military Department
PROGRAM: Homeland Security Grant Program
AGREEMENT NUMBER: EMW-2022-SS-00056-S01

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Article I - Summary Description of Award

The purpose of the FY 2022 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$6,190,947, Urban Area Security Initiative (UASI) funding in the amount of \$6,250,000 (Seattle Area, \$6,250,000), and Operation Stonegarden (OPSG) funding in the amount of \$1,464,400. The following counties shall receive OPSG subawards for the following amounts: Adams, \$75,000; Clallam, \$100,000; Ferry, \$112,500; Island, \$100,000; Lower Elwha Tribe, \$75,000; Makah Tribe, \$75,000; Nooksack, \$99,000; Okanogan, \$100,000; Pend Oreille, \$150,000; San Juan, \$100,000; Spokane, \$155,000; Stevens, \$150,000; Swinomish Tribe, \$72,900; Whatcom, \$100,000. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article III - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article IV - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article V - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article VI - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VIII - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article IX - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article X - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XI - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIII - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XIV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XV - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by

federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XVI - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVII - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVIII - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XIX - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XX - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXI - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXII - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXIII - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXIV - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For

additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXV - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVI - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVIII - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXIX - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXX - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXI - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXII - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXIII - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIV - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXV - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#). For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

Article XXXVI - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVII - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXVIII - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XXXIX - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XL - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLI - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLII - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLIII - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to

initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLIV - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLV - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVI - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLVII - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XLVIII - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article XLIX - HSGP Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Assessment (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

Article L - Operation Stonegarden Program Hold

The recipient is prohibited from drawing down OPSG funding under this award or reimbursing OPSG subrecipients of this award until each unique, specific, or modified county level, tribal, or equivalent Operations Order or Fragmentary Order (FRAGO) has been reviewed by FEMA/GPD and Customs and Border Protection/United States Border Patrol (CBP/USBP). The recipient will receive the official notification of approval from FEMA/GPD.

Article LI - OPSG Program Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Assessment (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

BUDGET COST CATEGORIES

| | |
|------------------|-----------------|
| Personnel | \$552,103.00 |
| Fringe Benefits | \$201,516.00 |
| Travel | \$9,665.00 |
| Equipment | \$0.00 |
| Supplies | \$8,446.00 |
| Contractual | \$13,028,663.00 |
| Construction | \$0.00 |
| Indirect Charges | \$104,954.00 |
| Other | \$0.00 |

Obligating Document for Award/Amendment

| | | | | |
|---|---|--|--|---|
| 1a. AGREEMENT NO. EMW-2022-SS-00056-S01 | 2. AMENDMENT NO. *** | 3. RECIPIENT NO. N/A | 4. TYPE OF ACTION AWARD | 5. CONTROL NO. WX04579N2022T , WX04583N2022T , WX04580N2022T |
| 6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122 | 7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646 | 8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603 | | |
| 9. NAME OF RECIPIENT PROJECT OFFICER Gail Cram | PHONE NO. 2535127472 | 10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov | | |
| 11. EFFECTIVE DATE OF THIS ACTION 09/02/2022 | 12. METHOD OF PAYMENT PARS | 13. ASSISTANCE ARRANGEMENT Cost Reimbursement | 14. PERFORMANCE PERIOD From: 09/01/2022 To: 08/31/2025 Budget Period 09/01/2022 08/31/2025 | |

1 5. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

| PROGRAM NAME ACRONYM | CFDA NO. | ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX- XXXXX-XXXX-XXXX-X | PRIOR TOTAL AWARD | AMOUNT AWARDED THIS ACTION + OR (-) | CURRENT TOTAL AWARD | CUMULATIVE NON-FEDERAL COMMITMENT |
|---------------------------------|----------|---|-------------------|--|---------------------|-----------------------------------|
| Homeland Security Grant Program | 97.067 | 2022-FA-GG01-P410- -4101-D | \$0.00 | \$6,190,947.00 | \$6,190,947.00 | See Totals |
| Homeland Security Grant Program | 97.067 | 2022-FA-GG02-P410- -4101-D | \$0.00 | \$1,464,400.00 | \$1,464,400.00 | See Totals |
| Homeland Security Grant Program | 97.067 | 2022-FA-GH01-P410- -4101-D | \$0.00 | \$6,250,000.00 | \$6,250,000.00 | See Totals |
| | | | \$0.00 | \$13,905,347.00 | \$13,905,347.00 | \$0.00 |

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
Homeland Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

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| 17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Gail Cram, | DATE Sun Sep 18 01:22:54 GMT 2022 |
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| 18. FEMA SIGNATORY OFFICIAL (Name and Title) | DATE Fri Sep 02 19:56:50 GMT 2022 |
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Pamela S. Williams
Assistant Administrator
Grant Programs Directorate

PAMELA SUSAN WILLIAMS,

22SHSP Investment Justification

Washington is comprised of 39 counties with geography including forests, mountains, islands, rainforests, rivers, lakes, and plains. The U.S. Bureau of Economic Analysis ranked Washington 8 of 50 states for gross domestic product in 2021; several world-class organizations headquarter their operations within the state. Washington has marine, aviation, rail, and road transportation infrastructure to support its position as a bustling trade center. Over half of Washington's 7.77 million population lives in the Seattle metropolitan area located along the Puget Sound. This area is the center of transportation, business, and industry and is the fastest growing region in the state. A vast majority of the state's population lives in densely settled urbanized areas. Understanding Washington's population is critical in order to mitigate vulnerabilities, respond to incidents, and effectively concentrate recovery efforts.

Furthermore, Washington is subject to 10 natural and 7 human-caused hazards. The THIRA focuses on eight of those risks: cyber attack, earthquake, explosive devices (terrorism), flood, hazmat release (radiological), pandemic- human (biological), tsunami, and wildland fire. The 2022 Washington State Risk Profile scored the state's relative risk as 8.77, ranking it as the 12th highest at-risk state. Washington State has consistently had a high relative risk score (ranked in the top 25% of states for the past seven years) and must be prepared to prevent, respond to, mitigate, and recover from acts of terrorism.

The FY22 projects were selected to build upon or sustain a range of Core Capabilities identified in the 2021 SPR as having significant gaps as well as to support the six National Priority Areas. The investments support the Planning, Organization, Equipment, Training, and Exercise solution areas with a focus in the following Core Capabilities: Access Control & Identity Verification; Community Resilience; Critical Transportation; Cybersecurity; Forensics & Attribution; Infrastructure Systems; Interdiction & Disruption; Logistics & Supply Chain Management; Mass Care Services; Mass Search & Rescue Operations; On-Scene Security, Protection, & Law Enforcement; Operational Communications; Operational Coordination; Physical Protective Measures; Planning; Public Health, Healthcare, & Emergency Medical Services; Public Information & Warning; Screening, Search, & Detection; Situational Assessment; and Supply Chain Integrity & Security.

Region 6 terrorist targets include:

Passenger Ferry System

Seattle Space Needle

Annual St. Patrick's Day Parade, attendance 35,000

Large Employer Headquarters, Microsoft, Facebook, Boeing, Starbucks

22SHSP ENDURING NEEDS SUBPROJECTS WORK PLAN

King County, Office of Emergency Management (OEM)

ENDURING NEEDS AMOUNT \$836,192

Investment #1: WA SHSP Sustainment

The State is divided into 9 Regions which differ in geography (marine to desert), major industry (large business to agricultural), and population (dense urban settings to rural). Each region develops projects to address their specific risks and hazards which sustain previously built capabilities or close identified gaps. Most initiatives can be tied back to building regional capability to prevent, protect, respond, and recover and be in a state of readiness should a natural or human-caused catastrophic incident occur.

Gaps identified in: -Community Resilience: Need to incorporate equity and social justice and access and functional needs -Critical Transportation: Transportation needed for the delivery of vital response personnel, equipment, and services into the affected areas -Cybersecurity: Lack of a vulnerability analysis, outdated servers and workstations -Interdiction & Disruption: Special teams do not have access to updated equipment -Infrastructure Systems: Lack of proper network access to link to remote city/county facilities -Mass Care Services: Lack of adequate mass care facilities, lack of local mass care volunteers and training opportunities - Mass SAR Operations: Need to train responders to the Structural Collapse Tech Level, lack of heavy lifting/shoring and cutting/breaching rescue equipment -On-Scene Security, Protection, & LE: Lack of local funding to maintain and replace aging and/or expiring equipment and PPE -Operational Comms: Geographical challenges and changes in communications technology hamper the reliability of communications -Operational Coord: Lack of regional coordination to prioritize projects, connect partners, and share products -Physical Protective Measures: Lack of surveillance cameras and alarm systems in local jurisdictions - Planning: ESF plans are out of date, lack of updated continuity plans -Public Information & Warning: Lack of robust public education campaigns, lack of reliable and consistent messaging -Screening, Search, & Detection Lack of screening and monitoring equipment for large public festivals and events within local jurisdictions -Situational Assessment: Lack of common operating picture and information sharing.

EN PROJECT #6: SHSP Region 6- Homeland Security Project

Region 6 will prioritize subprojects based on regionally identified gaps. The Region is challenged by capability gaps which include Planning due to the lack of updated plans and maintaining cross-jurisdictional planning efforts and Mass Search and Rescue Operations due to the need for necessary rescue equipment as well as trained personnel.

Through planning, equipment, and training, activities will include: Planning: Conduct regional planning to develop counterterrorism activities and manage situational awareness resources to ensure coordination across multiple jurisdictions. Mass Search and Rescue Operations: Provide refresher technician level training with specialized equipment in a real collapse environment and purchase specialized equipment for search and rescue operations in structures. The funding priorities will support the region in their effort to address identified capability gaps related to terrorist-related risks and will enhance the ability to prepare for, respond to, and recover from terrorism events.

SUBPROJECT #1 Planning

CORE CAPABILITIES

| | | |
|---|-------------------|-------------------------------|
| Planning (EN & CS, IIS, DVE, ET) | | Core Capability #1 |
| Sustaining or Enhancing? | <i>Sustaining</i> | |
| Intelligence & Information Sharing (All NPAs) | | Core Capability #2 (optional) |
| Sustaining or Enhancing? | <i>Enhancing</i> | |

| PLANNING | ORGANIZATION | EQUIPMENT | TRAINING | EXERCISE | TOTAL |
|--------------|--------------|-----------|----------|----------|--------------|
| \$459,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$459,000.00 |

GAP(S) IDENTIFIED

Planning C. The region needs coordinated public messaging procedures, polices, and training (revised by SMEs at Public Information and Warning Workshop November 15, 2018). (2021SPR pg 8)

Approaches: Planning C. Create update, maintain regional cross jurisdictional planning efforts. (2021SPR pg. 18) (2021SPR pg. 16)

ACTIVITIES TO BE PERFORMED

Activities to be performed by Emergency Planners and Zone Liaison Program Assistants:

- Host mass care forum and coordinate on regional functions such as workshop facilitation.
- Conduct regional planning to develop counterterrorism and other catastrophic event prevention activities.
- Manage situational awareness resources (e.g. WebEOC), ensuring consistent intelligence and information sharing across multiple jurisdictions. This includes awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners, including nonprofit organizations.
- Sustain and maintain regional Access Control and Identity Verification standards for the Seattle Urban Area, including personnel resources, equipment, and related policies as well as Deployment of specialized alert & warning software (KCIInform) to organizations regionally.
- Perform planning activities (continuity, response, and hazard identification) consistent with developing and implementing homeland security support programs in the Seattle Urban Area, and regionally adopting ongoing DHS/FEMA national initiatives locally that are in alignment with current threats and hazards outlined across the National Priority Areas.
- Collaborate with regional jurisdictions and act as a liaison to facilitate information and intelligence sharing between Region 6 and constituent jurisdictions.

ASSOCIATED DELIVERABLES/OUTPUTS (IMMEDIATE)

- Region 6 Zone Coordination for jurisdictional support, planning integration, and engagement.
- Mass Care practices and response plans standardized (as best as possible) with regional actors. Regional understanding of available resources and deployment process.
- Communications platform that reflects the needs of ESF 5 and integration with regional stakeholders.
- Access & Control resource deployment and cache and personnel in at-ready status.
- Strategic priorities of regional stakeholders represented in addressing identified gaps and input collected on best approaches in alignment with THIRA/SPR findings.

DESIRED OUTCOMES (INTERMEDIATE AND LONG-TERM)

The desired outcome is a connected community of stakeholders through multiple mediums; through technological situational awareness and incident management systems, through deployment and maintenance of alert & warning systems and most importantly through the facilitation of in-person workgroups to foster stakeholder relationships in Region 6 and beyond.

NEXUS TO TERRORISM

Fundamentally this investment is designed to provide capabilities to confront the regional challenges associated with an incident of terrorism. Planning activities at this level ensure that consistency is achieved across the disciplines and jurisdictions for the capabilities identified in the proposal. This standardization is applied at the assessment phase to identify the regional hazards from such an incident, the policy needed to operationalize situational awareness resources, and response needs for coordinating activities such as regional mass care.

| SUBPROJECT #2 | | ESF 4 Structural Collapse Equipment & Training | | | |
|---|--------------|--|--------------------|----------|---------------------|
| CORE CAPABILITIES | | | | | |
| Mass Search & Rescue Operations | | | Core Capability #1 | | |
| Sustaining or Enhancing? | | Sustaining | | | |
| PLANNING | ORGANIZATION | EQUIPMENT | TRAINING | EXERCISE | TOTAL |
| \$0.00 | \$0.00 | \$317,000.00 | \$15,192.00 | \$0.00 | \$332,192.00 |
| GAP(S) IDENTIFIED | | | | | |
| The complex coordinated terrorist attack scenario evaluated in the 2020 UASI THIRA emphasizes the devastation improvised explosive devices (IED) and vehicle borne IEDs (VBIED) cause. | | | | | |
| Local responders must have specialized training and equipment to be effective at performing these unique technical search and rescue missions. This same capability (training and equipment) will be required to save lives from structures that collapse during an earthquake or other disaster. | | | | | |
| During the SPR assessment, equipment lifecycle was determined to be a factor that will continue to challenge our Structural | | | | | |

Collapse Technician capability throughout Region 6 (King County). For this specialized equipment to be readily available and deployable we need to continue to address equipment quantity and maintenance.

SPR Documented Gaps: Core Capability: Mass Search and Rescue Operations, Solution Area: Equipment

A. Need heavy lifting/shoring and cutting/breaching rescue equipment packages.

Approach: Core Capability: Mass Search and Rescue Operations, Solution Area: Equipment

A. Pursue funding to purchase Structural Collapse Equipment and Special Hazard PPE for responders.

Attrition and turnover are the two key areas identified during the SPR assessment, that will continue to challenge our Structural Collapse Technician capability throughout Region 6 (King County). These specialized skills are perishable and require periodic refresher training to be safe and effective.

SPR gaps: Core Capability: Mass Search and Rescue Operations, Solution Area: Training

Regionally, 3,000 structural collapse rescue/search technicians are required to respond to and mitigate a large-scale regional incident. Technicians who have completed this course will be able to lead a group of Firefighters on rescue missions in a disaster situation.

Approach: Core Capability: Mass Search and Rescue Operations, Solution Area: Training

A. Funding to support necessary equipment and training personnel backfill for the Department of Homeland Security approved WMD Structural Collapse and Heavy Rescue Technician training classes.

ACTIVITIES TO BE PERFORMED

-Two sessions of a multiple day training session will be conducted. Local responders will receive Technician level training with specialized equipment in a real collapse environment.

-Purchase and provide to local responders specialized equipment needed to safely approach, breach, break, cut, burn, lift, support, and stabilize, to gain access through concrete, steel, or other structural components during search and rescue operations in heavy floor, heavy wall, steel, and concrete structures.

ASSOCIATED DELIVERABLES/OUTPUTS (IMMEDIATE)

-Technician level refresher training provided to Region 6 responders who completed the full 80-hour SCT program in prior years. Local responders develop skills to breach, break, cut, burn, lift, support, and stabilize, to gain access through concrete, steel or other structural components during search and rescue operations in heavy floor, heavy wall, steel and concrete.

-Local responders have the necessary equipment and tools to use their specialized skills to breach, break, cut, burn, lift, support, and stabilize, to gain access through concrete, steel or other structural components during search and rescue operations in heavy floor, heavy wall, steel and concrete structures.

DESIRED OUTCOMES (INTERMEDIATE AND LONG-TERM)

-Building the required structural collapse and heavy rescue capability within the region is an ongoing process that requires maintenance along the way. This project ensures that our initial investment in training first responders to the technician level is sustained and ready when needed.

-Ensuring the trained Structural Collapse and Heavy Rescue Technicians throughout Region 6 have access to the specialized and interoperable equipment that they were trained to use in order to respond to terrorism incidents and save lives.

NEXUS TO TERRORISM

Acts of terrorism, including the use of explosives or transportation (vehicles, aircraft, etc.), are intended to target people, often as they congregate in buildings. The magnitude of this type of incident will require a response that far exceeds the standard Fire/EMS/Hazmat response capability. While many threats and hazards exist in the Seattle Urban Area, the regional consensus is that a complex coordinated terrorist attack (CCTA), as in Paris (2015), Brussels (2016), and Barcelona (2017), are likely to include the use of explosives or other means to effect mass destruction of occupied buildings.

The complex coordinated terrorist attack scenario evaluated in the 2020 UASI THIRA emphasizes the devastation improvised explosive devices (IED) and vehicle borne IEDs (VBIED) cause. On December 25, 2020, an RV camper VBIED exploded in downtown Nashville, Tennessee. The blast tore into adjacent buildings causing significant damage and structural collapse. On June 24, 2021, the collapse of the Champlain Towers South beachfront condominium reminded the world of how important Structural Collapse and Heavy Rescue Technician training and equipment is for providing life-saving responses.

The rise in Domestic Violent Extremists enhances the need for structural collapse training. In November 2019, Richard Holzer was arrested for plotting to blow up the Temple Emanuel Synagogue in Pueblo, Colorado. He wanted the bombing to send a message to Jewish people that they must leave his town, "otherwise people will die."

A two-year study by the Martin Center for Architectural and Urban Studies, University of Cambridge titled "Reducing Human

Casualties in Building Collapse" found that the number of people saved after collapse is a function of the capability of the rescue and emergency medical activities together with the survival time of those trapped in the rubble. The potential for lifesaving in a stricken community relies heavily on the capabilities of the people on the spot. Specialty rescue teams arriving later in the incident are unlikely to make much of a difference in the overall death toll. Local responders must have specialized training and equipment to be effective at performing these unique technical search and rescue missions.

22SHSP NATIONAL PRIORITY AREA PROJECTS WORK PLAN

King County, Office of Emergency Management (OEM)

AMOUNT **\$268,750**

National Priority Areas

In assessing the national risk profile for FY 2022, six priority areas attracted the most concern. Due to the unique threats that the nation faces in 2022, DHS/FEMA has determined that these six priorities should be addressed by both allocating specific percentages of HSGP funding to certain areas as well as allocating the remaining percentage across the remaining priorities. The following are the six priority areas for FY 2022:

- 1) Enhancing the protection of soft targets/crowded places (ST/CP)
- 2) Enhancing information and intelligence sharing and analysis (IIS)
- 3) Combating domestic violent extremism (DVE)
- 4) Enhancing cybersecurity (CS)
- 5) Enhancing community preparedness and resilience (CP&R)
- 6) Enhancing election security (ES)

Washington State will meet the 22SHSP priorities across multiple state and local projects.

Investment #2: WA SHSP National Priority: Soft Targets and Crowded Places

Soft targets and crowded places (ST-CPs) are increasingly appealing to terrorists and other violent extremist actors because of their relative accessibility and the large number of potential targets. This challenge is complicated by the prevalent use of simple tactics and less sophisticated attacks. Segments of our society are inherently open to the general public, and by nature of their purpose do not incorporate strict security measures. Given the increased emphasis by terrorists and other violent extremist actors to leverage less sophisticated methods to inflict harm in public areas, it is vital that the public and private sectors collaborate to enhance security of locations such as transportation centers, parks, restaurants, shopping centers, special event venues, and similar facilities. Per the DHS Soft Targets and Crowded Places Security Plan Overview, "Reducing the risk of attacks against ST-CPs and reducing impacts of attacks that do occur is a shared mission..."

In the 2021 State SPR, the following gaps were identified related to preventing and preparing for to a terrorist attack on a ST-CP: -Operational Communications: Radio communication gaps in local jurisdictions due to aging equipment and infrastructure, changes in technology and the inability to keep pace, and challenges due to mountainous terrain; -On-Scene Security, Protection, & LE: LE needs UAS during large festivals and public events to identify and monitor suspicious activity; and -Screening, Search, & Detection: Lack of surveillance equipment and a need for specialized equipment for LE and specialty department agencies for continued support to LE and the communities they serve. For response, gaps will be addressed in the following: -Mass SAR Operations: Lack of Mass SAR equipment, and PPE in local jurisdictions, especially for specialty teams and a need to maintain equipment and training to ensure readiness; -Interdiction & Disruption: Lack of equipment; a need to replace expiring equipment and improve electronics, ballistic protection, communication, and other equipment used in LE operations; and lack of training and awareness of the working environment; and -Operational Coordination: Staff turnover may have created gaps in training in some departments.

Through a collaborative ranking and selection process, Washington has identified several key projects to address gaps and sustain/enhance core capabilities directly related to the ST-CPs National Priority Area.

PROJECT #1 ***NP ST/CP: Regional Bomb Team Equipment (Investment 2, Project 8)***

NATIONAL PRIORITY AREA

Soft Targets/Crowded Places

BRIEF PROJECT DESCRIPTION

This project funds the purchase and deployment of a specialized deployable x-ray system, golden x-ray 150 sources, and fragmentation bags to King County Sheriff's Office Bomb Disposal Unit. The digital x-ray systems allow bomb technicians to diagnose explosive devices manufactured by terrorist organizations and this equipment will allow for rapid imaging of small backpack size items.

CORE CAPABILITIES

Screening, Search, & Detection (EN & CS, ST/CP, DVE, ET)

Core Capability #1

| | | | | | |
|--|------------------|-------------------------------|----------|----------|-------------|
| Sustaining or Enhancing? | <i>Enhancing</i> | Core Capability #2 (optional) | | | |
| Interdiction & Disruption (EN & ST/CP, IIS, DVE, & ET) | | | | | |
| Sustaining or Enhancing? | <i>Enhancing</i> | | | | |
| PLANNING | ORGANIZATION | EQUIPMENT | TRAINING | EXERCISE | TOTAL |
| \$0.00 | \$0.00 | \$90,000.00 | \$0.00 | \$0.00 | \$90,000.00 |

GAP(S) IDENTIFIED

Screening, Search, and Detection (Page 100 of 478, UASI SPR): Equipment GAP:

C. Lightweight, portable, digital X-ray equipment, and situational awareness equipment, like wall radar systems and thermal imagery equipment, are needed for Law Enforcement Response to support high risk missions to combat a possible terrorist threat. (Region-1 Bomb Team HLS Region 1 State Workshop, 2018, and 2020 Fall LE UASI Sub- Committee Meeting).

Screening, Search, and Detection (Page 109 of 478, UASI SPR): Equipment APPROACH:

C. Purchase of Radar Wall Systems, X-Ray and Digital X-ray unit/equipment which is portable and transportable including backscatter X-ray systems), related attachments, equipment, film, image screens, computers for image storing/transmission, upgrades. This equipment is necessary for all Seattle UASI Arson and Bomb Teams (ABS) and Special Weapons and Tactics teams (SWAT). This technology will provide the ability to take hard x-rays and digital images of items, such as vehicles, backpacks, or containers and is a critical aspect to response, protection, and recovery from IED and CBRNE incidents. Wall radar systems will allow special teams to have a rapid situation awareness assessment capability to high-risk targets and missions.

ACTIVITIES TO BE PERFORMED

Purchase and deployment of a specialized deployable x-ray system, golden x-ray 150 sources, and fragmentation bags to King County Sheriff's Office Bomb Disposal Unit.

COLLABORATION

Investment proposals were developed through multiple stages, involving regional stakeholders at each phase. The initial review was managed through the Region 6 Police Chief's Association before being advanced. The next forum for vetting is the Support for First Responders workgroup which is organized as a subgroup of the Region 6 Emergency Management Advisory Committee, which is large multi-disciplinary body that provides a final review before a recommendation for investment.

ASSOCIATED DELIVERABLES/OUTPUTS (IMMEDIATE)

The immediate deliverable of this project is enhanced response capability that supports the prevention and detection of terrorism and homegrown extremism threats in Homeland Security Region 6. The purchase of Golden X-Ray 150 supports more mobile and dismounted capabilities for the regional teams. This specialized equipment supports on-scene screening and overall threat assessment time will be reduced.

DESIRED OUTCOMES (INTERMEDIATE AND LONG-TERM)

Long-term, this project allows Special Teams to support complex missions by deploying with rapid detection equipment that allows them to detect and remove hazardous devices that may cause harm to soft targets, critical infrastructure, transportation networks, and supply chains. Teams will be able to detect, potentially prevent, respond to, and recover from terrorism and homegrown extremism threats more rapidly with this equipment investment.

NEXUS TO TERRORISM AND NPA

The purchase of specialized deployable x-ray systems and supporting equipment has a direct nexus to terrorism prevention and response in the population dense Seattle area and throughout Homeland Security Region 6. This investment will support the special law enforcement teams in Region 6 by building and enhancing capabilities to respond to terrorism and homegrown extremism threats. Teams will be able to detect, potentially prevent, respond to, and recover from terrorism and homegrown extremism threats more rapidly with this equipment.

The Bomb Squads in the Seattle area have evaluated current capabilities and will continue to identify technology gaps by evaluating Chemical Biological Radiological Nuclear and Explosive (CBRNE) prevention, detection, response, and recovery capabilities for Regional Explosive Detection Teams (FBI Certified Bomb Teams) and aligning gaps with National Priority Areas to best support not only Seattle Regional objectives, but national prevention, detection, response, and recovery capabilities.

Investment #6: WA SHSP National Priority: Community Preparedness and Resilience

Community organizations are the backbone of civic life and therefore, must have the capabilities to withstand acts of terrorism and provide essential services, especially to members of underserved communities, in the aftermath of an attack. Focus on equity and investing in strategies that meet the needs of underserved communities will strengthen the whole of community system of emergency management. The whole community includes children; older adults; individuals with disabilities, and others with access and functional needs; those from religious, racial, and ethnically diverse backgrounds; and people with limited English proficiency. Additionally, equity in emergency management requires proactively prioritizing actions that reinforce cultural competency, accessibility, and inclusion, as well as reflect the historical context of specific groups of people.

As communicated in 2021 State SPR, the Community Preparedness & Resilience (CP&R) capability gaps that will be addressed are: -Public Information & Warning: a need to establish a process for promptly distributing emergency communications in the identified top languages; a need for an updated unified public education strategy to include better coordinated public messaging procedures, policies, and training; and a lack of clarity regarding who will be issuing messages and how quickly they will provide accurate and reliable statements to the public; -Operational Coordination: Staff turnover has created gaps in training and a need for integrated training and exercises between emergency response agencies, healthcare providers, the private sector, and the community to facilitate unified command operations; -Community Resilience: Large segments of the population (individuals, families, communities, organizations) that have the ability to become prepared have not been motivated/interested in taking action to prepare for emergencies and more trained volunteers are needed (Community Resilience gaps are derived from the 2021 Seattle UASI SPR, which rolls up within the State SPR.); and -Logistics & Supply Chain Management: Most jurisdictions need developed plans for maintaining and restoring the supply chain after a natural, terrorist, or biological event.

Through a collaborative ranking and selection process, Washington State has identified several key projects within this Investment to address gaps and sustain/enhance core capabilities directly related to the CP&R National Priority Area.

PROJECT #2 NP CP&R: Community Preparedness & Resilience (Investment 6, Project 4)

NATIONAL PRIORITY AREA

Community Preparedness & Resilience

BRIEF PROJECT DESCRIPTION

Public Education and preparedness outreach efforts in Region 6 to improve the community’s ability to respond during an emergency. Information and best practices will be shared at community engagement venues to limit the impact of disasters and enhance overall awareness of the threats and potential hazards in the region. The community outreach workgroup is a collection of public educators in the emergency management field from various jurisdictions and non-profits in Region 6, and they’re the body entrusted with ensuring a whole community approach is utilized to close gaps and enhance response capacity.

CORE CAPABILITIES

| | | | | | |
|--|---------------------|-------------------------------|-----------------|-----------------|--------------------|
| Community Resilience (EN) | | Core Capability #1 | | | |
| Sustaining or Enhancing? | <i>Enhancing</i> | | | | |
| Public Information & Warning (EN & All NPAs) | | Core Capability #2 (optional) | | | |
| Sustaining or Enhancing? | <i>Sustaining</i> | | | | |
| PLANNING | ORGANIZATION | EQUIPMENT | TRAINING | EXERCISE | TOTAL |
| \$50,000.00 | \$15,000.00 | \$0.00 | \$20,000.00 | \$0.00 | \$85,000.00 |

GAP(S) IDENTIFIED

- A. Large segments of the population (individuals, families, communities, organizations) that have the ability to become prepared have not been motivated/interested in taking action to prepare for emergencies such as developing emergency plans, building emergency kits, etc.
- B. Need to further understand and research barriers to preparedness. Need to research effective outreach strategies for different populations including low income, communities, organizations, etc.)
- C. Need to better understand which preparedness actions provide the greatest benefit to individuals and communities,

particularly vulnerable populations and shift messaging and programs to focus on those areas throughout the region. (2021 UASI SPR pg 128).

ACTIVITIES TO BE PERFORMED

- Emergency Preparedness Counterterrorism Outreach: In-person preparedness education and outreach regionwide.
- Emergency Response Skills Training aimed at preparing for and responding to incidents of terrorism: KCOEM will provide emergency response skills training (Basic - family and communication planning, community awareness, hazard awareness, emergency supplies, recognizing terrorism indicators; and Advanced - Fire Extinguisher and First Aid). Two to four classes per month will be held at community center and library locations. Specific topics to be addressed include basic preparedness, crime prevention/anti-terrorism, and fire safety/fire as a weapon. These sessions will occur monthly at a minimum.
- Alert King County Opt-Ins: KCOEM will develop and purchase marketing materials and advertisements to encourage the public to sign up for emergency alerts.
- LEP/AFN Outreach: KCOEM will work with offices of refugee and resettlement and other community/faith-based agencies that serve LEP and AFN populations to learn how to provide timely counterterrorism and emergency resilience information to LEP populations and incorporate preparedness information and training into their standard programming through Memorandums of Understanding and other pertinent documentation.

COLLABORATION

The Community Outreach Workgroup (COW) represents a broad cross segment of the whole community and serves as a way for regional professionals and emergency managers to collaborate and align activities in the overall organization's outreach and communications plan. The cohort extends beyond governmental organizations, with extensive efforts to cultivate relationships with community-based organizations to ensure efforts are not taken with a top-down approach but instead activities planned are developed with these community groups as partners. The workgroup meets regularly and has done so going back over a decade.

ASSOCIATED DELIVERABLES/OUTPUTS (IMMEDIATE)

- Training program with a mature curriculum that occurs with regular frequency to build consistency for constituents, as well as subject matter content that reflects the needs of the desired audience utilizing a whole community approach and predicated on gaps identified in the regional THIRA/SPR.
- Vetted informational resources for community partners to share broadly within their organizations that focus on educating the public about the specific threats derived from terrorism of both a domestic and international origin.
- Maximized capacity to deliver timely alerts about threats and incidents that occur in the region. This includes terrorism and human caused events but also incorporates a general response functionality.

DESIRED OUTCOMES (INTERMEDIATE AND LONG-TERM)

A more prepared and resilient community with the tools and informational resources to best respond to the litany of potential hazards that could arise in a diverse community that covers a dense metropolitan area as well as rural communities.

NEXUS TO TERRORISM AND NPA

This investment is multipronged. Firstly, it seeks to provide the whole community with the knowledge necessary to recognize potential indicators of terrorism so that constituents are empowered to respond and be resilient. Secondly, it expands the reach of the ability of emergency managers to provide timely alert and warning to the community should an incident occur. Thirdly, it can act as a conduit to share and disseminate information from state and federal partners crucial to preparing for, mitigating, and recovering from potential incidents of terrorism.

Investment #3: WA SHSP National Priority: Information and Intelligence Sharing

This investment supports timely sharing of information and actionable intelligence to ensure partners, stakeholders, and senior leaders can make informed decisions. Cooperation and information sharing among SLTT and federal partners across all areas of the homeland security enterprise, including counterterrorism (international and domestic), cybersecurity, and transnational organized crime is critical to operations and the prevention of, preparation for, protection against, and response to acts of terrorism, other threats to life, and criminal acts of targeted violence.

The mission of the Washington State Fusion Center (WSFC), the state's only fusion center, is to support the public safety and homeland security missions of SLTT agencies and private sector entities. The WSFC is a unified counterterrorism, "all crimes" fusion center, incorporating agencies with intelligence, critical infrastructure, public safety, preparedness, resiliency, response and recovery missions. The WSFC provides timely, relevant and high-quality information and intelligence services.

The WSFC operates under an executive board comprised of local, state and federal law enforcement (LE) executives dedicated

to furthering intelligence capabilities. The cadre of analysts are funded through federal grants made available to state and local entities and collaborate under a common mission to address the Intelligence and Information Sharing (I&IS) core capability. Coordination and communication occur with partners including LE, fire, emergency management, public health, critical infrastructure and private sector personnel.

As communicated in the 2021 State SPR, I&IS capability gaps that will be addressed are:

1. [Securing] local funding for sustainment [of] intelligence analysts continues to be a challenge.
2. Need for Regional IT equipment at the WSFC to support LE and intelligence analysts.
3. Funding to support the required training of intelligence analysts.

The WSFC is responsive to Fusion Center Performance Measures 2022.1 to 2022.25 to directly sustain current capabilities and performance.

Our nation faces an evolving threat environment, where threats emanate not only from outside our borders but also from within our communities. This changing environment demonstrates the critical need to support the WSFC. Three key projects have been identified to sustain the capability.

| | |
|-------------------|---|
| PROJECT #3 | NP IIS: Region 6 Fusion Center Analyst (Investment 3, Project 2) |
|-------------------|---|

NATIONAL PRIORITY AREA

Information & Intelligence Sharing & Analysis

CORE CAPABILITIES

| | |
|---|--------------------|
| Intelligence & Information Sharing (All NPAs) | Core Capability #1 |
| Sustaining or Enhancing? | |

| PLANNING | ORGANIZATION | EQUIPMENT | TRAINING | EXERCISE | TOTAL |
|----------|--------------|-----------|----------|----------|--------------------|
| \$0.00 | \$85,000.00 | \$0.00 | \$0.00 | \$0.00 | \$85,000.00 |

GAP(S) IDENTIFIED

Intelligence and information sharing across the region. There will always be a gap in information sharing, this investment continues to sustain the intelligence analytical and information sharing capability, in support of the Region and the Washington State Fusion Center (WSFC). The focus is to continue to fill the strategic plan goal of providing timely accurate and actionable information the investment is primarily dedicated to funding contract personnel, assigned as Intelligence Analysts, collaborating with the WSFC.

The SPR found the following:

GAPS (2021 Seattle SPR Page 62 of 452):

Planning: A. There is a need to identify and support processes that would engage the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives. Organization: A. Local funding for sustainment for intelligence analysts and representatives continues to be a challenge.

APPROACH (2021 Seattle SPR Pages 63-64 of 452):

Area: Planning A. Support planning efforts that would identify critical objectives during the planning process, provide a complete and integrated picture of the sequence and scope of the tasks to achieve the objectives, and ensure the objectives are implementable within the timeframe contemplated within the plan using available resources for prevention-related plans.

ACTIVITIES TO BE PERFORMED

This project will sustain approximately two thirds of one Fusion Center analyst personnel contract which includes, salary, program specific travel, and training. Activities include, but are not limited to:

- Monitor, analyze, evaluate and prioritize contemporary conditions and threat developments for relevance, significance, validity and potential applications to law enforcement, emergency management, and first responder operations countering terrorism against the King County Region, critical infrastructure, public services, and communities
- Identify threats/risks from domestic violent extremists, international terror groups, self-radicalized individuals with aspirational-based violence, and significant organized crime elements--analyze/assess likelihood and impact within the region; develop briefings, visual aids, and written reports: THIRA, SPR, DHS National Critical Infrastructure Prioritization Program Data Call, Special Events Data Call
- Gather, research, analyze, and amplify information from a spectrum of databases defining the Seattle-Tacoma-Bellevue Metropolitan Statistical Area (STB MSA); apply local/regional perspectives to threats/risks or hazard scenarios; assess and

prioritize potential targets; collaborate with subject-matter-experts; and extract operational statistics, technical measurements, and threat capabilities/risk factors for SHSP decision-makers

- Contribute specialized analytical and technical skills to interpret, process, document, and disseminate emergent threat behaviors, risk factors, and indications/warning from federal, state, tribal, and local law enforcement, emergency management, first responder, public/private organizations and critical infrastructure resources
- Reduce ambiguity, analyze incremental developments of an emergent threat situation or risk factor, and translate a shared frame of reference for situational 'awareness' into situational 'understanding'
- Identify problems, conduct research, analyze, and write Special Event Threat Assessments to provide context and implications about an existing or emerging threat, risk, or hazard to a planned SHSP regional event

ASSOCIATED DELIVERABLES/OUTPUTS (IMMEDIATE)

This project will continue to sustain activities performed by the King County Fusion Center Analyst which include: Special Event Threat Assessments, Threat Briefings, strategic intelligence products in support of law enforcement and key critical infrastructure, and support of other UASI Regional Intelligence Groups.

DESIRED OUTCOMES (INTERMEDIATE AND LONG-TERM)

Detect, deter, and prevent terrorist attacks and through open information sharing whenever possible. Ensure the right people, get the right information, at the right time. Maintain the statewide Intelligence gathering and dissemination system that has proven effective in supporting National Priorities- including cybersecurity, soft target and crowded places, and emerging threats through daily operations, planning, training & awareness, exercises, and response.

NEXUS TO TERRORISM

Analysts research, analyze and provide knowledge on threats and impacts from domestic violent extremists, international terror groups, radicalized individuals, and cyber-attacks. The Washington State Fusion Center’s mission includes supporting the public safety and homeland security missions of federal, state, local, tribal agencies and private sector by detecting, deterring, and preventing terrorist attacks. The WSFC is an integral part of the intelligence cycle and actively identifies and analyzes local context of credible threats for its area of responsibility as well as facilitating the sharing of threat information with stakeholder agencies in accordance with the intelligence cycle and dissemination protocols.

22SHSP Budget

King County, Office of Emergency Management (OEM)

AGREEMENT AMOUNT \$1,104,942

AMOUNT

LETPA \$274,500.00
25% of the agreement total

PERSONNEL \$553,000.00
50% of the agreement total

M&A \$53,750.00
5% of the agreement total

Sustainment Subproject(s)

AMOUNT

| | | |
|---------------|--|---------------------|
| SUBPROJECT #1 | Planning | \$459,000.00 |
| SUBPROJECT #2 | ESF 4 Structural Collapse Equipment & Training | \$332,192.00 |
| | M&A | \$45,000.00 |
| | <i>SUBTOTAL</i> | \$836,192.00 |
| | INDIRECT | \$0.00 |
| | TOTAL | \$836,192.00 |

National Priority Area Project(s)

AMOUNT

| | | |
|------------|--|---------------------|
| PROJECT #1 | NP ST/CP: Regional Bomb Team Equipment (Investment 2, Project 8) | \$90,000.00 |
| PROJECT #2 | NP CP&R: Community Preparedness & Resilience (Investment 6, Project 4) | \$85,000.00 |
| PROJECT #3 | NP IIS: Region 6 Fusion Center Analyst (Investment 3, Project 2) | \$85,000.00 |
| | M&A | \$8,750.00 |
| | <i>SUBTOTAL</i> | \$268,750.00 |
| | INDIRECT | \$0.00 |
| | TOTAL | \$268,750.00 |

| 22SHSP TIMELINE | |
|--|--|
| <i>King County, Office of Emergency Management (OEM)</i> | |
| DATE | TASK |
| September 1, 2022 | Grant Agreement Start Date |
| NLT January 31, 2023 | Submit proof of completion of Nationwide Cybersecurity Review (NCSR) - <i>NCSR system closes February 28, 2023</i> |
| January 2023 | Estimated date work scheduled for one or more subprojects/projects |
| April 30, 2023 | Submit Reimbursement Request and Progress Report |
| July 31, 2023 | Submit Reimbursement Request and Progress Report |
| October 31, 2023 | Submit Reimbursement Request and Progress Report |
| January 31, 2024 | Submit Reimbursement Request and Progress Report |
| April 30, 2024 | Submit Reimbursement Request and Progress Report |
| July 31, 2024 | Submit Reimbursement Request and Progress Report |
| October 31, 2024 | Submit Reimbursement Request and Progress Report |
| January 31, 2025 | Submit Reimbursement Request and Progress Report |
| April 30, 2025 | Submit Reimbursement Request and Progress Report |
| July 31, 2025 | Grant Agreement End Date |
| September 14, 2025 | Submit Final Reimbursement Request and Closeout Report |

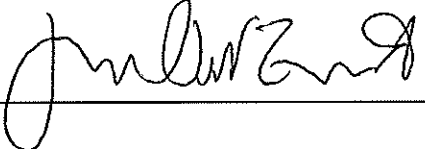
HSGP Performance Period: September 1, 2022 to August 31, 2025

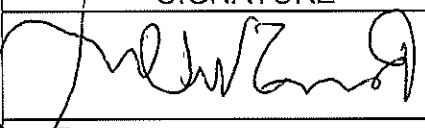
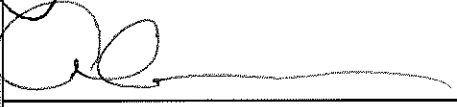
SIGNATURE AUTHORIZATION FORM


WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

| | |
|--|------------------------------|
| NAME OF ORGANIZATION King County Office of Emergency Management | DATE SUBMITTED 11/15/2022 |
| PROJECT DESCRIPTION FFY 22 SHSP | CONTRACT NUMBER E23-087 |

| 1. AUTHORIZING AUTHORITY | | |
|--|--------------------|----------------------|
| SIGNATURE | PRINT OR TYPE NAME | TITLE/TERM OF OFFICE |
|  | Brendan McCluskey | Director |
| | | |
| | | |

| 2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS | | |
|--|--------------------|-----------------|
| SIGNATURE | PRINT OR TYPE NAME | TITLE |
|  | Brendan McCluskey | Director |
|  | Alysha Kaplan | Deputy Director |
| | | |

| 3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT | | |
|--|--------------------|-----------------|
| SIGNATURE | PRINT OR TYPE NAME | TITLE |
|  | Alysha Kaplan | Deputy Director |
| | Celia Taylor | Senior Manager |

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

| | | | |
|---|--|--|---|
| NAME King County Office of Emergency Management | | Doing business as (DBA) | |
| ADDRESS 3511 NE 2nd Street, Suite 100 Renton, WA 98056 | Applicable Procurement or Solicitation #, if any: | WA Uniform Business Identifier (UBI) 578-037-394 | Federal Employer Tax Identification #: 91-6001327 |
| This certification is submitted as part of a request to contract. | | | |

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

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

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

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

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

Bidder or Contractor Signature: Date: 15-NOV-2022Print Name and Title: Brendan McCluskey, Director

**STRUCTURAL COLLAPSE
EQUIPMENT EXAMPLES**





Memorandum

Date: 3/18/2025
Meeting of: Committee of the Whole - Public Safety and Human Services

File No. CM 25-185
Type: Committee Memo

TO: Committee of the Whole - Public Safety and Human Services
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

| | | |
|------|-----------------------------|--------------|
| Fire | Adrian Sheppard, Fire Chief | 425-556-2201 |
|------|-----------------------------|--------------|

DEPARTMENT STAFF:

| | | |
|------|-----------------|---------------------------|
| Fire | Micheal Despain | Interim Deputy Fire Chief |
|------|-----------------|---------------------------|

TITLE:

Acceptance of a Grant in the Amount of \$400,000 from the Washington State Department of Transportation for the purchase of an Electric Fire Engine

OVERVIEW STATEMENT:

In December 2024, the City of Redmond was notified of an award for \$400,000 from the Washington State Department of Transportation (WSDOT). The grant requires no matching funds. Funds can be requested immediately upon accepting the grant agreement.

This request is for Council to accept the grant, and to direct staff to sign an agreement between the City of Redmond and WSDOT regarding the use of funds.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
City of Redmond - Environmental Sustainability Action Plan (ESAP) - September 2020
Redmond Fire Department - Strategic Plan 2022-2027
- **Required:**
Council approval is required for grant acceptance
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Implementing the use of electric fire engine will help achieve the goals set by both cities in terms of lowering the use of fossil fuels, lowering the production of CO2 within our fleets, lowering routine maintenance cost, and reducing noise levels during routine/non-emergency operation of the vehicles in the community. However, the barrier to wider adoption of this technology is due to the high cost of the new technology (electric fire engines) and the additional cost associated with installing and upgrading the electrical infrastructure needed to support these new units. This state grant will help lower the cost of deploying these electric fire engines and allow Redmond to demonstrate the effectiveness of this new technology to fire agencies across the nation.

Redmond received partial funding through the Washington State Department of Ecology in 2023 but this funding covers just under 25% of the full cost of implementation. By accepting WSDOT grant, the project will become more competitive against the purchase of traditionally diesel-powered fire engines.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
Various social media posts regarding the progress of the assembly of the electric fire engine. Formal unveiling of the unit was conducted on February 1, 2025.
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

Total Cost of project including charging infrastructure - \$2,348,619
WA Dept of Ecology 25% grant = \$587,154
City of Redmond 75% matching funds portion prior to the WSDOT grant = \$1,761,464
City of Redmond cost after WSDOT grant = \$861,464*

*The Fire department has also secured additional donations from various corporations to help further reduce the City's portion to approximately \$264,491

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

N/A

Budget Priority:

Safe and Resilient

Other budget impacts or additional costs: Yes No N/A

If yes, explain:

N/A

Funding source(s):

Grant

Budget/Funding Constraints:

Funding must be accepted prior to May 1, 2025

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

| Date | Meeting | Requested Action |
|------|--|------------------|
| N/A | Item has not been presented to Council | N/A |

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|----------|------------------|------------------|
| 4/1/2025 | Business Meeting | Approve |

Time Constraints:

Redmond has already completed all items necessary to request funds. Funds must be accepted prior to May 1, 2025.

ANTICIPATED RESULT IF NOT APPROVED:

Costs would be covered by the General Fund if not approved.

ATTACHMENTS:

Attachment A: Interagency Agreement Between Washington State Department of Transportation (GCC 1100) and The City of Redmond - Fire Department

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (GCC 1100)
AND
THE CITY OF REDMOND**

This Agreement (Agreement) is between the Washington State Department of Transportation (WSDOT) and the City of Redmond (City), also referenced as “Party” and the “Parties”.

RECITALS

1. The Engrossed Substitute House Bill 2134, Section 215(10), the Washington State Legislature appropriated \$800,000 funding to assist cities in the purchase of electric fire engines.

Now therefore, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibit A which is incorporated and made a part hereof, it is mutually agreed as follows:

1. PURPOSE

- 1.1 The purpose of this Agreement is to follow the legislative Engrossed Substitute House Bill 2134, Section 215(10) and for WSDOT to pass-through funds in the amount of \$400,000 (four hundred thousand) to City for the purchase of electric fire engines. See Exhibit A.

2. PERIOD OF PERFORMANCE

- 3.1 Subject to its other provisions, the period of performance of this Agreement shall commence on January ____, 2025, and be completed on May 1, 2025, unless terminated sooner as provided in this Agreement, or extended through a properly executed amendment.

3. COSTS, PAYMENT AND BILLING

- 4.1 WSDOT is acting as a pass-through agency and is not performing any type of work. WSDOT will not be reimbursed by the City for indirect charges.
- 4.2 City shall submit invoices monthly. Invoices shall be submitted no more than once per month and shall include proper documentation of all charges. Payment for approved goods and/or services will be made by check, warrant or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, invoices shall be paid, if received within 30 days after the expiration date.
- 4.3 Each invoice voucher submitted shall include such information as is necessary to determine the exact nature of all expenditures. At a minimum, the invoice shall specify the following:
 1. Agreement Number(s) GCC 1100.
 2. The cost for each deliverable.
 3. The total invoice charges.

4. DUPLICATION OF BILLED COSTS

- 4.1 Neither Party shall bill for services performed under this contract if it is entitled to payment or has been or will be paid by any other source, including grants, for that service.

5. FUNDING CONTINGENCY

- 5.1 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 completion of the work in this Agreement, the Agency may:

1. Terminate this Agreement with (GC 1100) (30) days advance notice. If this Agreement is terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
2. Renegotiate the terms of the Agreement under those new funding limitations and conditions.
3. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables.
4. Pursue such other alternative as the Parties mutually agree to writing.

6. AMENDMENT

6.1 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.

7. ASSIGNMENT

7.1 The work to be provided under this Agreement, and any claim arising under this Agreement, 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.

8. ASSURANCES

8.1 The Parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state, and local laws, rules, and regulations as they currently exist or as amended.

9. CONTRACT MANAGEMENT

9.1 The contract 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.

| The Contract Manager for (e.g., State Agency abbreviation, etc.) is: | The Contract Manager for WSDOT is: |
|---|---|
| Anthony L. Buckley, Director of Innovative Partnerships 310 Maple Park Ave, SE, Olympia, WA Phone: (360-705-7039) E-Mail: anthony.buckley@wsdot.wa.gov | Amee Quiriconi, Deputy Fire Chief City of Redmond Fire Department Phone: (425-403-5044) E-Mail: Aquiriconi@redmond.gov |

10. GOVERNING LAW AND VENUE

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

11. INDEPENDENT CAPACITY

11.1 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.

12. MAINTENANCE OF RECORDS

12.1 The Parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either Party in the performance of the service(s) described herein. These records shall be subject to

inspection, review, or audit by personnel of both parties, other personnel duly authorized by either Party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the Parties shall have full access and the right to examine any of these materials during this period.

- 12.2 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 resolved.
- 12.3 Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available any confidential information to any third parties without first giving notice to the furnishing Party and giving it a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third parties. However, the Parties acknowledge that State Agencies are subject to chapter 42.56 RCW, the Public Records Act.

13. ORDER OF PRECEDENCE

- 13.1 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 local laws, rules and regulations;
 2. Statement of Work;
 3. Exhibits and Appendices; and
 4. Any other provisions of the agreement, including materials incorporated by reference.

14. SEVERABILITY

- 14.1 If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

15. TERMINATION

- 15.1 This Agreement may be terminated, without penalty or further liability as follows:

15.1.1 Termination for Cause

This Agreement may be terminated for cause by either Party if the other Party does not fulfill in a timely and proper manner its obligations under this Agreement, or if the other Party violates any of the terms and conditions of this Agreement. The notice of intent to terminate for cause shall be issued by a Party in writing and the other Party shall have the opportunity to correct the violation or failure within fifteen (15) working days of the date of the notice. If the failure or violation is not corrected within the time allowed, this Agreement will automatically terminate

15.1.2 Termination for Non-Allocation of Funds

This Agreement may be terminated by either Party if insufficient funds are allocated or appropriated to the Party to continue its performance of this Agreement in any future period. The notice of intent to terminate for non-allocation of funds shall be issued in writing no less than **seven (7) calendar days** in advance of termination.

15.1.3 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

16. INDEMNIFICATION

- 16.1 To the fullest extent permitted by law, each Party to this Agreement will protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each Party's negligent acts or omissions with respect to the provisions of this Agreement. Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their agents, officials, or employees, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the extent of the negligence of the indemnifying Party, its agents, officials, or employees.
- 16.2 The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees, or agents. For this purpose only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- 16.3 This indemnification and waiver will survive the termination of this Agreement.

17. WAIVER

- 17.1 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. 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 personnel authorized to bind each of the parties.

18. ALL WRITINGS CONTAINED HEREIN

- 18.1 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.

19. COUNTERPARTS AND ELECTRONIC SIGNATURE

- 19.1 This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each Party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each Party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other parties are relying on its electronic or "PDF" signature.

In witness whereof, the Parties have executed this Agreement.

| | |
|--|--|
| Requesting Entity | Washington State Department of Transportation |
| By: | By: |
| Printed: | Printed: |
| Title: | Title: |
| Date: | Date: |
| Approved as to Form Requesting Entity | Approved as to Form Washington State Department of Transportation |
| By: | By: |
| Printed: | Printed: |
| Title: | Title: |
| Date: | Date: |



Memorandum

Date: 3/18/2025
Meeting of: Committee of the Whole - Public Safety and Human Services

File No. CM 25-184
Type: Committee Memo

TO: Committee of the Whole - Public Safety and Human Services
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

| | | |
|------|-----------------------------|--------------|
| Fire | Adrian Sheppard, Fire Chief | 425-556-2201 |
|------|-----------------------------|--------------|

DEPARTMENT STAFF:

| | | |
|------|-----------------|---------------------------|
| Fire | Micheal Despain | Interim Deputy Fire Chief |
|------|-----------------|---------------------------|

TITLE:

Acceptance of a Donation in the Amount of \$16,000 from the Microsoft Corporation for the Purchase of an Electric Fire Engine

OVERVIEW STATEMENT:

In January 2025, the City of Redmond was notified of an award for \$16,000 from the Microsoft corporation (Microsoft). The donation requires no matching funds. Funds can be requested immediately upon accepting the donation.

This request is for Council to accept the donation, and to direct staff to direct the funds to offset the cost of the electric fire engine.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- Relevant Plans/Policies:
N/A
- Required:
N/A
- Council Request:
N/A
- Other Key Facts:
N/A

OUTCOMES:

Implementing the use of electric fire engine will help achieve the goals set by both cities in terms of lowering the use of fossil fuels, lowering the production of CO2 within our fleets, lowering routine maintenance cost, and reducing noise levels during routine/non-emergency operation of the vehicles in the community. However, the barrier to wider adoption of this technology is due to the high cost of the new technology (electric fire engines) and the additional cost associated with installing and upgrading the electrical infrastructure needed to support these new units. This donation will help lower the cost of deploying these electric fire engines and allow Redmond to demonstrate the effectiveness of this new technology to fire agencies across the nation.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

• **Timeline (previous or planned):**

N/A

• **Outreach Methods and Results:**

Various social media posts regarding the progress of the assembly of the electric fire engine. Formal unveiling of the unit was conducted on February 1, 2025.

• **Feedback Summary:**

N/A

BUDGET IMPACT:

Total Cost:

Total Cost of project including charging infrastructure - \$2,348,619

City of Redmond cost after accepting the Microsoft donation + all other sources of grants and donations = \$264,491

Approved in current biennial budget:

Yes

No

N/A

Budget Offer Number:

N/A

Budget Priority:

Safe and Resilient

Other budget impacts or additional costs:

Yes

No

N/A

If yes, explain:

N/A

Funding source(s):

Donation

Budget/Funding Constraints:

None

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

| Date | Meeting | Requested Action |
|------|--|------------------|
| N/A | Item has not been presented to Council | N/A |

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|----------|------------------|------------------|
| 4/1/2025 | Business Meeting | Approve |

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

The difference in costs will need to be covered by the General Fund.

ATTACHMENTS:

Attachment A: Award Letter from Microsoft



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Memorandum

Date: 3/18/2025

Meeting of: Committee of the Whole - Public Safety and Human Services

File No. CM 25-186

Type: Committee Memo

TO: Committee of the Whole - Public Safety and Human Services

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

| | | |
|------|-----------------------------|--------------|
| Fire | Adrian Sheppard, Fire Chief | 425-556-2201 |
|------|-----------------------------|--------------|

DEPARTMENT STAFF:

| | | |
|------|--------------|--------------------------------|
| Fire | Jim Whitney | Deputy Fire Chief |
| Fire | Amy Moorhead | Medical Services Administrator |

TITLE:

City Resolution to Renew King County Medic One/EMS Levy (2026-2031)

OVERVIEW STATEMENT:

The City Council is requested to approve a resolution supporting the renewal of the Medic One/Emergency Medical Services (EMS) levy on the November 4, 2025, King County election ballot. This six-year property tax levy would set a countywide rate of 25 cents per \$1,000 of assessed property value for the 2026-2031 period.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
 - Redmond's Fire Department Strategic Plan for 2022-2027
 - Redmond Fire Department's Community Risk Assessment & Standards of Cover for 2022-2027

• **Required:**
RCW 84.52.069

• **Council Request:**
N/A

• **Other Key Facts:**
The City Council previously approved a resolution supporting the 2020-2025 King County Medic One/Emergency Medical Services levy on June 4, 2019. The levy was later approved by voters in the November 2019 election at a rate of 26.5 cents per \$1,000 of assessed property value.

OUTCOMES:

To place a countywide EMS levy on the ballot, state law requires that the County Council and at least 75% of all cities exceeding a population of 50,000 approve placing a countywide EMS proposal on the ballot. The City of Redmond is one of 11 cities in King County with a population over 50,000.

The proposed resolution provides the cities' support for submitting to the voters in 2025 a countywide ballot proposition for a six-year Medic One/EMS Levy at a rate of 25 cents per one thousand dollars of assessed value to provide stable and long-term funding for the countywide Medic One/EMS program for 2026-2031.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
A resolution supporting an EMS levy for 2026-2031 must be approved by King County and 75% of cities with a population exceeding 50,000 for the levy to be placed on the ballot. King County EMS requested cities to adopt Resolutions in support of placing the EMS Levy on the November 2025 ballot by the end of June. The King County Council must approve placing the levy on the November 2025 ballot by July 8th or they must abide by exceptional processing requirements (such as emergency clauses and a super-majority vote).
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
A rate of 25-cents per \$1,000 of assessed value for 2026-2031.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
277

Budget Priority:
Safe and Resilient

Other budget impacts or additional costs: Yes No N/A

If yes, explain:
N/A

Funding source(s):

2026-2031 Medic One/Emergency Medical Services (EMS) Levy

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

| Date | Meeting | Requested Action |
|----------|------------------|------------------|
| 6/4/2019 | Business Meeting | Approve |

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|----------|------------------|------------------|
| 4/1/2025 | Business Meeting | Approve |

Time Constraints:

The current EMS levy expires at the end of 2025.

A resolution supporting an EMS levy for 2026-2031 must be approved by King County and 75% of cities with a population exceeding 50,000 for the levy to be placed on the ballot. King County EMS requested cities to adopt Resolutions in support of placing the EMS Levy on the November 2025 ballot by the end of June. The King County Council must approve placing the levy on the November 2025 ballot by July 8th or they must abide by exceptional processing requirements (such as emergency clauses and a super- majority vote).

ANTICIPATED RESULT IF NOT APPROVED:

Limited or discontinued funding for several essential services that the City of Redmond provides to its community and the broader region.

ATTACHMENTS:

- Attachment A: 2026-2031 EMS Levy Resolution (draft)
- Attachment B: Redmond City Council Presentation
- Attachment C: Background Information | 2026-31 Levy

RESOLUTION NO. ____

A RESOLUTION OF THE ***FILL IN JURISDICTION***, APPROVING PLACEMENT OF A COUNTYWIDE BALLOT MEASURE BEFORE VOTERS IN 2025 FOR A FUNDING LEVY TO SUPPORT MEDIC ONE/EMERGENCY MEDICAL SERVICES (EMS) FOR THE PERIOD FROM JANUARY 1, 2026, THROUGH DECEMBER 31, 2031, PURSUANT TO RCW 84.52.069.

WHEREAS, the delivery of emergency medical services is an essential function of the fire and life safety responsibility of local and regional government; and

WHEREAS, the countywide tiered Medic One/EMS system in Seattle & King County provides residents and visitors with essential life-saving services throughout the region regardless of location, incident circumstances, day of the week, or time of day; and

WHEREAS, the tiered Medic One/EMS model has been recognized nationally and internationally for its quality medical care and timely service; and

WHEREAS, the city of ***fill in jurisdiction*** and its residents have benefitted from the countywide cooperative of delivering Advanced Life Support and Basic Life Support services; and

WHEREAS, King County has exercised leadership and assumed responsibility for assuring the consistent, standardized, effective and cost efficient development and provision of emergency services throughout the county; and

WHEREAS, RCW 84.52.069 provides for countywide emergency medical care and service levies; and

WHEREAS, the King County Medic One/EMS system is funded in part by a prior countywide six-year Medic One/EMS levy that expires December 31, 2025; and

WHEREAS, pursuant to RCW 84.52.069, King County will be seeking voter authorization of a six-year Medic One/EMS levy for the period of 2026-2031; and

WHEREAS, the EMS Advisory Task Force worked collaboratively with regional EMS partners to develop programmatic and financial recommendations for continuing to provide countywide Medic One/EMS services; and

WHEREAS the EMS Advisory Taks Force has recommended an initial levy rate of \$0.25 cents per one thousand dollars assessed value to fund Medic One/EMS services throughout King County for the next six years; and

WHEREAS, the fill in jurisdiction participated in these discussions throughout the process and was represented on the Task Force;

WHEREAS, in order to continue funding emergency medical services, RCW 84.52.069 requires that 75% of cities with a population greater than fifty thousand approve placing the countywide levy proposal on the ballot; and

WHEREAS, the fill in jurisdiction has a population of over 50,000 people;
NOW, THEREFORE, THE fill in jurisdiction RESOLVES AS FOLLOWS:

SECTION I. The above is found to be true and correct in all respects.

SECTION II. The fill in jurisdiction hereby approves placing the countywide Medic One/EMS levy before voters at an upcoming election in 2025.

RESOLUTION NO. ____

PASSED BY __ this __ day of __, 2025

APPROVED __ this __ day of __, 2025

Overview: Medic One/EMS Levy



Current 6-year Medic One/EMS levy expires December 31, 2025



Hosted a regional 8-month process rooted in partnerships and consensus-building



Developed recommendations for Strategic Plan and finance plan (levy) for King County voters to renew in 2025



Next step: Legislative approval process

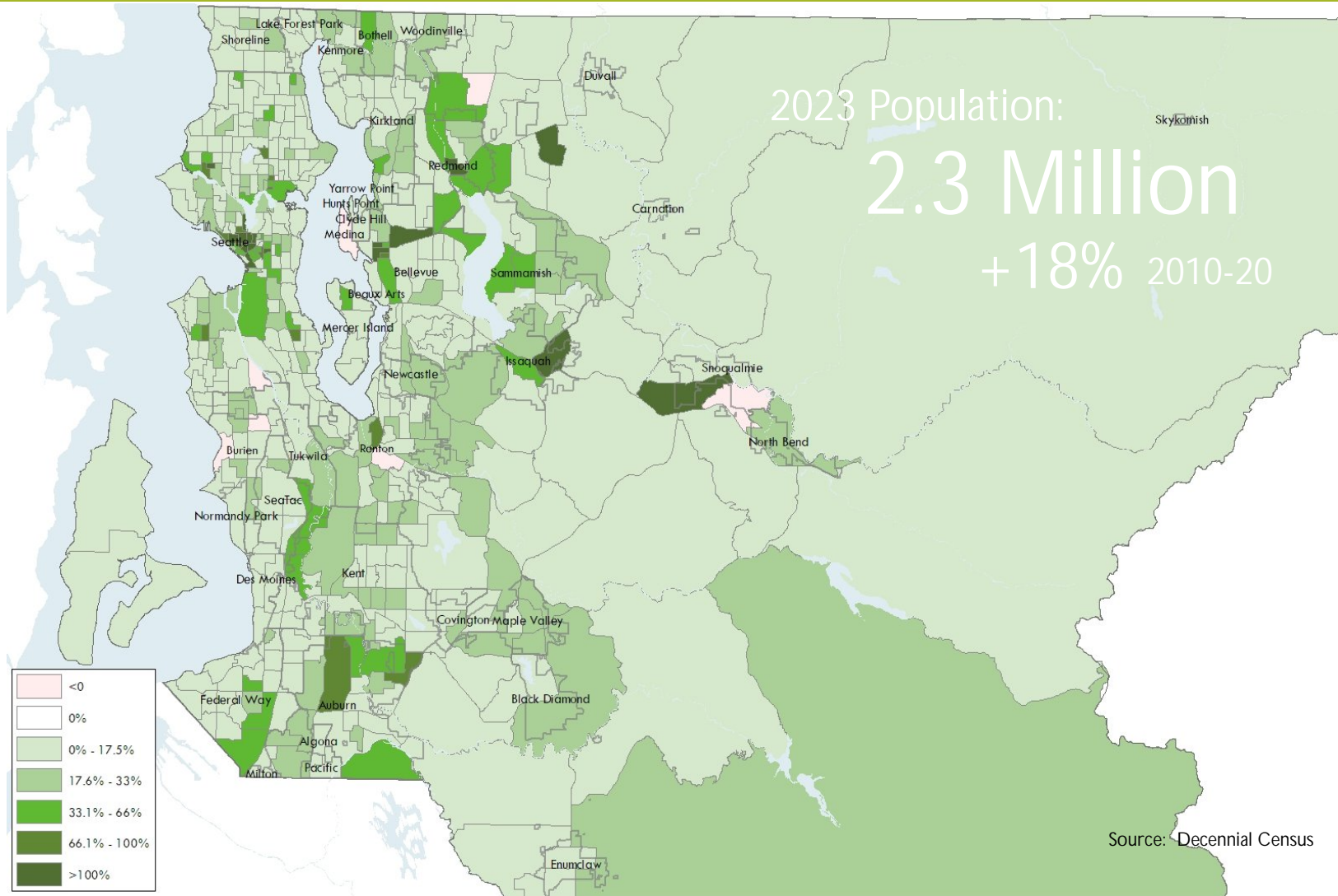
Any time you call 9-1-1 for a medical emergency, you are using the Medic One/EMS system.

- Serves over **2.3 million people** and responds on average **every 2 minutes**.
- Responded to over **255,000 calls** in 2024.
- Survival rate for cardiac arrest was **51%** in 2023.
- Cardiac arrest patients are **2 to 3 times** more likely to survive here compared to other cities.

Why does our system work so well?

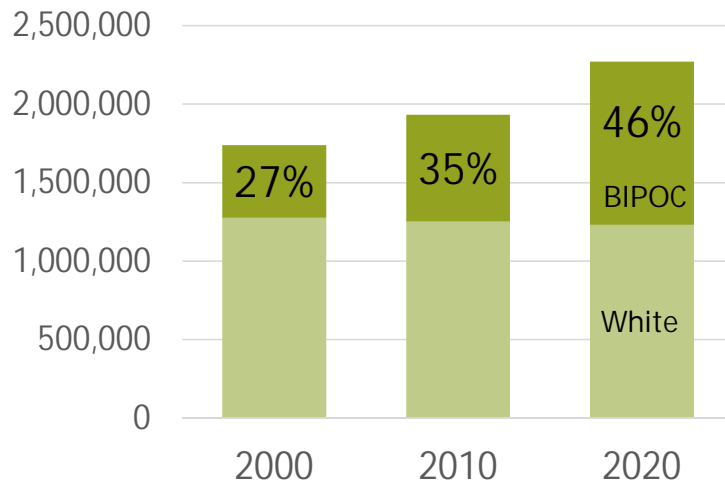
Achieve excellent outcomes because of the unique configuration of our system. It includes the following key components:

- Regional system based on partnerships.
- Uses a tiered response model founded on medicine and science.
- Equity-driven and committed to providing high-quality care.
- Uses innovative strategies to obtain superior medical outcomes and continually improve.
- Funded by an EMS levy which has proven to be reliable and stable.

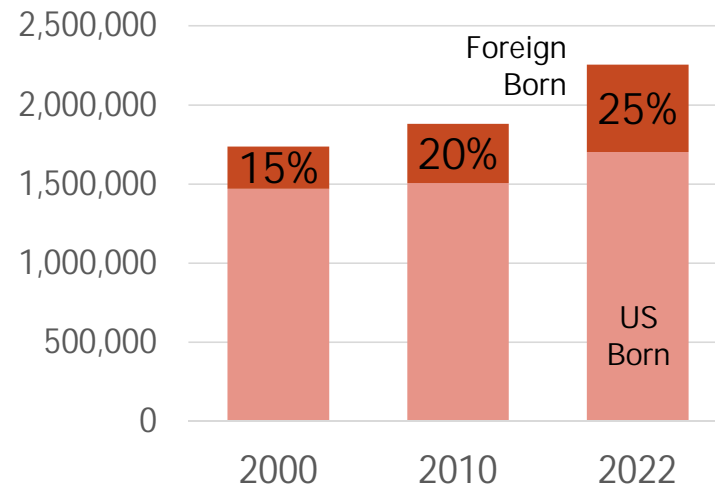


Increasing Diversity

100% of net population growth 2010-20 was in Communities of Color, particularly Asian, Hispanic, and Multiracial communities



King County Residents born outside the US increased 48% 2010-22



Source: Decennial Census, ACS 2018-22

Strategic Planning Process:

EMS Advisory Task Force

Governing body: 20 elected officials and decision-makers:

- Representatives:
 - Cities with 50,000+ in population (11)
 - Sound Cities Assn (3)
 - Fire Commissioners (3)
 - King County Council (2)
- Chaired by KC Executive Office (1)
- Four Subcommittees (chaired by a TF member): ALS, BLS, Regional Services, and Finance

2020-2025 EMS Levy Facts

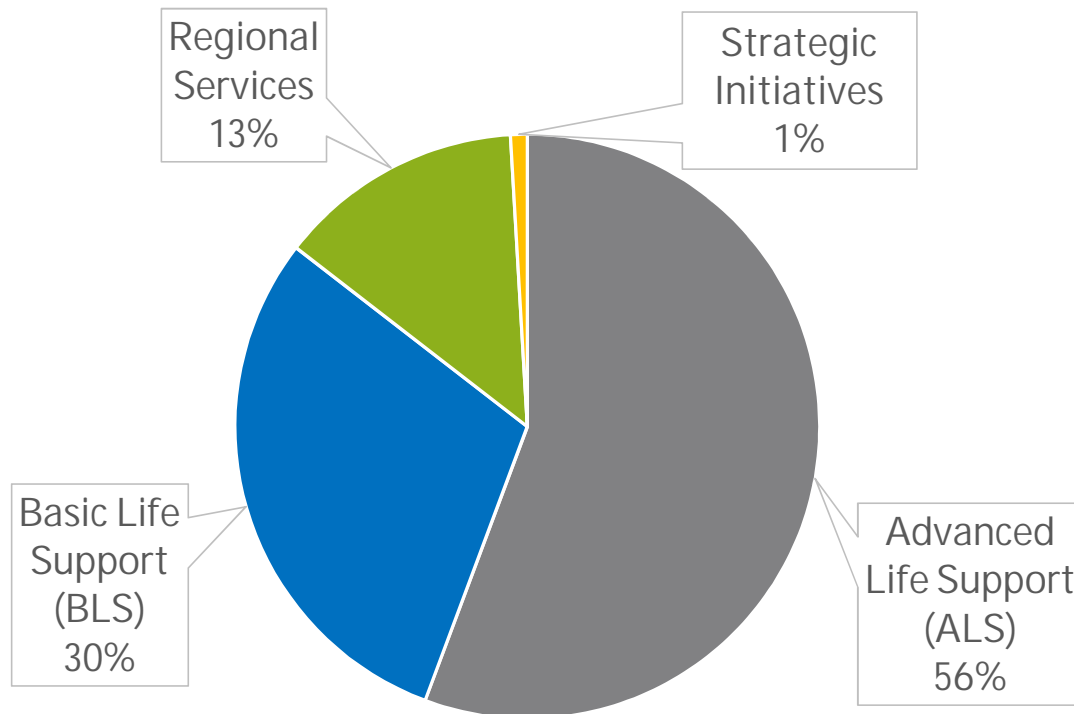
- 6-year levy, starting rate of 26.5 cents/\$1,000 AV
- Generate \$1.115 billion over 6 years
- KC programs funded by levy (\$664.2m):
 - Advanced Life Support (ALS)
 - Basic Life Support (BLS)
 - Regional Services/Strategic Initiatives
 - Reserves
- Cost to the homeowner (2020): \$159*

* \$600,000 King County median residence value in 2020 per King County Assessor

Key Task Force Recommendations:

| ALS Subcommittee | BLS Subcommittee | Reg Services/SI Subcommittee |
|---|---|---|
| <ol style="list-style-type: none"> 1. CONTINUE using the ALS allocation to determine ALS costs (inflate annually using CPI-W +1% and appropriate vehicle inflator). 2. INCLUDE a “place holder” in the Financial Plan to potentially fund a 12-hour unit in the 3rd (2028) and 5th (2030) years of the levy. 3. CONTINUE using reserves and contingencies to cover costs that fall outside the allocation. | <ol style="list-style-type: none"> 1. INCREASE total BLS funding by \$5 million in the first year of the levy: <ol style="list-style-type: none"> a. \$3 million to BLS Basic Allocation b. \$2 million to MIH 2. INFLATE funding annually at CPI-W + 1%. 3. DISTRIBUTE NEW BLS funding and annual increases using a more equitable distribution methodology of 60% call volume/40% AV. 4. SUPPORT mental wellness and equity and inclusion efforts proposed by the King County Fire Chiefs Association. | <ol style="list-style-type: none"> 1. CONTINUE delivering programs that provide essential support to the system. 2. ENHANCE programs to meet regional needs, including <ul style="list-style-type: none"> - expanding Initial EMT Training - renewing the Telephone Referral Program. 3. MAINTAIN AND DEVELOP Strategic Initiatives that leverage previous investments made by the region to improve patient care and outcomes: <ul style="list-style-type: none"> - ECHO (Community-based partnerships) - PRIME (Data systems improvements) - New: Emergency Medical Dispatch (tech. impro.) |

DISTRIBUTION BY PROGRAM – KC EMS Fund



| Program | \$s in millions |
|--------------|-----------------|
| ALS | \$511.8 |
| BLS | \$273.9 |
| Reg'l Svcs | \$124.9 |
| SI | \$8.5 |
| TOTAL | \$919.1 |

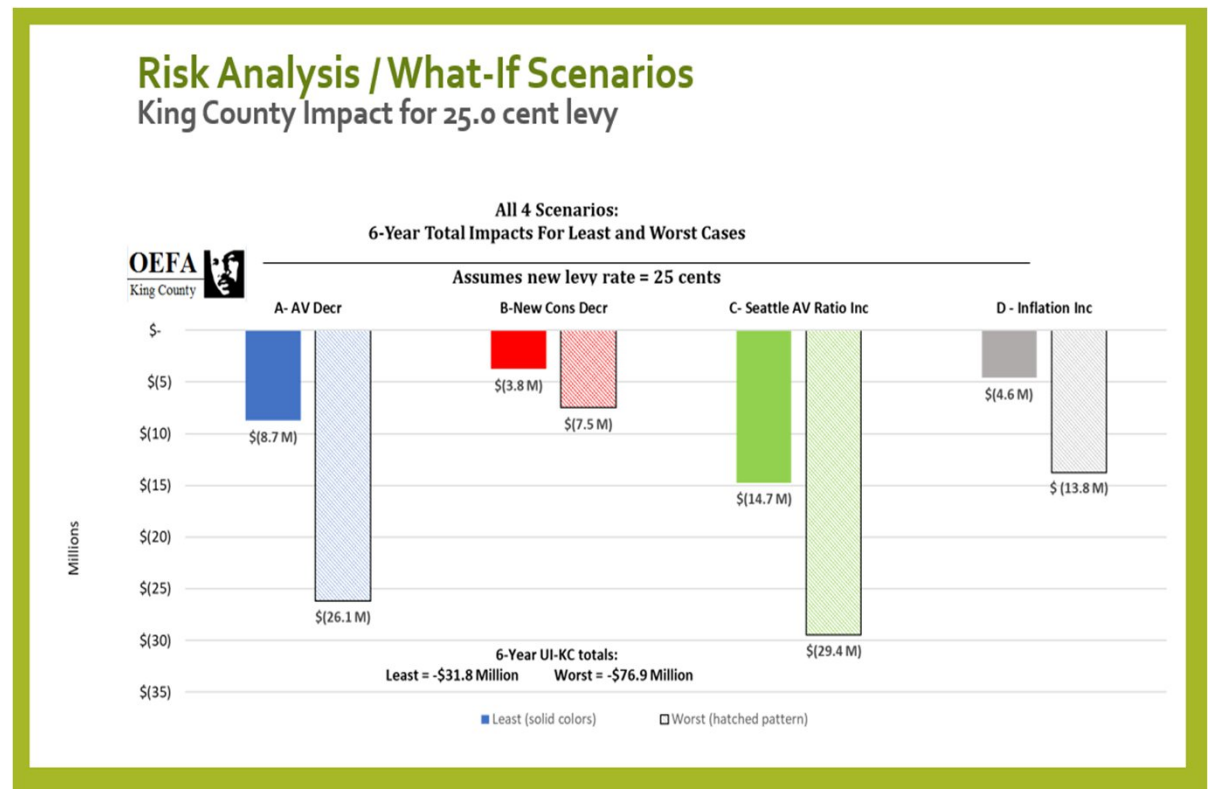
| | 2025 Redmond | Est 2026 Redmond |
|----------------|----------------|------------------|
| ALS (3 units): | \$11.44m | \$12.18m |
| BLS: | \$2.14m | \$2.56m |
| | (\$353K – MIH) | (\$495K - MIH) |

Finance Subcommittee Recommendations

1. CONDUCT a risk analysis to determine appropriate reserve funding to help safeguard the Medic One/EMS system from unforeseen financial risk.

2. INCORPORATE sufficient reserves and contingencies to mitigate financial risk and provide flexibility.

3. SUPPORT forwarding a Financial Plan, with expenditures and reserves projected at \$1.5 billion over the six-year span, and a 25-cent levy rate.



Risk Analysis Range: Least = -\$31.8 Million Worst = -\$76.9 Million

Recommended 2026-2031 EMS Levy Financial Summary

| Financial Summary | Total (in millions) |
|---|------------------------|
| Total Expenditures | \$1,438.0 |
| Reserves (Programmatic & Rainy Day) | \$67.7 |
| TOTAL Expenditures & Reserves | \$1,505.7 |
| 2026-2031 Property Tax Forecast (25 cent levy rate) | \$1,470.8 |
| Other Revenues (KC EMS Fund) | \$17.5 |
| Carryforward from 2020-2025 | \$64.4 |
| TOTAL Available Revenues | \$1,552.7 |
| Funds available for KC Supplemental/Economic Reserves | \$47.0 |

Risk Analysis Range: Least = -\$31.8 Million Worst = -\$76.9 Million

Summary:

- ✓ Supported subcommittee programmatic recommendations
- ✓ Levy Rate: 25.0 cents
 - ✓ Annual cost to the homeowner: \$212 (average \$850,000 home)
- ✓ Length: 6 years (2026-2031)
- ✓ Ballot Timing: General Election in Nov 2025

Summary

The King County Medic One/EMS system is primarily funded with a countywide, voter approved EMS levy. The current EMS levy expires at the end of 2025. An EMS Advisory Task Force, consisting of elected officials from throughout King County and supported by subject matter experts and stakeholders, met from February– September 2024 and recommended a successor levy to replace the expiring levy.

The King County Executive will transmit a proposed Medic One/EMS 2026-2031 Strategic Plan and EMS Levy ordinance, based on the EMS Advisory Task Force’s recommendations, to the King County Council for its review and approval.

King County EMS System:

King County’s Medic One/Emergency Medical Services (EMS) system provides residents of Seattle and King County with life-saving pre-hospital medical care through an internationally recognized tiered regional response system. This system relies upon coordinated partnerships with fire departments, paramedic agencies, dispatch centers and hospitals. The use of a tiered response system ensures the most appropriate care provider responds to each 9-1-1 call. Of note, the City of Seattle operates and funds a Medic One emergency services program that is separate from the county program but is part of the regional delivery system.

The tiered regional Medic One/EMS system consists of five major components:

1. EMS System Access: A patient or bystander accesses the Medic One/EMS system by calling 9-1-1 for medical assistance. Bystanders’ reactions and rapid responses to the scene can greatly impact the chances of patient survival.
2. Dispatcher Triage: Calls to 9-1-1 are received and triaged by professional dispatchers who determine the most appropriate level of care needed. Dispatchers are trained to provide pre-arrival instructions for most medical emergencies and guide the caller through life-saving steps, including Cardiopulmonary Resuscitation (CPR) and Automated External Defibrillator (AED) instructions, until the Medic One/EMS provider arrives.
3. First Tier Response - Basic Life Support (BLS): BLS personnel, usually first to arrive on scene, provide immediate basic life support medical care that includes advanced first aid and CPR/AED to stabilize the patient. Staffed by firefighters trained as Emergency Medical Technicians (EMTs), EMTs are employed by 23 fire- based agencies across King County. EMTs are certified by the state and are required to complete initial and ongoing training.
4. Second Tier Response - Advanced Life Support (ALS): Paramedics respond to about 20 percent of all calls and usually arrive second on scene to provide

**Background Information | 2026-31 Levy
King County Medic One/EMS System**

emergency care for critical or life-threatening injuries and illness. Regional paramedic services are provided by five agencies operating 27 Advanced Life Support (ALS) units throughout King County, including fire departments in Bellevue, Redmond, Shoreline, Seattle, and King County Medic One (KCM1, which operates in south King County). Paramedics receive more than 2,100 hours of intensive training through the University of Washington/Harborview Medical Center Paramedic Training Program.

5. Transport to Hospitals: Once a patient is stabilized, it is determined whether transport to a hospital or clinic for further medical attention is needed. Transport is most often provided by an ALS agency, BLS agency, private ambulance, or taxi for lower-acuity situations.

In addition, King County EMS oversees strategic initiatives and regional services, managed by the EMS Division of Seattle King County Public Health. These services provide for regional coordination and consistent quality across all jurisdictions in King County, and include: program supervision, BLS EMT staff training, E-911 dispatch training, medical data collection and analysis, financial oversight, contract administration, and division management. EMS regularly integrates initiatives that are aimed at preventing/reducing emergency calls and improving the quality of the services.

The current EMS levy was approved by voters in November 2019 at a levy rate of 26.5 cents per \$1,000 of assessed value for 2020-2025. Levy revenues are anticipated to total approximately \$1.1 billion for the six-year period. These revenues have supported the EMS/Medic One System.

Analysis

The EMS Advisory Task Force has endorsed an initial EMS levy rate of 25-cents per \$1,000 of assessed value for 2026-2031. Levy revenues under the proposed levy rate are estimated to total approximately \$1.5 billion for the six-year period. The levy proposal would cost the typical King County homeowner \$200 per year, based on an \$800,000 home value.

The proposed levy will continue funding several core services that the City of Redmond provides to its community members and the region, including:

- Advanced Life Support (ALS): Redmond has 3 of the 27 medic units in King County, which will continue to be funded.
- Basic Life Support (BLS): increased BLS funding which is distributed using an allocation methodology of 60% BLS call volume and 40% City of Redmond assessed value.
- Mobile Integrated Health: increased funding spread across all agencies using the same BLS allocation method.

**Background Information | 2026-31 Levy
King County Medic One/EMS System**

- Regional Services: continue to fund services that focus on medical training, oversight, and improvement/strategic initiatives.
- Contingencies/Reserves: will provide funding to support EMS services in the case of an economic downturn (as seen in 2008), with reserves that will allow for more flexibility in responding to unforeseen economic events.



Memorandum

Date: 3/18/2025

Meeting of: Committee of the Whole - Public Safety and Human Services

File No. CM 25-187

Type: Committee Memo

TO: Committee of the Whole - Public Safety and Human Services

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

| | | |
|------|-----------------------------------|--------------|
| Fire | Adrian Sheppard, Fire Chief | 425-556-2201 |
| Fire | Ameé Quiriconi, Deputy Fire Chief | 425-556-2106 |

DEPARTMENT STAFF:

| | | |
|------|--------------|--------------|
| Fire | Rich Gieseke | Fire Marshal |
|------|--------------|--------------|

TITLE:

Fire Prevention 2024 Performance Report

OVERVIEW STATEMENT:

This presentation provides a comprehensive review of the Fire Prevention Division’s 2024 performance, including key fire prevention activities, fire and life safety inspections, system reliability tracking, and fire investigations. It highlights performance measures, fire incidents, and strategic outcomes, including fire containment rates and displacement prevention. Additionally, the report outlines challenges, recommendations for 2025, and opportunities for continued improvements in fire prevention and community risk reduction.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Community Risk Assessment & Standards of Cover (2022 - 2027)
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
Fire Prevention has previously provided quarterly Save v. Loss reports.

OUTCOMES:

N/A

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

N/A

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

N/A

Budget Priority:

Safe and Resilient

Other budget impacts or additional costs: Yes No N/A

If yes, explain:

N/A

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

| Date | Meeting | Requested Action |
|-----------|---|---------------------|
| 9/17/2024 | Committee of the Whole - Public Safety and Human Services | Receive Information |

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|------|---------|------------------|
|------|---------|------------------|

Date: 3/18/2025

Meeting of: Committee of the Whole - Public Safety and Human Services

File No. CM 25-187

Type: Committee Memo

| | | |
|-----|----------------------------|-----|
| N/A | None proposed at this time | N/A |
|-----|----------------------------|-----|

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: 2024 Fire Prevention Performance Data

Attachment B: Executive Summary

Fire Prevention

2024 Performance Data

March 2025



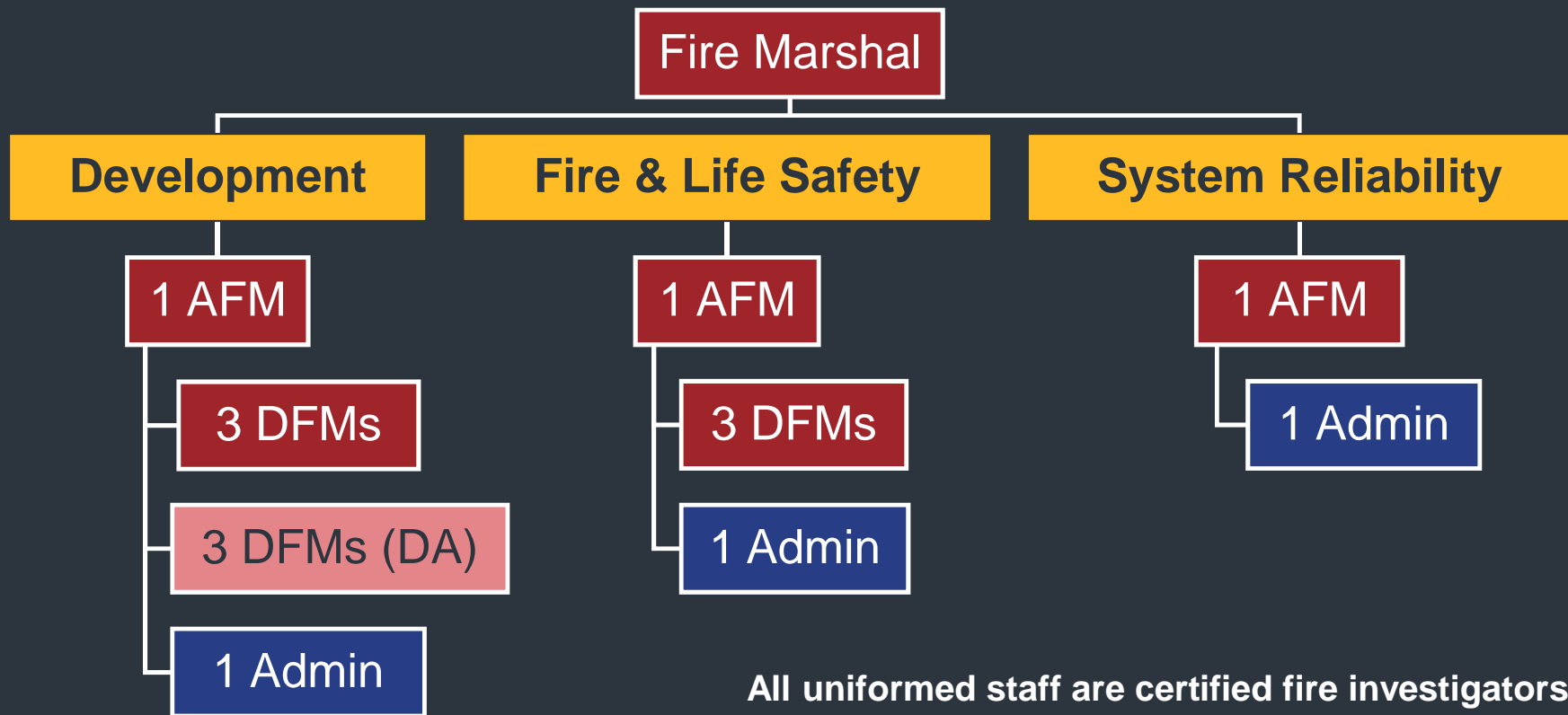
Today's Agenda

- Quick Overview of Prevention
- Review the Fire Prevention Performance Data for 2024
 - *Budgeting by Priorities Performance Measures*
 - *Fire Strategic Plan Performance Standards*
 - *Loss v. Save 2024 Totals*
- Recommendations & Key Activities in 2025
- Next Steps

Fire Prevention Programs

- **Development plan review and inspections:** Plan review and inspection of construction activity within the City.
- **Fire (&) life safety inspections:** Regular inspections of occupied buildings for compliance with adopted fire and life safety codes.
- **System reliability:** Track and verify that code required testing, and maintenance on life safety systems are completed.
- **Fire investigations:** Determination of origin and cause for significant fire events.

2024 Fire Prevention Organization Chart



All uniformed staff are certified fire investigators



Building Lifecycle vs. Prevention Programs



Fire Prevention Performance Measurements

Budgeting by Priorities

- Safe & Resilient

- Dashboard Indicator: Fire Protection Class Rating from WSRB
- Dashboard Indicator: Percentage of fires confined to object or room of origin
- Program Measure: Percentage of scheduled Fire and Life Safety Inspections completed
- Program Measure: Percentage of fire systems with current test reports

- Vibrant & Connected

- Program Measure: Percentage of Building and Fire plan reviews completed within established timeframes

Other Performance Measurements

Fire Strategic Plan (2022-2027)

- Inspect 100% of high risk, 50% of moderate risk and 33% of low-risk occupancies annually
- Ensure 100% of fire protection systems are inspected annually
- Keep annual rate of structure fire incidents at or below yearly population growth rate
- Contain structure fires to room of origin 80% of the time or better
- Zero civilian fire deaths
- Prevent displacement for 95% of occupants impacted by fire

Outcomes influenced by Prevention via fire codes, inspections, code enforcement, and public education

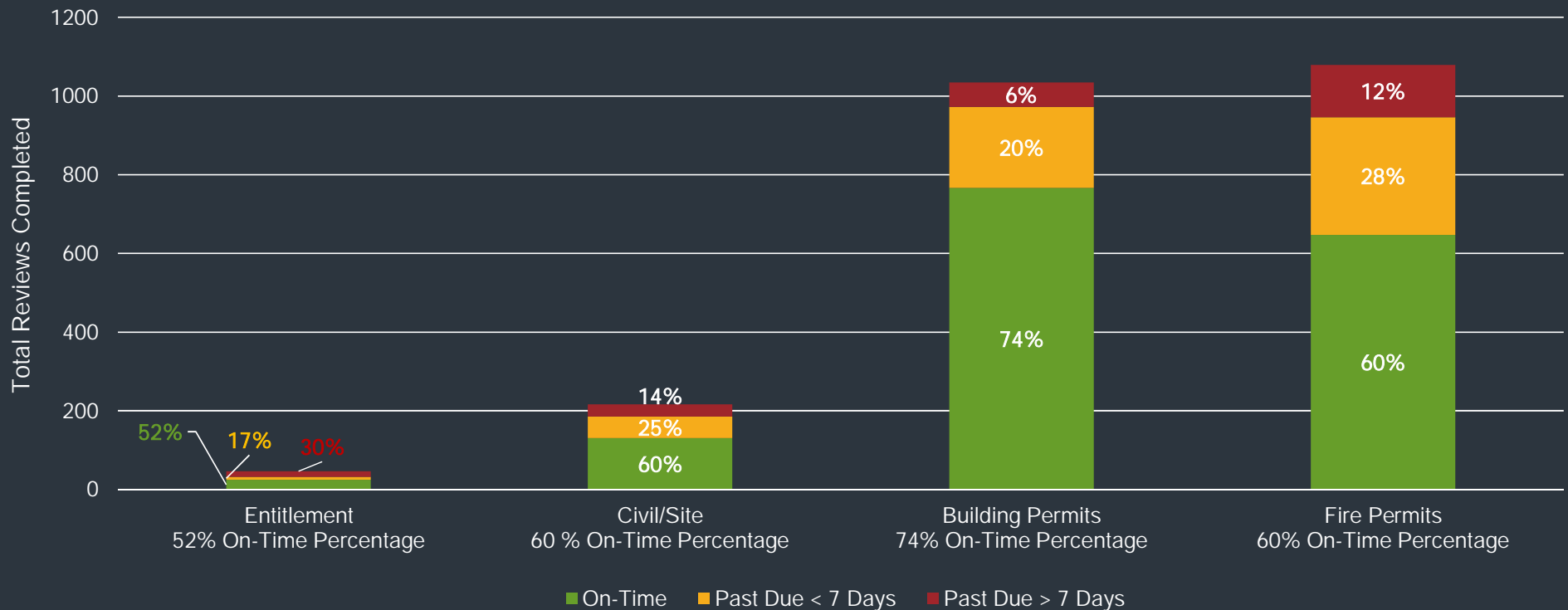
Percentage of Building and Fire Plan Reviews Completed Within Established Timeframes

- Plan review timelines are established by the Planning Department in the Development Services Center (DSC) based on they type of permit
- Performance is tracked in Energov by individual departments and the DSC overall
- 2024 DSC goal = 84%
- 2024 Fire performance = 67%

2024 Development Reviews



Review Performance



Percentage of Scheduled Fire and Life Safety Inspections Completed

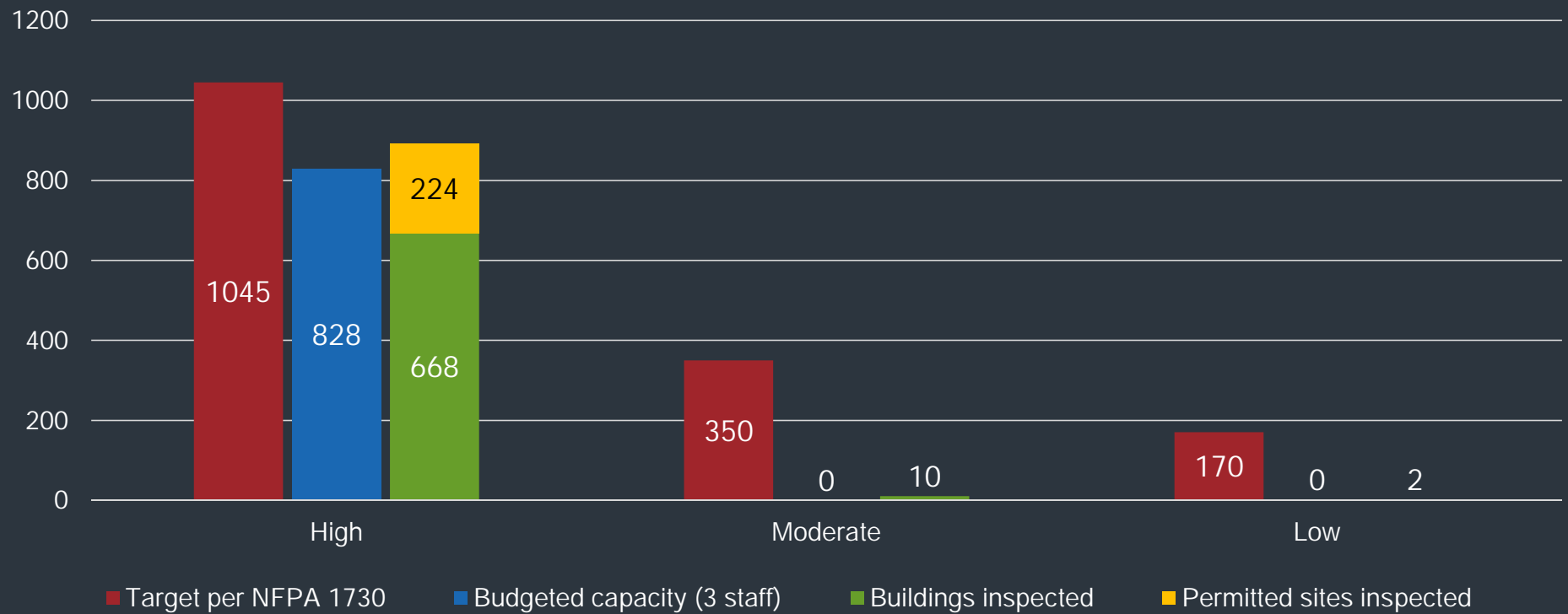
- Problematic measurement due to lack of clarity on 'scheduled' inspections
 - Annual goal should be building inspections based on NFPA 1730 (1,565 buildings in City)
- Inspection capacity is based on budgeted staffing levels
 - 2024 capacity with 3 Deputy Fire Marshals = 828 buildings

Inspect 100% of High-Risk, 50% of Moderate-Risk and 33% of Low-Risk Occupancies Annually

- Inspection frequency based on NFPA 1730 (1,565 buildings in City)
- Buildings are classified based on:
 - Type of occupancy, presence of required Fire Code permits, community importance, economic importance
- 2024 capacity = 53%
- 2024 Performance = 42.6%

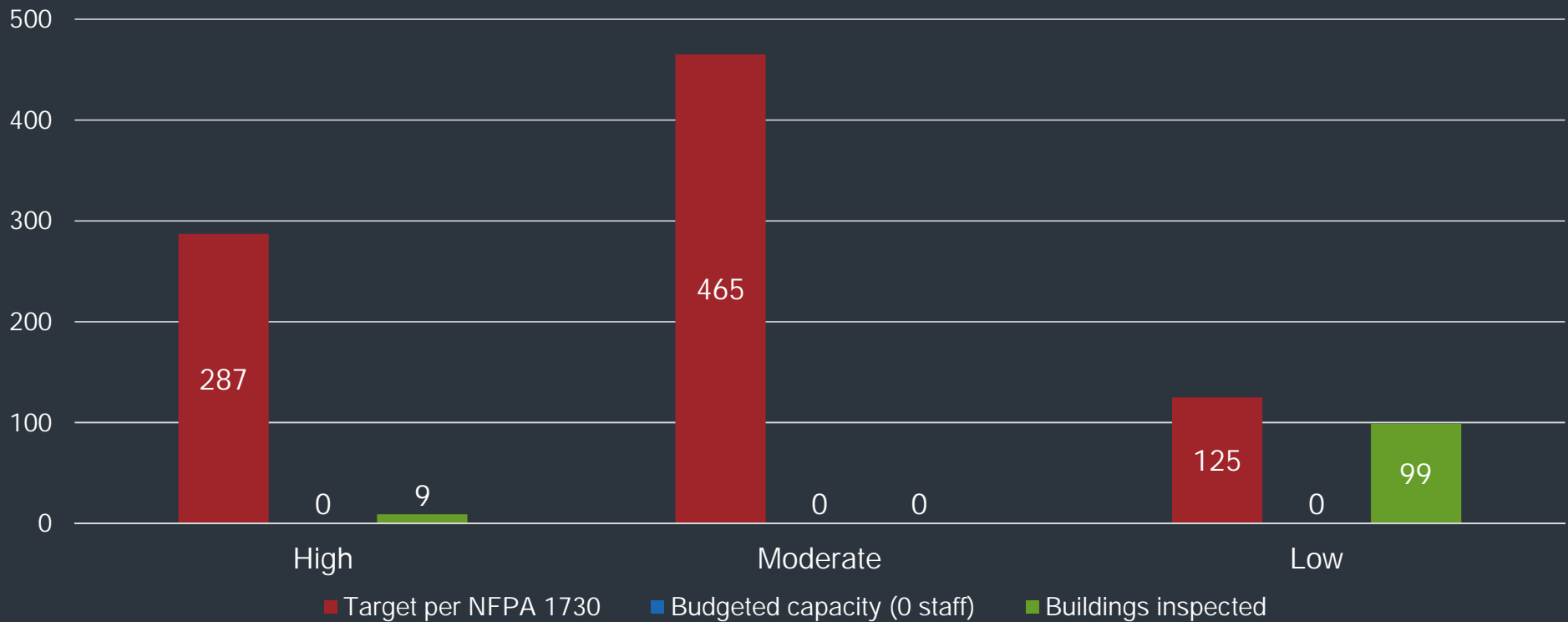
2024 Fire Life Safety Inspections

Commercial & Mixed-Use Buildings (Prevention)



2024 Fire Life Safety Inspections

Multifamily Residential Buildings (Suppression)



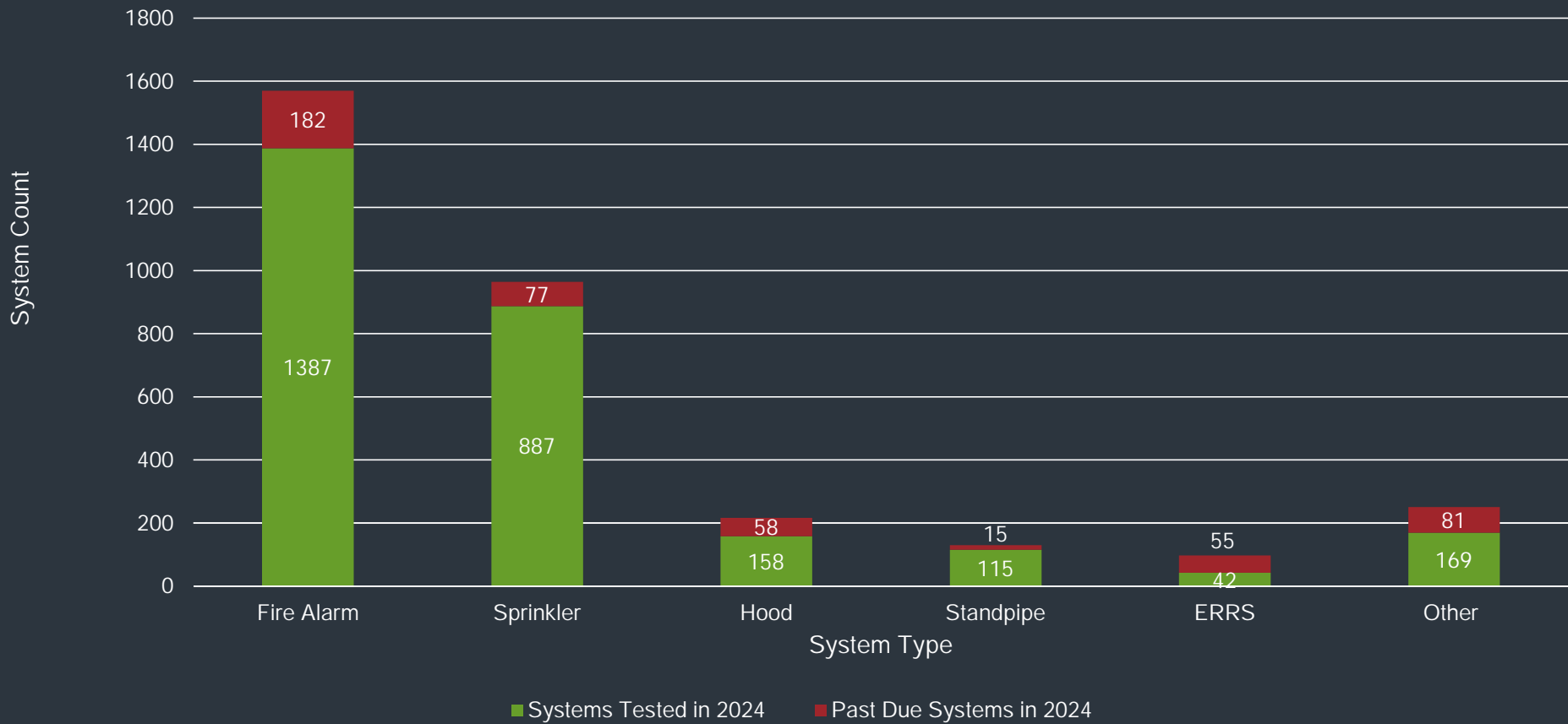
Percentage of Fire Systems with Current Test Reports

- Engineered life safety systems are installed in buildings to protect the occupants and the structure such as:
 - fire sprinklers, fire alarms, cooking hood suppression, smoke control, fire rated construction, emergency responder radios, fire dampers, and fire doors
- Inventory is maintained in The Compliance Engine (TCE) by staff
- Required testing and maintenance done by contractors with reports submitted into TCE
- Staff tracked status of 3,226 systems in 2024

Ensure 100% of Fire Protection Systems are Inspected Annually

- System inspection due dates are tracked in TCE
- Reminders and late notices are provided to contractors and system owners
- Staff working to build comprehensive inventory of existing systems
- Working with system owners and contractors to bring systems into compliance

System Reliability



Percentage of Fires Confined to Object or Room of Origin

- Performance goal = 80%
- Measurement identifies the number of fires that are extinguished prior to extending beyond the item or room of origin
- Determined by the Investigative Lead based on identified origin and cause

Keep annual rate of structure fires incidents at or below yearly population growth

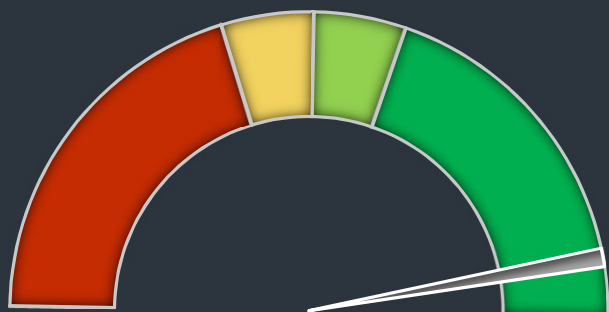
- How calculated
- Who measures it

Prevent Displacement for 95% of Occupants Impacted by Fire

- Fire displacement is when an occupant is not able to remain in or return to their business or residence for more than 24 hours
- This information is gathered by the on-scene investigator or responding crews from interviewing the occupants

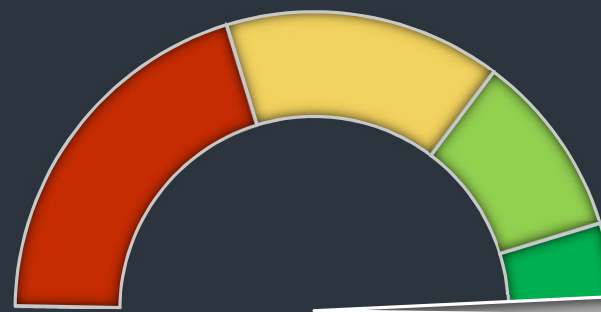
Zero civilian fire deaths

Outcomes (Jan 2019- December 2024)



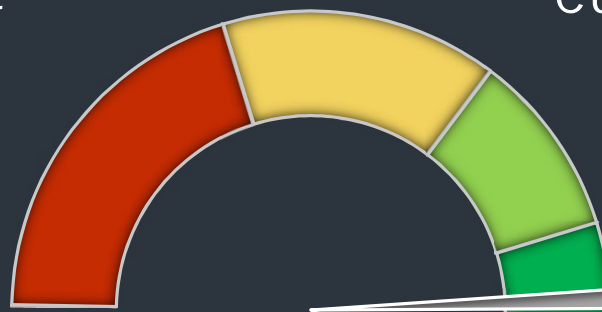
Fire Containment

94.7%



Continued Occupancy

99.6%



Value Saved*
*of investigated fires

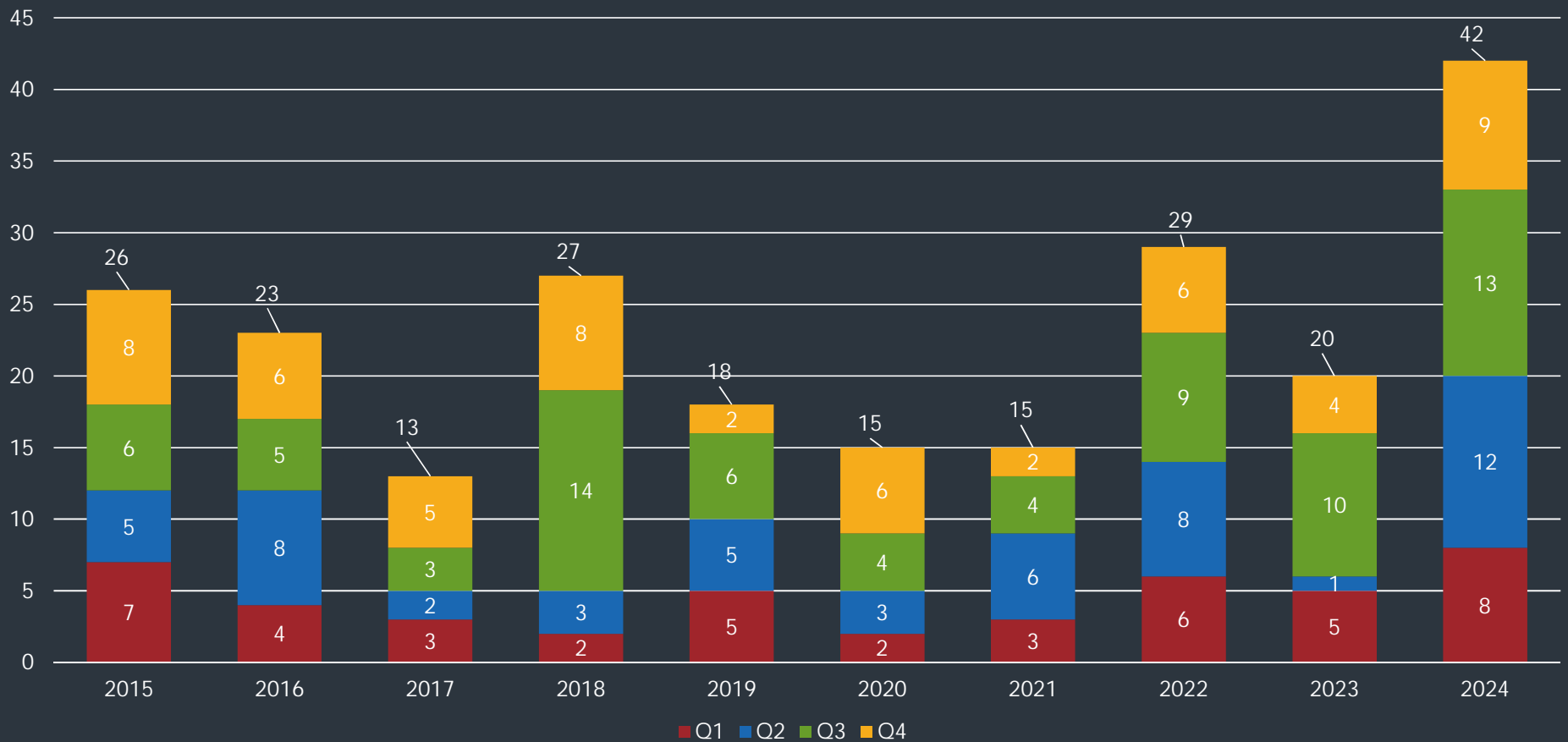
98.8%

- Meeting or exceeding the goal
- Reasonably close to goal
- Not meeting goal, needs improvement
- Not meeting goal, expedient effort to improve performance

Zero civilian fire deaths

Investigated Fires

Years at a Glance 2015 - 2024

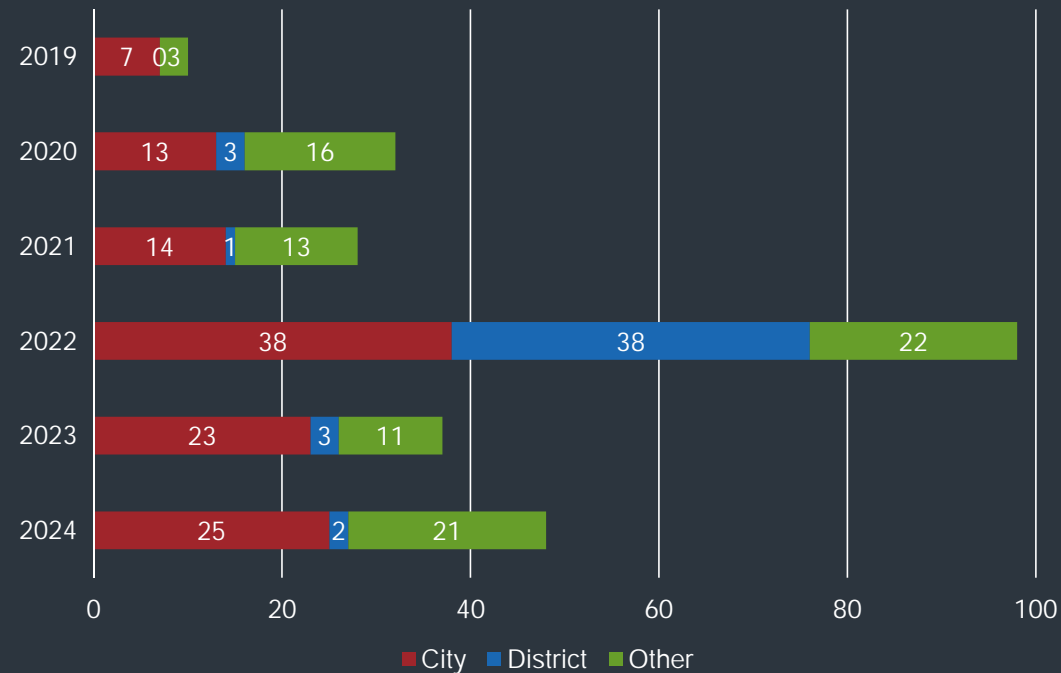


Fire Incidents by NFIRS* Code



| Code | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
|--|------------|------------|------------|------------|------------|------------|
| 100 - Fire, other | 25 | 18 | 16 | 31 | 28 | 21 |
| 111 - Building fire | 58 | 38 | 38 | 67 | 50 | 53 |
| 112 - Fires in structure other than in a building | 0 | 1 | 2 | 0 | 1 | 7 |
| 113 - Cooking fire, contained to container | 11 | 14 | 18 | 40 | 51 | 50 |
| 114 - Chimney or flue fire, confined for chimney or flue | 0 | 2 | 3 | 5 | 3 | 2 |
| 117 - Commercial compactor fire, confined to rubbish | 0 | 0 | 0 | 0 | 1 | 0 |
| 118 - Trash or rubbish fire contained | 2 | 3 | 3 | 7 | 5 | 9 |
| 122 - Fire in Motorome | 0 | 1 | 1 | 0 | 0 | 0 |
| 123 - Fire in portable building, fixed location | 0 | 0 | 1 | 1 | 1 | 0 |
| 130- Mobile property (vehicle) fire, other | 1 | 0 | 2 | 0 | 1 | 1 |
| 131 - Passenger vehicle fire | 9 | 7 | 14 | 15 | 23 | 11 |
| 132 - Road freight or transport vehicle fire | 1 | 1 | 0 | 5 | 1 | 4 |
| 136 - Self-propelled motor home or recreational vehicle | 0 | 1 | 0 | 0 | 0 | 0 |
| 137 - Camper or recreational vehicle (RV) fire | 0 | 0 | 0 | 0 | 0 | 0 |
| 140 - Natural vegetation fire, other | 13 | 19 | 29 | 38 | 46 | 15 |
| 141 - Forest, woods or wildland fire | 3 | 3 | 3 | 1 | 4 | 3 |
| 142 - Brush or brush and grass mixture fire | 11 | 6 | 11 | 12 | 21 | 20 |
| 143 - Grass fire | 2 | 0 | 2 | 0 | 5 | 2 |
| 150 - Outside rubbish fire, other | 5 | 5 | 8 | 11 | 7 | 7 |
| 151 - Outside rubbish, trash or waste fire | 9 | 7 | 3 | 14 | 10 | 11 |
| 152- Garbage Dump | 0 | 0 | 1 | 0 | 0 | 0 |
| 153 - Construction or demolition landfill fire | 0 | 0 | 1 | 1 | 0 | 0 |
| 154 - Dumpster or other outside trash receptacle fire | 5 | 6 | 9 | 6 | 9 | 9 |
| 155 - Outside stationary compactor/compacted trash fire | 1 | 0 | 0 | 0 | 1 | 0 |
| 160 - Special outside fire, other | 2 | 9 | 7 | 21 | 13 | 45 |
| 161 - Outside Storage | 0 | 0 | 0 | 1 | 0 | 1 |
| 162 - Outside equipment fire | 0 | 1 | 4 | 2 | 0 | 6 |
| 164 - Outside Mailbox | 0 | 0 | 0 | 1 | 0 | 0 |
| Blank, Unspecified | 1 | 0 | 0 | 1 | 1 | 1 |
| Total | 159 | 142 | 176 | 280 | 282 | 278 |

Fire Incident Totals by Year and Jurisdiction Q4 Quarter over Quarter



Annual Totals: City, District, Other

*National Fire Incident Reporting System

Key Activities in 2025

- Creating a CRR/Prevention/Community Risk Reduction Charter
 - Defining roles
 - Memorializing fiscal policy and expectations
 - Enhancing community risk reduction and public education
 - Defining more meaningful Performance Measures
- Prevention Fee Study
 - Total cost recovery for Development Services and FLS
 - Service enhancement opportunities in Fire Life Safety
 - Staffing/organizational recommendations

Next Steps - Request for Information

- Does Council want to see any changes to quarterly updates?
- Is there anything we should consider as we develop our charter and during our fee study?

Thank You

.....
Any Questions?

FM Rich Gieseke
rgieseke@redmond.gov



Executive Summary – 2024 Fire Prevention Performance Report

Introduction

The Redmond Fire Prevention Division is committed to ensuring the safety and resilience of the community by enforcing fire codes, conducting inspections, and implementing fire prevention strategies. This report provides an overview of the division’s performance in 2024, measured against established performance goals.

Key Achievements in 2024

- **Development and Construction Services:** Reviewed and inspected hundreds of building plans, ensuring compliance with fire safety codes to protect future occupants and emergency responders.
- **Fire Life Safety Inspections:** Conducted fire and life safety inspections in commercial, mixed-use, and multifamily buildings, improving code compliance and reducing fire hazards.
- **Fire System Reliability:** Tracked and monitored over 3,200 fire protection systems to verify required maintenance and testing were completed, ensuring functionality in emergencies.
- **Fire Investigations:** Investigated fire incidents to determine their origin and cause, supporting law enforcement in arson cases and identifying trends for prevention efforts.
- **Public Education and Risk Reduction:** Engaged the community through targeted fire prevention outreach and risk-reduction strategies during the spring safety fair and fire prevention week with a focus on cooking fires.

Performance Measurement Results

- **Building and Fire Plan Review Timeliness:** Fire permit reviews met established timeframes 60% of the time, compared to the Development Services Center’s goal of 84%.
- **Fire Life Safety Inspections:** 42.6% of targeted buildings were inspected, compared to the goal of 53% based on available staffing resources.
- **Fire System Testing Compliance:** Over 2,750 fire system reports were received, yet a notable percentage of systems remained overdue for required testing and maintenance.
- **Fire Containment Success:** 94.7% of fires investigated in 2024 were confined to the object or room of origin, exceeding the 80% goal.
- **Occupant Displacement Prevention:** 99.6% of fire-impacted occupants were able to return to their residence or business within 24 hours, aligning with strategic plan objectives.
- **Zero Civilian Fire Deaths:** No fire-related fatalities were recorded in 2024, demonstrating the effectiveness of fire prevention efforts.

Challenges and Areas for Improvement

- **Inspection Coverage:** Staffing constraints limited the ability to meet all NFPA 1730 recommendations for high, moderate, and low-risk occupancies.
- **Fire System Compliance:** Continued efforts are needed to ensure timely testing and maintenance of all life safety systems.
- **Development Review Efficiency:** Improvement strategies are being explored to enhance permit review completion rates and reduce project delays.

- **Data Tracking and Reporting:** Enhancements in tracking scheduled vs. completed inspections will improve future performance measurement accuracy.

Key Focus Areas for 2025

- **Refining Performance Metrics:** Establishing clearer definitions for scheduled inspections and tracking compliance rates more effectively.
- **Community Risk Reduction Expansion:** Enhancing public education initiatives and engagement with high-risk groups.
- **Fire System Reliability Program Growth:** Strengthening compliance enforcement for life safety system maintenance.
- **Collaboration with Development Services:** Working towards streamlining fire review processes for construction projects.

Conclusion

The Fire Prevention Division continues to provide critical services to ensure the safety of Redmond's residents and businesses. While significant progress was made in 2024, challenges remain in meeting inspection goals and fire system compliance. The division will focus on refining performance tracking, increasing efficiency in development reviews, and strengthening fire prevention outreach in 2025. This report serves as an informational update to highlight achievements, challenges, and ongoing efforts to enhance fire prevention services within the city.

| | | | |
|---|--|----------------------------------|-------------------------------|
| Department / Division | Department of Executive Services, Office of Emergency Management | | |
| Subrecipient | Seattle Fire Department | | |
| Project Title | Seattle Fire SHSP FFY 22 | | |
| Agreement Amount | \$ 332,192.00 | | |
| Agreement Period From | September 01, 2022 | Agreement Period To | March 30, 2025 |
| Subrecipient Unique Entity Identifier (UEI) | V6NCY5EV6AY6 | Tax ID Number (TIN) | 91-6001275 |
| Federal Award Identification # | EMW-2022-SS-00056-S01 | Federal Award Date | 09/02/2022 |
| Total Federal Award Amount | \$13,905,347 | Federal Funding Authority | US Dept. of Homeland Security |
| Purpose & Description: | | | |
| The objective of the Federal Fiscal Year (FFY) 2022 Homeland Security Grant Program (22HSGP) is to fund state, local, tribal, and territorial efforts to prevent terrorism and prepare the nation for threats and hazards that pose the greatest risk to the security of the United States. 22HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal of a secure and resilient nation. 22HSGP 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. | | | |

**KING COUNTY SUBRECIPIENT GRANT AGREEMENT
FOR FFY 22 HOMELAND SECURITY GRANT, STATE HOMELAND SECURITY PROGRAM**

THIS AGREEMENT is entered into by KING COUNTY (the "County" or "KCOEM"), and the SEATTLE FIRE DEPARTMENT (the "Subrecipient"), whose address is 301 2nd Avenue South Seattle, WA 98104-2618;

WHEREAS, the County has been advised that the funding source of this grant is the federal fiscal year (FFY) **2022 State Homeland Security Program**, Assistance Listing (formerly CFDA) # **97.067** Homeland Security Grant Program (HSGP), Washington State Military Department Agreement # **E23-087**;

WHEREAS, the County desires to have certain services performed by the Subrecipient as described through this subaward of funds pursuant to this Agreement;

WHEREAS, the Subrecipient desires to acquire equipment and perform trainings to further the goals of the Homeland Security Grant Program, in exchange for reimbursement of HSGP grant funding from the County; and

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. EXHIBITS

The Subrecipient shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits, which are incorporated herein by reference:

| | |
|--|------------------------------|
| <u>Scope of Work and Project Timeline</u> | Attached hereto as Exhibit A |
| <u>Budget</u> | Attached hereto as Exhibit B |
| <u>Certificates of Insurance/Endorsements</u> | Attached hereto as Exhibit C |
| <u>Contract between King County and Washington State Military Department</u> | Attached hereto as Exhibit D |

II. **GRANT AGREEMENT PERFORMANCE PERIOD**

- A. This Agreement shall commence on September 01, 2022, and shall terminate on March 30, 2025, unless extended or terminated earlier, pursuant to the terms and conditions of this Agreement.
- B. All work under this Agreement must end on or before the Agreement End Date, which is March 30, 2025.

III. **AGREEMENT REPRESENTATIVES**

- A. King County's Project Manager for this Agreement is Nathan Drain at the King County Office of Emergency Management. The Project Manager is responsible for monitoring the performance of the Subrecipient, approving actions by the Subrecipient when required by this Agreement, approving Reimbursement Requests submitted by the Subrecipient, and accepting reports submitted by the Subrecipient.
- B. The Subrecipient's representative for this Agreement is Margie Viall, Grants and Contracts Manager, who will be the contact for all communications regarding this Agreement.
- C. Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent to King County or the Subrecipient by U.S. mail, fax, or email at the addresses provided below:
- D. If to King County:
 - i. Nathan Drain
 - ii. King County Office of Emergency Management
 - iii. 3511 NE 2nd St.
 - iv. Renton, WA 98056
 - v. PH: 206-205-3419 / FAX: 206-205-4056
 - vi. ndrain@kingcounty.gov
- E. If to the Subrecipient:
 - i. Kathryn Finau
 - ii. Seattle Fire Department
 - iii. Grant Manager
 - iv. 301 2nd Avenue South
 - v. Seattle, WA 98104-2618
 - vi. PH: 206-304-0815
 - vii. kathryn.finau@seattle.gov

- F. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

IV. SCOPE OF WORK

- A. The Subrecipient shall complete the project(s) and activities identified in the scope of work within the Grant Agreement Performance Period identified in Section II. KCOEM reimbursement requests will be processed if they are deemed allocable, in KCOEM's sole discretion, to the project(s) activities set forth in the scope of work and allowable according to the budget categories within this Agreement. Exhibit A contains the Scope(s) of Work for this Agreement.
- B. The parties agree that Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government. The FFY 2022 HSGP's allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

V. OPERATING BUDGET

- A. This is a reimbursement Agreement and will not exceed \$ 332,192.00 (three hundred thirty two thousand one hundred ninety two dollars) with reimbursement payable to the Subrecipient for eligible costs for satisfactory performance of the work under this Agreement. The Agreement amount is the sum of the solution area(s) of one or more projects identified in the scope of work. The Subrecipient shall apply the funds received from the County under this Agreement in accordance with the budget, if included within an Exhibit.
- B. The Subrecipient shall request prior approval to amend this Agreement for transfers that affect the Salaries & Benefits, Overtime, Contracting- Personnel, and/or Pass Through- Personnel categories. In addition, prior approval is required for cumulative transfers between project budgets, as identified in the Budget (Exhibit C), that exceed 10% of the grant Agreement.
- C. The Federal FFY 2022 HSGP stipulates the following for the overall grant funding; specific caps or thresholds for this Agreement may differ:
1. Up to 5 percent of HSGP funds awarded may be used for management and administrative purposes directly related to administration of the grant.
 2. At least 25 percent of the combined HSGP funds allocated under SHSP and UASI are dedicated towards law enforcement terrorism prevention activities (LETPA) linked to one or more capabilities within the NPG. The LETPA allocation can be from SHSP, UASI or both.
 3. Personnel expenses may not exceed 50 percent of the HSGP award.
 4. Percentages applicable to the Sub-grantee under this Grant Agreement may differ from the above overall FFY 2022 HSGP grant stipulations:

5. The Grant Agreement percentage for management and administration purposes may be less than, but will not exceed, the maximum 5 percent.
6. The Grant Agreement LETPA percentage may vary, but the Sub-grantee must meet the percentage identified on Exhibit C- Budget Sheet as a minimum.
7. The Grant Agreement percentage for personnel expenses may vary, but the Subrecipient must not exceed the percentage identified on Exhibit C- Budget Sheet.
8. If the Subrecipient chooses to include indirect cost within the Budget, the rate shall be submitted to the County. The rate shall be supported by either a copy of an approved federally recognized indirect cost rate agreement negotiated between the Subrecipient and the federal cognizant agency, or a copy of Subrecipient's federally recognized indirect cost rate proposal as allowed in 2 CFR 200, Appendix VII(D)(1)(a)&(b).
 - a. If no approved federally recognized indirect cost rate exists then:
 - i. The Subrecipient may negotiate with the county per 2 CFR 200.331(a)(4)
 - ii. The Subrecipient may elect to charge a de minimis rate of 10% to of its federal awards per 2 CFR 200.414(f)

VI. REIMBURSEMENT AND METHOD OF PAYMENT

- A. Reimbursement for eligible costs for satisfactory work performance shall be payable upon receipt of a properly completed KCOEM Reimbursement Request.
- B. KCOEM Reimbursement Requests may be submitted monthly after expenses have been incurred. If a reimbursement request is not submitted within a quarter, the Subrecipient must submit a progress report indicating the status of the project for the reporting quarter. See Section VII for Reporting Requirements pertaining to reimbursement requests.
- C. Unless specifically required with submission of the KCOEM Reimbursement Request, the Subrecipient shall maintain and have available for inspection and audit, detailed supporting documentation of all costs for which reimbursement is requested, which documents its allowability, allocability, reasonableness, and necessity for the grant funded project/program.
 1. Documentation includes, but is not limited to,
 - a. Paid invoices to vendors;
 - b. Paid expense claim forms;
 - c. Canceled warrants/checks;
 - d. Time reports, with supervisory approval;
 - e. Sign-In Sheets; and
 - f. Quotes, RFPs, or other documentation of procurement.
 2. Subject to inspection upon the County's request:

- i. Demonstrated pharmacy inventory system for medications, § XIII.F
 - ii. AEL support documentation, § XIII.B, C, D, E
- D. KCOEM Reimbursement Requests that include personnel related costs shall include with the submission a labor pay summary report, which, at a minimum, must include each employees': name, dates of service, hours, rates of pay, and total costs, including associated benefits.
- E. KCOEM Reimbursement Requests that include equipment with an acquisition cost of \$5,000 or more shall include:
 - 1. A Grant Funded Equipment form;
 - 2. Copy of the vendor's invoice; and
 - 3. Packing slip
 - a. In lieu of a packing slip, include a statement on the vendor's invoice signed and dated by the Subrecipient's authorized representative that states "all items invoiced have been received in good working order, are operational, and have been inventoried according to agreement and local procurement requirements."
- F. The final KCOEM Reimbursement Request must be submitted to the County no later than forty-five (45) calendar days after the Agreement End Date of the performance period. The maximum amount of all reimbursement requests permitted to be submitted under this Grant Agreement, including the final KCOEM Reimbursement Request, is limited to and shall not exceed the total Grant Agreement Amount.
- G. Payment will be considered timely if mailed by the County to the Subrecipient within thirty (30) calendar days after receipt of a properly completed KCOEM Reimbursement Request. Payment will be sent to the address designated by the Subrecipient on the KCOEM Reimbursement Request form. The County may, at its sole discretion, withhold payments claimed by the Subrecipient for services rendered if the County has determined that the Subrecipient has failed to satisfactorily comply with any term or condition of this Agreement.
- H. The County does not incur liability for any payment to the Subrecipient that is subsequently disallowed by Washington State ("State") or Federal granting agencies. The County reserves the right to withhold or recoup payment for work or activities determined by funding agencies to be ineligible for reimbursement.

VII. REPORTING REQUIREMENTS

- A. The Subrecipient shall submit narrative progress reports with each KCOEM Reimbursement Request submission. The report must include the Subrecipient's progress in implementing the Scope of Work, including any problems encountered and possible need for adjustments to the budget. If a KCOEM Reimbursement Request is not submitted within a quarter, the Subrecipient must submit a progress report indicating the status of the project for the reporting quarter.

- B. The Subrecipient shall submit a closeout report and a final grant funded typed resource report no later than forty-five (45) calendar days after Agreement End Date. The closeout report must describe all completed activities, and include a summary of the accomplishments and any difficulties the Subrecipient had in executing the project(s).
- C. The Subrecipient shall participate in the State's annual capabilities assessments for the State Preparedness Report.

VIII. MAINTENANCE OF RECORDS

- A. The Subrecipient shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Agreement funds and compliance with this Agreement.
- B. This Agreement and all records generated pursuant to it are public records under chapter 42.56 RCW. Such records shall be maintained for a period of six (6) years from the date that the grant is closed. The County will notify the Subrecipient of the date the grant is closed. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

IX. EVALUATIONS AND INSPECTIONS

- A. The Subrecipient shall provide right of access to its facilities, including those of any subcontractor, to the County, the State, and/or federal agencies or officials at all reasonable times to monitor and evaluate the services provided under this Agreement. The County shall give advance notice to the Subrecipient in the case of fiscal audits to be conducted by the County.
- B. The records and documents with respect to all matters covered by this Agreement shall be subject at all time to inspection, review, or audit by the County and/or federal/State officials so authorized by law during the performance of this Agreement and six (6) years from the date that the grant is closed. The County will notify the Subrecipient of the date the grant is closed. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.
- C. The Subrecipient agrees to cooperate with the County or its agent in the evaluation of the Subrecipient's performance under this Agreement and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.

X. ADMINISTRATIVE REQUIREMENTS

The Subrecipient shall comply with all applicable State and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of "The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2022 Homeland Security Grant Program" (hereafter "the NOFO") document, the FEMA Preparedness Grants Manual document, Version 3, published May 2022 (hereafter "the Manual"), the DHS Award Letter for Grant No. EMW-2022-SS-00056-S01, and the federal regulations commonly

applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The DHS Award Letter is incorporated in this Agreement as Attachment C.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the County, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. Subawards & Contracts by Subrecipients

1. If the Subrecipient also becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient, the Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 22HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.
 - a. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 22HSGP funds, including, but not limited to, those contained in 2 CFR 200.
 - b. The Subrecipient shall require its subrecipient(s) to comply with all applicable State and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the NOFO, the Manual, the DHS Award Letter for Grant No. EMW-2022-SS-00056-S01 in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.
 - c. The Subrecipient shall be responsible for ensuring that all 22HSGP federal award funds provided to its subrecipients are used in accordance with applicable federal and State statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

XI. ADDITIONAL REQUIREMENTS

- A. The Subrecipient agrees that all exercises must comply with the Homeland Security Exercise Evaluation Program (HSEEP). Upon completion of the exercise, an After Action report and an Improvement Plan must be prepared and submitted to the FEMA portal within 60 days of completion of the exercise.
- B. The Subrecipient agrees that to receive any federal preparedness funding, all Environmental & Historical Protection (EHP) Program compliance requirements outlined in applicable guidance must be met. The EHP review process must be completed and approval received by the Subrecipient before any work is started for which reimbursement will later be requested. Expenditures for projects started before completion of the EHP review and receipt of approval by the Subrecipient may not be reimbursed. The Subrecipient is advised that any project or expenditure with the

potential to impact natural or biological resources or historic properties, including but not limited to communication towers, physical security enhancements, new construction, renovation, or modification to buildings or structures, cannot be initiated until FEMA has completed the required EHP review. If potential impact is identified, EHP review is required prior to project implementation. Projects implemented prior to receiving EHP approval from FEMA risk de-obligation of funds.

- C. The Subrecipient agrees that to receive FFY 2022 HSGP federal preparedness funding, it will meet all National Incident Management System (NIMS) compliance requirements outlined in FFY 2022 HSGP Grant Guidance.
- D. Grant funds may not be used to replace or supplant existing funding. The County may require the Subrecipient to document that grant funds are not being used to replace or supplant existing funding.
- E. The Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, and request for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- F. As a subrecipient of federal financial assistance under this Agreement, the Subrecipient shall comply with all applicable State and federal statutes, regulations, executive orders, and guidelines, including but not limited to the following:
 - 1. All applicable State and federal statutes, regulations and executive orders relating to nondiscrimination, including but not limited to the following: (a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.) which prohibits discrimination on the basis of race, color or national origin; (b) the Civil Rights Act of 1968 (42 U.S.C. 3601), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex; (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§1681 et seq.), which prohibits discrimination on the basis of sex; (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794), which prohibits discrimination on the basis of disability; (e) the Age Discrimination Act of 1975, as amended (42 U.S.C §§6101 et seq.), which prohibits discrimination on the basis of age; (f) Clean Air Act of 1970, (g) Clean Water Act of 1977, (h) Coastal Wetlands Planning, (i) Protection, and Restoration Act of 1990, (j) the Fair Housing Amendments Act of 1988, as amended (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (k) the Americans with Disabilities Act, as amended (42 U.S.C. §§ 12101-12213) which prohibits discrimination on the basis of disability; and (l) Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency.
 - 2. All applicable State and federal statutes, regulations, executive orders and guidelines relating to environmental and historical preservation, including but not limited to the following: (a) the Coastal Wetlands Planning, Protection and Restoration Act of 1990, as amended (16 U.S.C. 3951 et seq.), Executive Order 11990 and 44 CFR Part 9; (b) the Clean Air Act of 1970, as amended (42 U.S.C. §7401) and the Clean Water Act of 1977, as amended (38 U.S.C. §§ 1251-1387) and Executive Order 11738; (c) floodplains management pursuant to EO 11988, as amended; (d) the Coastal Zone Management Act of 1972, as

amended (P.L. 92-583, 16 U.S.C. §§1451 et seq.); (e) the National Environmental Policy Act, as amended (42 U.S.C. §4321); (f) the Safe Drinking Water Act of 1974, as amended (PL 93-523); (g) the Endangered Species Act of 1973, as amended (PL 93-205); and (h) the National Historic Preservation Act, as amended (PL 89-665, 16 U.S.C. §470 et seq.) and 36 CFR Part 800.

3. The Drug-Free Workplace Act of 1988, as amended (41 U.S.C. §701 et seq., 2 CFR 3001, 44 CFR Part 17).
4. Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104) and 2 CFR §175.
5. The requirements of 45 CFR Part 46 Protection of Human Subjects for purposes of research, and the requirements in DHS Directive 026-04.
6. The requirements of the Animal Welfare Act of 1966, as amended (7 U.S.C. §2131 et. seq.).
7. The Flood Disaster Protection Act of 1973 the National Flood Insurance Act of 1968, as amended (42 U.S.C. §4001 et seq.).
8. The USA Patriot Act of 2001, as amended (18 U.S.C. §§175-175c).
9. The Fly America Act of 1974, as amended (49 U.S.C. §40118) and the interpretive guidelines issued by the Comptroller General of the United States March 31, 1981, amendment to Comptroller General Decision B138942.
10. The False Claims Act (FCA) (31 U.S.C. § 3729).
11. Section 6 of the Hotel and Motel Safety Act of 1990 (15 U.S.C. §2225(a), ensuring that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention Control Act of 1974, 15 U.S.C. §2225.
12. If funding is allocated to a Fusion Center investment, the Subrecipient must ensure all Fusion Center analytical personnel demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for State, local, and tribal Intelligence Analysts, which outlines the minimum categories of training needed for intelligence analysts. All training to ensure baseline proficiency in intelligence analysis and production must be completed within six (6) months of hiring unless the analyst has previously served as an intelligence analyst for a minimum of two (2) years. Proof of satisfaction of this requirement must be accessible to the County Key Personnel as applicable.

XII. PROCUREMENT AND FINANCIAL MANAGEMENT

- A. All sole source contracts over \$100,000 must be reviewed and approved by the County prior to execution of a contract. This requirement applies to all the Subrecipient's sub-contractors, and the Subrecipient will be responsible for reviewing and approving their sub-contractor's sole source justifications.
- B. No travel or subsistence costs, including lodging and meals, reimbursed with federal funds may exceed federal maximum rates which can be found at <http://www.gsa.gov>.

- C. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:
1. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
 4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by

Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 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 any other award covered by 31 U.S.C. 1352. Each tier must also 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 non-Federal award.

10. Procurement of recovered materials -- As required by 2 CFR 200.322, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
 11. Notice of federal awarding agency requirements and regulations pertaining to reporting.
 12. Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
 13. Access by the County, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 14. Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.
 15. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 16. Pursuant to Executive Order 13858 "*Strengthening Buy-American Preferences for Infrastructure Projects*," the County encourages Subrecipients to use, to the greatest extent practicable and consistent with the law, the use of goods, products, and materials produced in the United States in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
 17. Per 2 C.F.R. 200.16, prohibitions regarding certain telecommunications and video surveillance services or equipment and mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018).
- D. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the County for forwarding to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination,

recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

- E. Subrecipient must obtain prior approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- F. All recipients of financial assistance will comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- G. If the Subrecipient collects personally identifiable information (PII), the Subrecipient must have a publicly available policy that describes what PII is collected, how the PII is used, whether the PII is shared with third parties, and how individuals may have their PII corrected as necessary.
- H. The Subrecipient and any of its sub-recipients are required to be non-delinquent in repayment of any federal debt.

XIII. EQUIPMENT MANAGEMENT

- A. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:
 - 1. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.
 - 2. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
 - 3. Inventory system records shall include:
 - a. Description of the property;
 - b. Manufacturer's serial number, model number, or other identification number;
 - c. Funding source for the property, including the Federal Award Identification Number (FAIN);
 - d. Assistance Listings Number (formerly CFDA number);
 - e. Who holds the title;
 - f. Acquisition date;

- g. Cost of the property and the percentage of federal participation in the cost;
 - h. Location, use and condition of the property at the date the information was reported;
 - i. Disposition data including the date of disposal and sale price of the property.
4. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
 5. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.
 6. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the County's Key Personnel.
 7. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
 8. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
 9. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
 10. For Equipment:
 - a. Items with a current per-unit fair-market value of five thousand dollars (\$5,000) or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.

- b. Items with a current per-unit fair-market value in excess of five thousand dollars (\$5,000) may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
11. Records for equipment shall be retained by the Subrecipient for a period of six (6) years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six- (6-) year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
12. Allowable equipment categories for HSGP are listed on the Authorized Equipment List (AEL) located on the FEMA website at <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program and includes items that may not be categorized as equipment according to the federal, State, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.
13. If the item is not identified on the AEL as allowable under HSGP, the Subrecipient must contact the County's Key Personnel for assistance in seeking FEMA approval prior to acquisition.
14. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
15. If funding is allocated to emergency communications, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at <https://www.cisa.gov/safecom/funding>, ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.
16. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
 - a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

17. This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018). Recipients and subrecipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the Preparedness Grants Manual and applicable Notice of Funding Opportunity.
18. Per section 889(f)(2)-(3) of the FY 2019 NDAA, and 2 CFR 200.216, covered telecommunications equipment or services means:
 - a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
19. For OPSG Subrecipients, items budgeted as equipment in an approved Operations Order must follow all associated equipment regulations in the 2 CFR 200.313 and must be marked prominently with "Purchased with DHS funds for Operation Stonegarden Use" when practicable.
20. The Subrecipient must pass through equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

XIV. INTERNAL CONTROLS AND ACCOUNTING SYSTEM

- A. The Subrecipient shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, financial and governmental reporting standards as prescribed by the appropriate accounting standards board.

XV. KING COUNTY RECYCLED PRODUCT PROCUREMENT POLICY

- A. The Subrecipient is encouraged to use recycled and other environmentally preferable products whenever practicable.

- B. The Subrecipient shall use recycled paper for all printed and photocopied documents related to the fulfillment of this Agreement, and shall, whenever practicable, use both sides of the paper.

XVI. COMPLIANCE WITH APPLICABLE LAW

- A. The Subrecipient shall comply with all applicable federal, State, tribal government, and local laws, regulations, and policies.
- B. The County is not responsible for advising the Subrecipient about, or determining the Subrecipient's compliance with, applicable laws, regulations and policies.
 - 1. In the event of the Subrecipient's noncompliance or refusal to comply with any applicable law, regulation or policy, the County may rescind, cancel, or terminate the contract in whole or in part. The Subrecipient is responsible for any and all costs or liability arising from the Subrecipient's failure to comply with applicable law, regulation or policy.
 - 2. In the event of a conflict between any of the language contained in any exhibit or any attachment to this Agreement, the language in the Agreement shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

XVII. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- A. Equal Benefits to employees with Domestic Partners.
 - 1. Pursuant to Ordinance 14823 and as amended by Ordinance 16586, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of a competitive award of a contract valued at \$25,000 or more, non-public Contractors agree not to discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners or employees who reside with legally domiciled members of households during the performance of this Agreement. Failure to comply with this provision shall be considered a material breach of this Agreement and may subject the Subrecipient to administrative sanctions and remedies for breach.
 - 2. When a competitively awarded contract is valued at \$25,000 or more, the Subrecipient shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 [which is codified at King County Code (KCC) Chapter 12.19], and related administrative rules are incorporated herein by reference. They are also available online at:
http://www.kingcounty.gov/operations/procurement/Services/Equal_Benefits.aspx .
- B. Nondiscrimination in Employment or Provision of Services
 - 1. During the performance of this Agreement, neither the Subrecipient nor any party subcontracting under the authority of this Agreement shall discriminate or tolerate harassment on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression of age except by minimum age and retirement provisions, unless

based upon a bona fide occupational qualification in the employment or application for employment or in the administration or delivery of services or any other benefits under this Agreement.

C. Nondiscrimination in Subcontracting Practices

1. During the term of this Agreement, the Subrecipient shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Subrecipient shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

D. Compliance with Laws and Regulations

1. The Subrecipient shall comply fully with all applicable federal, State and local laws, ordinances, executive orders, OMB Circulars and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the Robert T Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), the American with Disabilities Act, and the Restoration Act of 1987. In addition, King County Code chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this Agreement. The Subrecipient shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

E. Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities

1. The County encourages the Subrecipient to utilize small businesses, including Small Contractors and Suppliers (SCS) as defined below, and minority-owned and women-owned business enterprises certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) in County contracts. The County encourages the Subrecipient to use the following voluntary practices to promote open competitive opportunities for small businesses, including SCS firms and minority-owned and women-owned business enterprises.
2. Inquire about King County's Contracting Opportunities Program. King County has established a Contracting Opportunities Program to maximize the participation of SCS firms in the award of County contracts. The Program is open to all SCS firms certified by King County Business Development and Contract Compliance (BDCC). As determined by BDCC and identified in the solicitation documents issued by the County, the Program will apply to specific contracts. However, for those contracts not subject to the Program or for which the Subrecipient elected not to participate in the Program during the solicitation stage, the Subrecipient is still encouraged to inquire voluntarily about available firms. Program materials, including application forms and a directory of certified SCS firms, are available at the following website:
<http://www.kingcounty.gov/bdcc>.

- a. The term SCS means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at 50 percent of the Federal Small Business Administration small business size standards using the North American Industry Classification System and Owners' Personal Net Worth less than \$750,000;
3. Contact the Washington State Office of Minority and Women's Business Enterprises to obtain a list of certified minority-owned and women-owned business enterprises by visiting their website at <http://www.omwbe.wa.gov/> or by telephone 866-208-1064; and
 4. Use the services of available community organizations, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including SCS firms and minority-owned and women-owned business enterprises.
- F. Equal Employment Opportunity Efforts
1. The Subrecipient shall undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, or age. The Subrecipient's equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Subrecipient agrees to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.
- G. Compliance with Section 504 of the Rehabilitation Act of 1973 as amended (Section 504) and the American Disabilities Act of 1990 as amended (ADA)
1. Pursuant to Title II of the ADA and Section 504 the County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs, or activities are carried out by contractors. The Subrecipient agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Agreement in the same manner as King County is obligated to under Title II of the ADA, and Section 504 and shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this section shall be a material breach of, and grounds for, the immediate termination of this Agreement.
 2. The Subrecipient agrees to provide to persons with disabilities access to programs, activities, and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16; and
 3. The Subrecipient shall not discriminate against persons with disabilities in providing the work under the Contract. In any subcontracts for the programs,

activities and services under their contract or agreement, the Subrecipient shall include the requirement that the subcontractor provide to persons with disabilities access to programs, activities and services provided under the contract or agreement as required by the disability access laws as defined by KCC 12.16, that the subcontractor shall not discriminate against persons with disabilities in providing the work under the Contract and that the subcontractor shall provide that the County is a third party beneficiary to that required provision.

- H. Sanctions for violations: any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Subrecipient may be subject to damages, withholding payment and any other sanctions provided for by the Contract and by applicable law.

XVIII. PROPRIETARY RIGHTS

- A. The Subrecipient acknowledges that FEMA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (b) any rights of copyright to which an award recipient or sub-recipient purchases ownership with Federal support. The Subrecipient agrees to consult with the County regarding the allocation of any patent rights that arise from, or are purchased with, this funding. All Sub-grantees must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

XIX. SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

- A. The Subrecipient shall comply with and include the following audit requirements in any subawards. Non-federal entities, as Subrecipients of a federal award, that expend \$750,000 or more in one fiscal year of federal funds from all sources; direct and indirect, are required to have a single or a program specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.
- B. Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GALAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GALAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425. The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any

unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The County reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

- C. After the single audit has been completed for the Subrecipient, and if it includes any audit findings exclusive to the Subrecipient, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the County at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s): After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the County at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

**King County
Office of Emergency Management
3511 NE 2nd St.
Renton, WA 98056**

- D. The Subrecipient must send a completed "2 CFR Part 200 Subpart F Audit Certification Form" to the County at the address listed above before this Agreement is executed and timely submit annual updates to the County shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the County, or if such corrective action is deemed by the County to be insufficient, this Agreement may be terminated in whole or in part.
- E. The County reserves the right to suspend all or part of this Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the County to terminate this Agreement in whole or in part.
- F. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time.
- G. The rights and remedies of the County provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.
- H. If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

XX. CERTIFICATION REGARDING DEBARMENT

- A. As federal funds are the basis for this Agreement, the Subrecipient certifies it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. If requested by the County, the Subrecipient shall complete and sign a

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

XXI. ASSIGNMENT

- A. The Subrecipient shall not assign any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Said consent shall be sought in writing by the Subrecipient not less than 15 days prior to the date of any proposed assignment.

XXII. CORRECTIVE ACTION

- A. If the County determines that a breach of contract has occurred such that the Subrecipient has failed to comply with any terms or conditions of this Agreement or the Subrecipient has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure shall apply:
 - B. The County shall notify the Subrecipient in writing of the nature of the breach;
 - C. The Subrecipient shall respond in writing no later than ten working days following receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing this Agreement into compliance, which date shall not be more than 30 days from the date of the Subrecipient's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
 - D. The County shall notify the Subrecipient in writing of the County's determination as to the sufficiency of the Subrecipient's corrective action plan. The County shall have sole discretion in determining the sufficiency of the Subrecipient's corrective action plan;
 - E. If the Subrecipient does not respond within the appropriate time with a corrective action plan or the Subrecipient's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Agreement in whole or in part pursuant to Section XXIII. Subsection B;
 - F. In addition, the County may withhold any payment owed the Subrecipient or prohibit the Subrecipient from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
 - G. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section XXIII. Subsections A, B, C, and D.

TERMINATION

- H. This Agreement may be terminated by the County without cause, in whole or in part, prior to the termination date specified in Section II, by providing the Subrecipient 30 days advance written notice of the termination.
- I. The County may terminate this Agreement, in whole or in part, upon seven days advance written notice in the event: (1) the Subrecipient materially breaches any duty,

obligation, or service required pursuant to this Agreement; and/or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

1. If the Agreement is terminated by the County pursuant to this Section XXIII. Subsection B.(1), the Subrecipient shall be liable for damages, including any additional costs of procurement of similar services from another source.
 2. If the termination results from acts or omissions of the Subrecipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Subrecipient shall immediately return to the County any funds, misappropriated or unexpended, which have been paid to the Subrecipient by the County.
- J. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in this Agreement and its attached Exhibits, the County may, upon written notification to the Subrecipient, terminate this Agreement in whole or in part.
1. If the Agreement is terminated as provided in this Subsection: (1) the County shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) the Subrecipient shall be released from any obligation to provide such further services pursuant to the Agreement as are affected by the termination.
 2. Funding or obligation under this Agreement beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Agreement. Should such appropriation not be approved, this Agreement shall terminate at the close of the current appropriation year.
- K. This Agreement may be terminated by the Subrecipient without cause, prior to the date specified, in Section II, by providing the County 90 days advance written notice of the termination. The Subrecipient shall provide the County 90 days advance written notice of its intent not to renew this Agreement, in whole or in part.
- L. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

XXIII. FUTURE SUPPORT

- A. The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted herein except as expressly set forth in this Agreement.

XXIV. HOLD HARMLESS AND INDEMNIFICATION

- A. In providing services under this Agreement, the Subrecipient is an independent contractor and neither it, nor its officers, agents or employees are employees of the County for any purpose. The Subrecipient shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career

service or civil service rights which may accrue to a County employee under state or local law.

- B. The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Subrecipient, its employees, and/or others by reason of this Agreement. The Subrecipient shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (a) the Subrecipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (b) the supplying to the Subrecipient of work, services, materials, or supplies by Subrecipient employees or other suppliers in connection with or support of the performance of this Agreement.
- C. The Subrecipient further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Subrecipient, its officers, employees, agents and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Agreement pursuant to the Termination section.
- D. The Subrecipient shall protect, defend, indemnify, and hold harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the acts or omissions of the Subrecipient, its subcontractors, assigns, agents, contractors, consultants, licensees, invitees, employees, or any person whomsoever arising out of or in connection with any acts or activities under this Agreement. This obligation shall not include such costs, claims, judgments, and/or awards of damages which may be caused by the sole negligence of the County; provided, that if the costs, claims, judgments, and/or awards of damages are caused by or result from the concurrent negligence of (1) the County, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or Subrecipient's agents or employees. The Subrecipient agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Subrecipient, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Subrecipient.
- E. The County shall protect, defend, indemnify, and hold harmless the Subrecipient, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the sole negligent acts or omissions of the County, its officers, employees, or agents. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Subrecipient only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Subrecipient incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

- F. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.
- G. To the extent that a Subrecipient subcontractor fails to satisfy its obligation to defend and indemnify the County as detailed in Section XXVIV of this Agreement, the Subrecipient shall protect, defend, indemnify, and hold harmless the County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards or damages arising out of, or in any way resulting from the acts or omissions of the Subrecipient's subcontractor, its officers, employees, and/or agents in connection with or in support of this Agreement.
- H. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.
- I. The indemnification, protection, defense, and hold harmless obligations contained herein shall survive the expiration, abandonment, or termination of this Agreement.

XXV. INSURANCE REQUIREMENTS

- A. By the date of execution of this Agreement, the Subrecipient shall procure and maintain, at its sole cost and expense, for the duration of this Agreement, insurance against claims for injury to persons or damage to property which may arise from, or in connection with, the performance of work hereunder by the Subrecipient, its agents, representatives, officers, employees, and/or subcontractors. The Subrecipient may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Agreement. The Subrecipient is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Subrecipient, its agents, employees, representatives, officers, employees, and/or subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Agreement.
 - 1. Municipal or State Subrecipient Provisions
 - a. If the Subrecipient is a Municipal Corporation or a Subrecipient of the State of Washington and is self-insured for any of the below insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.
- B. For all coverages/policies:
 - 1. Each insurance policy shall be written on an "occurrence" basis; excepting insurance for professional liability (errors and omissions) which may be written on a "claims made" basis.
 - 2. If coverage is approved and purchased on a "claims made" basis, the coverage provided under that insurance shall be maintained, either through consecutive policy renewals, or through the purchase of a tail/extended reporting period, if such renewals are unavailable, for not less than three (3) years from the date of Agreement termination. All insurance written on a "claims made" basis must

have its policy inception or retroactive date be no later than the Effective Date of the Agreement.

3. By requiring such minimum insurance, the County does not and shall not be deemed or construed to have assessed the risks that may be applicable to the Subrecipient, or that of any subcontractor, under this Agreement. To the contrary, this Contract's insurance requirements may not in any way be construed as limiting any potential liability to County or County's potential recovery from Subrecipient. The Subrecipient shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
4. Nothing contained within these insurance requirements shall be deemed to limit the scope, application, and/or limits of the coverage afforded by said policies, and/or which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(ies). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

C. Minimum Scope and Limits of Insurance

1. Subrecipient shall maintain the following types of insurance and minimum insurance requirements:
 - a. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01 04 13. Such insurance shall include coverage for, but not limited to, ongoing operations, products and completed operations, and contractual liability.
 - b. Professional Liability (Errors and Omissions): \$1,000,000 per claim and in the aggregate.
 - c. In the event that services delivered pursuant to this Agreement either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided. "Professional Services", for the purpose of this Agreement section, shall mean any services provided by a licensed professional or those services that require professional standards of care.
 - d. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CA 00 01 10 13 covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8 and 9.
 - e. In the event that services delivered pursuant to this Agreement require the use of a vehicle or involve the transportation of clients by Subrecipient personnel in Subrecipient-owned vehicles or non-owned vehicles, the Subrecipient shall provide evidence of the appropriate automobile coverage.

- f. Workers Compensation: Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or “Other States” state law.
- g. Employers Liability or “Stop Gap”: Coverage with minimum limits of \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability), or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the General Liability policy.

D. Deductibles and Self-Insured Retentions

- 1. Any deductible and/or self-insured retention of the policies shall not in any way limit County’s right to coverage under the required insurance, or to Subrecipient or any subcontractor’s liability to the County, and shall in all instances be the sole responsibility of Subrecipient and any subcontractor, even if no claim has actually been made or asserted against Subrecipient or its subcontractor(s).

E. Other Insurance Provisions

- 1. All required liability insurance policies purchased and maintained by Subrecipient and any of its subcontractors, except professional liability (errors and omissions) and workers compensation policies, shall contain, or be endorsed to contain, the following provisions:
 - 2. The County, its officials, employees and agents shall be covered as additional insured, for full coverage and policy limits, as respects liability arising out of activities performed by or on behalf of the Subrecipient or its agents, representatives, employees, or subcontractor(s) in connection with this Agreement. (CG 2010 11/85 or its commercial equivalent). Additional insured endorsements shall be included with the certificate of insurance.
 - a. All required liability policies purchased and maintained by Subrecipient and any of its subcontractors shall contain or be endorsed to contain the following provisions:
 - b. Coverage shall be primary insurance as respects the County, its officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officials, employees or agents shall not contribute with the Subrecipient’s or any subcontractor’s insurance or benefit the Subrecipient or any subcontractor, or their respective insurers in any way.
 - c. Insurance shall expressly state that it applies separately to each insured and additional insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer’s liability.

F. All Policies

- 1. County shall receive notice at least thirty (30) days prior to the effective date of any cancellation, lapse of coverage, or material change in the policy.

G. Acceptability of Insurers

1. Unless otherwise approved by the County:
 - a. Insurance is to be placed with insurers with an A.M. Best rating of no less than A: VIII, or, if not rated with Bests, with minimum surpluses the equivalent of A.M. Best surplus size VIII.
 - b. Professional Liability (Errors and Omissions) insurance may be placed with insurers with an A.M. Best rating of B+VII. Any exception must be approved by the County.
 - c. If, at any time, the foregoing policies shall fail to meet the above minimum requirements the Subrecipient shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with appropriate certificates and endorsements, for approval.

H. Verification of Coverage

1. The Subrecipient shall furnish the County certificates of insurance and endorsements certifying the issuance of all insurance required herein. Such certificates and endorsements, and renewals thereof, shall be attached as exhibits to the Agreement. All such evidence of insurance shall be signed by a properly authorized officer, agent, general agent or qualified representative of the insurer(s), shall set forth the name of the insured(s), the type and amount of insurance, the inception and expiration dates, shall specify the form number of any endorsements issued to satisfy this Agreement's insurance requirements. Subrecipient shall also obtain and provide to County, upon County's request, that same documentation regarding the insurance held by any subcontractor that is not insured under the Subrecipient's insurance. The County reserves the right to require complete, certified copies of all required insurance policies, including all endorsements and riders, which may be redacted of any confidential or proprietary information. Subrecipient shall deliver such policies to the County within five (5) business days of County's request.

County's receipt or acceptance of this policy documentation does not in any way alter, modify, the foregoing requirements, or, consequently, constitute the County's acceptance of the adequacy of Subrecipient's insurance or preclude or prevent any action by County against Subrecipient for breach of the requirements in this Section.

I. Subcontractors

1. Subrecipient shall include all subcontractors as insureds under its policies or, alternatively, the Subrecipient must require each of its subcontractors to procure and maintain appropriate and reasonable insurance coverage and limits to cover each of the subcontractor's liabilities given the subcontractor's scope of work and the services being provided. All of subcontractor's liability insurance (except professional liability and workers compensation) must include the County, its officials, agents and employees as additional insured for full coverage and policy limits.

XXVI. SUBCONTRACTS AND PURCHASES

- A. The Subrecipient shall include Sections V. Operating Budget, VII. Reporting Requirements, VIII. Maintenance of Records, IX. Evaluations and Inspections, X. Administrative Requirements, XI. Additional Requirements, XII. Procurement and Financial Management, XIII. Equipment Management, XIV. Internal Control and Accounting System, XVI. Compliance with Applicable Law, XVIII. Proprietary Rights, XIX. Audits, XX. Certification Regarding Debarment, XXI. Assignment, XXIV. Future Support, XXV. Hold Harmless and Indemnification, XXVI. Insurance Requirements, XXVIII. Conflict of Interest, XXIX. Political Activity Prohibited, XXX. Disclosure of Lobbying Activities, XXXII. Entire Agreement/Waiver of Default, XXXIII. Severability, and XXXIV. No Third Party Beneficiaries of this Agreement in every subcontract or purchase agreement for services which relate to the subject matter of this Agreement.
- B. The Subrecipient agrees to include the following language verbatim in every subcontract, provider agreement, or purchase agreement for services which relate to the subject matter of this Agreement:
1. "Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the acts or omissions of subcontractor, its subcontractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with or in support of this Agreement. This obligation shall not include such costs, claims, judgments, and/or awards of damages which may be caused by the sole negligence of the County; provided, that if the costs, claims, judgments, and/or awards of damages are caused by or result from the concurrent negligence of (1) the County, and (2) subcontractor, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of subcontractor, or subcontractor's agents or employees. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Agreement and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."
- C. The Subrecipient shall ensure that all subcontractors receiving any federal funds pursuant to this Agreement have not been disbarred or suspended from federal contract participation. This may be done by checking the System for Award Management (SAM), (<https://www.sam.gov>), maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' Debarred Vendor List (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

XXVII. CONFLICT OF INTEREST

- A. The Subrecipient agrees to comply with applicable provisions of KCC Chapter 3.04. Failure to comply with such provisions shall be a material breach of this Agreement and may result in termination of this Agreement pursuant to Section XXIII and subject the Subrecipient to the remedies stated therein, or otherwise available to the County at law or in equity.

- B. The Subrecipient agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value, or gift; whether in the form of services, loan, thing or promise; in any form to any County official or employee. The Subrecipient acknowledges that if it is found to have violated the prohibition found in this paragraph, its current agreements with the County shall be cancelled and it shall not be able to bid on any County contract for a period of two years.
- C. The Subrecipient acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Subrecipient shall identify, at the time of offer, current or former County employees involved in the preparation of proposals or the anticipated performance of work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Agreement. After Agreement award, the Subrecipient is responsible for notifying the County's project manager of current or former County employees who may become involved in the Agreement any time during the term of the Agreement.

XXVIII. POLITICAL ACTIVITY PROHIBITED

- A. None of the funds, materials, property, or services; provided directly or indirectly under this Agreement; shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

XXIX. DISCLOSURE OF LOBBYING ACTIVITIES

- A. As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code.

XXX. AGREEMENT AMENDMENTS

A. Either party may request amendments to this Agreement. This Agreement will not be amended unless both parties agree to the change. To request an amendment, the Subrecipient must fill out and submit an Amendment Request Form 30 days prior to the Agreement End Date. Any changes to this Agreement’s budget must have a Revised Contract Budget Sheet submitted as well. Proposed amendments which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

XXXI. ENTIRE AGREEMENT/WAIVER OF DEFAULT

A. The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

XXXII. SEVERABILITY

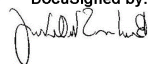
A. In the event any term or condition of this Agreement, any provision of any document incorporated by reference, or application of this Agreement to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

XXXIII. NO THIRD PARTY BENEFICIARIES

A. Except for the Parties to whom this Agreement is assigned in compliance with the terms of this Agreement, there are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a Party hereto.

KING COUNTY OFFICE OF EMERGENCY MANAGEMENT

SUBRECIPIENT

DocuSigned by:

504E9A240EFD400...
Signature
Brendan McCluskey, Director
11/14/2023
Date


DocuSigned by:

540151A32D17470...
Signature
Christopher Lombard, Chief
11/13/2023
Date

Exhibit A - Scope of Work

The Subrecipient has been awarded a reimbursable grant, not to exceed \$ 332,192 (*three hundred thirty-two thousand, one hundred ninety-two dollars*). With this agreement the Subrecipient agrees to perform the following project(s) as stated in the subsequent scope of work, project budget and timeline.

Agreement Timeline and Due Dates

| <u>Date</u> | <u>Task</u> |
|-------------------|--|
| September 1, 2022 | Agreement Start Date |
| April 1, 2023 | Estimated Date Work Scheduled to Begin |
| January 31, 2024 | Submit Reimbursement Request and Progress Report |
| April 30, 2024 | Submit Reimbursement Request and Progress Report |
| July 31, 2024 | Submit Reimbursement Request and Progress Report |
| October 31, 2024 | Submit Reimbursement Request and Progress Report |
| January 31, 2025 | Submit Reimbursement Request and Progress Report |
| March 30, 2025 | Agreement End Date |
| May 15, 2025 | Submit Final Reimbursement Request and Closeout Report |

Project #1 - ESF 4 Structural Collapse Equipment and Training

Budget: \$332,192

Activities to Be Performed

1. Two sessions of a multiple day training session will be conducted.
2. Local responders will receive Technician level training with specialized equipment in a real collapse environment.
3. Purchase and provide to local responders specialized equipment needed to safely approach, breach, break, cut, burn, lift, support, and stabilize, to gain access through concrete, steel, or other structural components during search and rescue operations in heavy floor, heavy wall, steel, and concrete structures.

Deliverables

1. Technician level refresher training provided to Region 6 responders who completed the full 80-hour SCT program in prior years. Local responders develop skills to breach, break, cut, burn, lift, support, and stabilize, to gain access through concrete, steel or other structural components during search and rescue operations in heavy floor, heavy wall, steel and concrete.
2. Local responders have the necessary equipment and tools to use their specialized skills to breach, break, cut, burn, lift, support, and stabilize, to gain access through concrete, steel or other structural components during search and rescue operations in heavy floor, heavy wall, steel and concrete structures.

Project Timeline

| | Activity | Estimated Completion Date |
|----|---|---------------------------|
| 1 | Identify Structural Collapse Equipment to be Purchased | 6/1/2023 – 8/31/2023 |
| 2 | Submit Equipment Approval Forms to the State Equipment Committee (For Structural Collapse Equipment) as needed for approval | 9/1/2023 |
| 3 | Identify Vendors, secure purchase orders and place orders for Structural Collapse Equipment | 10/1/2023-4/30/2024 |
| 4 | Identify Instructor Cadre and begin Planning for Structural Collapse Refresher Training | 1/1/2024 |
| 5 | Develop Course Announcement (For Structural Collapse Refresher Training) and send out to Zone Partners | 3/1/2024 |
| 6 | Order Materials and supplies and procure services for Structural Collapse Refresher Training | 4/1/2024-5/15/2024 |
| 7 | Distribute and Transfer Structural Collapse Equipment to Zone Partners and Agencies | 4/30/2024 – 10/31/2024 |
| 8 | Receive materials and supplies for training | 5/15/2024 – 6/1/2024 |
| 9 | Develop Class Rosters | 6/1/2024 |
| 10 | Set up Training site with Props and Equipment | 6/1/2024-6/30/2024 |
| 11 | Deliver Structural Collapse Refresher Trainings (Training #1 and Training #2) | 7/1/2024 – 7/31/2024 |

Exhibit B – Budget

| PROJECT # | 1 | | \$332,192 |
|---------------------------------|--|------------------|------------------|
| PROJECT NAME | ESF 4 Structural Collapse Equipment and Training | | |
| PROJECT FUNDING | \$211,000 | \$121,192 | AGREEMENT TOTAL |
| PROJECT CODE | DES OEM-SFD-EN-SP2-SCT | | |
| CORE CAPABILITY | Mass Search and Rescue Operations | | |
| BUDGET DETAIL | SOLUTION AREA | | |
| BUDGET CATEGORY | EQUIPMENT | TRAINING | |
| Salaries & Benefits | \$0 | \$0 | \$0 |
| Overtime | \$0 | \$0 | \$0 |
| Contractor Fees Personnel | \$0 | \$0 | \$0 |
| Contractor Fees Non Personnel | \$0 | \$0 | \$0 |
| Goods & Services | \$0 | \$0 | \$0 |
| Travel & Per Diem | \$0 | \$0 | \$0 |
| Pass Thru Non Personnel | \$189,900 | \$27,173 | \$217,073 |
| Pass Thru Personnel | \$0 | \$81,900 | \$81,900 |
| Equipment | \$0 | \$0 | \$0 |
| Other-Indirect (10% De minimis) | \$21,100 | \$12,119 | \$33,219 |
| TOTAL PROJECT | \$211,000 | \$121,192 | \$332,192 |

Exhibit C – Certificates of Insurance/ Endorsements



Seattle City Finance

January 1, 2023

TO WHOM IT MAY CONCERN

RE: City of Seattle Self-Insurance Program

This is to verify the City of Seattle's Liability Insurance Programs for General Liability, Automobile Liability and Worker's Compensation. The City maintains a \$10 million per occurrence primary self-insured layer and purchases several layers of excess liability insurance.

The City of Seattle's primary self-insured retention program is administered in-house and approved by the State of Washington. In the event of an incident that occurred because of the City's negligence or for which the City was found responsible, indemnification would be addressed under this program. Provisions of the Seattle Municipal Code would be followed, with subrogation as may be appropriate.

If the above described self-insurance program is cancelled or materially reduced, the City will provide not less than ten (10) days notice.

Please contact me at 206-386-4531 or amber.udelhoven@seattle.gov if you need additional information.



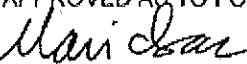
Sincerely,

Amber Udelhoven

Amber Udelhoven
Risk Manager
City of Seattle

Exhibit D – Contract between King County and Washington State Military Department

**Washington Military Department
HOMELAND SECURITY GRANT PROGRAM AGREEMENT FACE SHEET**

| | | | |
|--|--|---|---|
| 1. Subrecipient Name and Address: County of King Office of Emergency Management (OEM) 3511 NE 2nd Street Renton, WA 98056-4192 | | 2. Grant Agreement Amount: \$1,104,942 | 3. Grant Agreement Number: E23-087 |
| 4. Subrecipient Contact, phone/email: Nicholas Gibbons, 206-263-1076 nicholas.gibbons@kingcounty.gov / kcoem.grantreporting@kingcounty.gov | | 5. Grant Agreement Start Date: September 1, 2022 | 6. Grant Agreement End Date: July 31, 2026 |
| 7. Department Contact, phone/email: Michael Alston, 253-512-7083 michael.alston@ml.wa.gov | | 8. Unique Entity Identifier (UEI): KRMNTKYRCJ83 | 9. UBI # (state revenue): 678-037-394 |
| 10. Funding Authority: Washington Military Department (the Department) and the U.S. Department of Homeland Security (DHS) | | | |
| 11. Federal Funding Identification #: EMW-2022-SS-00056-S01 | 12. Federal Award Date: 09/02/2022 | 13. Assistance Listings # & Title: 97.067 - 22HSGP (SHSP) | |
| 14. Total Federal Award Amount: \$13,905,347 | 15. Program Index # & OBJ/SUB-OBJ: 723SZ, 723SH, 723SB, 723SL, 723SC, 723SQ / NZ | | 16. EIN 91-6001327 |
| 17. Service Districts: BY LEGISLATIVE DISTRICTS: 3, 6 BY CONGRESSIONAL DISTRICTS: 5 | | 18. Service Area by County(ies): King | 19. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # |
| 20. Agreement Classification <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other | | 21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency | |
| 22. Subrecipient Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO | | 23. Subrecipient Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER | |
| 24. PURPOSE & DESCRIPTION: The objective of the Federal Fiscal Year (FFY) 2022 Homeland Security Grant Program (22HSGP) is to fund state, local, tribal, and territorial efforts to prevent terrorism and prepare the nation for threats and hazards that pose the greatest risk to the security of the United States. 22HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal of a secure and resilient nation. 22HSGP 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 Stonogardon (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 22HSGP DHS Award Letter for Grant No. EMW-2022-SS-00056-S01 ("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. | | | |
| IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced attachments which are hereby incorporated, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); DHS Award Letter (Attachment C); Work Plan (Attachments D-1, D-2, D-3); Budget (Attachment E); Timeline (Attachment F); and all other documents and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. 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. | | | |
| In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1. Applicable federal and state statutes and regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget 4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference. | | | |
| WHEREAS, the parties have executed this Agreement on the day and year last specified below, FOR THE DEPARTMENT: FOR THE SUBRECIPIENT: | | | |
|  Signature _____ Date 11/28/2022 | |  Signature _____ Date 15-NOV-2022 | |
| Regan Anne Hesse, Chief Financial Officer Washington Military Department | | Brendan McCluskey, Director King County Office of Emergency Management | |
| BOILERPLATE APPROVED TO FORM: Dierk Meierbachtol 9/28/2022 Assistant Attorney General | | APPROVED AS TO FORM (if applicable):  Signature _____ Date 10/20/22 | |

SPECIAL TERMS AND CONDITIONS**ARTICLE I. KEY PERSONNEL**

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

| SUBRECIPIENT | | DEPARTMENT | |
|--------------|--|------------|----------------------------------|
| Name | Nicholas Gibbons | Name | Michael Alston |
| Title | Region 6 Coordinator | Title | Program Coordinator |
| Email | nicholas.gibbons@kingcounty.gov / kcoem.grantreporting@kingcounty.gov | Email | michael.alston@mil.wa.gov |
| Phone | 206-263-1076 | Phone | 253-512-7083 |
| Name | Nathan Drain | Name | Reagan Bush |
| Title | Emergency Management Coordinator | Title | Program Manager |
| Email | ndrain@kingcounty.gov | Email | Reagan.bush@mil.wa.gov |
| Phone | 206-205-3419 | Phone | 253-512-7463 |
| Name | Alysha Kaplan | Name | Courtney Bemus |
| Title | Deputy Director | Title | Program Assistant |
| Email | akaplan@kingcounty.gov | Email | courtney.bemus@mil.wa.gov |
| Phone | 206-205-4062 | Phone | 253-512-7145 |

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of “*The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2022 Homeland Security Grant Program*” (hereafter “the NOFO”) document, the *FEMA Preparedness Grants Manual* document, Version 3, published May 2022 (hereafter “the Manual”), the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 22HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.
- b. If the Subrecipient also becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient, the Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 22HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 22HSGP funds, including, but not limited to, those contained in 2 CFR 200.
 - ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced

in this Agreement and the informational documents published by DHS/FEMA applicable to the 22HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the NOFO, the Manual, the DHS Award Letter for the Grant in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.

- iii. The Subrecipient shall be responsible to the Department for ensuring that all 22HSGP federal award funds provided to its subrecipients are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

- a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment E), additional documentation is required based on the applicable situation. As described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:
 - i. If the Subrecipient receives direct funding from any Federal agency(ies), documentation of the rate must be submitted to the Department Key Personnel per the following:
 - A. More than \$35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency.
 - B. Less than \$35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.
 - ii. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimis rate of ten percent (10%) or 10% of modified total direct costs or choose to negotiate a higher rate with the Department. If the latter is preferred, the Subrecipient must contact Department Key Personnel for approval steps.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <https://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without prior written approval by Department Key Personnel.
- e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Attachment F).
 Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.
- f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement and be made available upon request by the Department, and federal, state, and local auditors.
- g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment F). For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and

conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.

- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within forty-five (45) days after the Grant Agreement End Date, except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's subproject(s).
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline [Attachment F]) will prohibit the Subrecipient from being reimbursed until such reports are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. For SHSP and UASI Subrecipients, a written amendment will be required if the Subrecipient expects cumulative transfers among subproject totals, as identified in the Budget (Attachment E), to exceed ten percent (10%) of the Grant Agreement Amount. If a Subrecipient has only one subproject, cumulative transfers among solution areas within the subproject that exceed ten percent (10%) of the Grant Agreement Amount shall require an amendment to this Agreement.
- m. For OPSG Subrecipients, any deviations from the approved, direct budget categories will require additional federal approvals and a written amendment.
- n. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachments D-1, D-2, D-3) activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report describing all completed activities under this Agreement.
- c. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the *Department an Audit Certification/FFATA Form*. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

4. EQUIPMENT AND SUPPLY MANAGEMENT

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:
 - i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-

- federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.
- ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
 - iii. Inventory system records shall include:
 - A. Description of the property;
 - B. Manufacturer's serial number, model number, or other identification number;
 - C. Funding source for the property, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11);
 - D. Assistance Listings Number (Face Sheet, Box 13);
 - E. Who holds the title;
 - F. Acquisition date;
 - G. Cost of the property and the percentage of federal participation in the cost;
 - H. Location, use and condition of the property at the date the information was reported;
 - I. Disposition data including the date of disposal and sale price of the property.
 - iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
 - v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of the equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.
 - vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
 - vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
 - viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
 - A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
 - B. For Equipment:
 - 1) Items with a current per-unit fair-market value of five thousand dollars (\$5,000) or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.

- 2) Items with a current per-unit fair-market value in excess of five thousand dollars (\$5,000) may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
- ix. Records for equipment shall be retained by the Subrecipient for a period of six (6) years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six- (6-) year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
 - b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
 - c. Allowable equipment categories for the grant program are listed on the Authorized Equipment List (AEL) located on the FEMA website at <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program; the AEL includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.

If the item is not identified on the AEL as allowable under the grant program, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval **prior** to acquisition.
 - d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
 - e. If funding is allocated to emergency communications, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at <https://www.cisa.gov/safecom/funding>, ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.
 - f. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)*, Pub. L. No. 115-232 (2018). Recipients and subrecipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the Manual and applicable NOFO.

Per subsections 889(f)(2)-(3) of the FY 2019 NDAA, and 2 CFR 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);

- ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- g. For OPSG Subrecipients, items budgeted as equipment in an approved Operations Order should be marked prominently with “Purchased with DHS funds for Operation Stonegarden Use” when practicable.
 - h. The Subrecipient must pass through equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

- a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) Program. EHP program information can be found at <https://www.fema.gov/grants/guidance-tools/environmental-historic> all of which are incorporated in and made a part of this Agreement.
- b. Projects that have historical impacts or the potential to impact the environment, **including, but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures, and facilities; or new construction, including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to project initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed also require a DHS/FEMA EHP review before project initiation.
- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- d. The Subrecipient agrees that, to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval must be received by the Subrecipient before any work is started** for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient may not be reimbursed.

6. PROCUREMENT

- a. The Subrecipient shall comply with all procurement requirements of 2 CFR 200.317 through 200.327 and as specified in the General Terms and Conditions (Attachment B, A.10).
- b. For all sole source contracts expected to exceed \$250,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

7. SUBRECIPIENT MONITORING

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.
- c. Monitoring activities may include, but are not limited to:
 - i. Review of financial and performance reports;
 - ii. Monitoring and documenting the completion of Agreement deliverables;
 - iii. Documentation of phone calls, meetings (e.g., agendas, sign-in sheets, meeting minutes), e-mails, and correspondence;
 - iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement Work Plan (Attachments D-1, D-2, D-3), Budget (Attachment E), and federal requirements;
 - v. Observation and documentation of Agreement-related activities, such as exercises, training, events, and equipment demonstrations; and
 - vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a corrective action plan.

8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <https://www.lep.gov>.

9. NIMS COMPLIANCE

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for

multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.

- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training, and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. In order to receive federal preparedness funding from the Department, the Subrecipient must achieve, or be actively working to achieve, all of the NIMS Implementation Objectives located at <https://www.fema.gov/emergency-managers/nims/implementation-training>.

B. HSGP SPECIFIC REQUIREMENTS

1. The Subrecipient must use HSGP funds only to perform tasks as described in the Work Plan (Attachments D-1, D-2, D-3), as approved by the Department, and in compliance with this Agreement.
 - a. SHSP-funded projects must assist state, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
 - b. UASI-funded projects must assist high-threat, high-density Urban Area efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
 - c. OPSG-funded projects must support enhanced cooperation and coordination among Customs and Border Protection, United States Border Patrol, and federal, state, local, tribal, and territorial law enforcement agencies to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. State, local, tribal, and territorial law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.
 - d. State agencies, including law enforcement, must comply with RCW 43.17.425 and may not use agency funds (including this grant), facilities, property, equipment, or personnel, to investigate, enforce, cooperate with, or assist in the investigation or enforcement of any federal registration or surveillance programs or any other laws, rules, or policies that target Washington residents solely on the basis of race, religion, immigration, or citizenship status, or national or ethnic origin, except as provided in RCW 43.17.425 (3).
2. The Budget (Attachment E) may include the following caps and thresholds:
 - a. If funds are allotted for Management and Administration (M&A), such expenditures must be related to administration of the grant. The maximum percentage of the Grant Agreement Amount that may be used for M&A costs when allocated under this Agreement shall not exceed five percent (5%) but may be less.
 - b. At least thirty percent (30%) of the combined HSGP award allocated under SHSP and UASI must be dedicated to law enforcement terrorism prevention activities (LETPA). To meet this requirement, the Subrecipient has agreed, at a minimum, to meet the LETPA percentage indicated in the Budget. **If the Subrecipient anticipates spending less than the indicated amount, a budget amendment is required.**
 - c. The maximum percentage of the Grant Agreement Amount that may be used for personnel expenses under this Agreement is identified in the Budget. If the Subrecipient anticipates spending more on personnel costs, **an amendment is required.** Additional approval steps may also be required before the personnel percentage can be increased.
3. If funding is allocated to a Fusion Center investment, the Subrecipient must ensure all Fusion Center analytical personnel demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal intelligence analysts, which outlines the minimum

categories of training needed for intelligence analysts. All training to ensure baseline proficiency in intelligence analysis and production must be completed within six (6) months of hiring unless the analyst has previously served as an intelligence analyst for a minimum of two (2) years. Proof of satisfaction of this requirement must be accessible to the Department Key Personnel as applicable.

4. If funding is allocated to non-DHS FEMA training, the Subrecipient must request **prior** written approval from the Department Key Personnel before attending the training. The Department will coordinate approval with the State Training Point of Contact. Pursuant to DHS/FEMA Grant Programs Directorate Information Bulletin No. 432, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants, https://www.fema.gov/sites/default/files/2020-04/Training_Course_Review_and_Approval_IB_Final_7_19_18.pdf, the training must fall within the FEMA mission scope and be in alignment with the Subrecipient's Emergency Operations Plan. This requirement only applies to training courses and does not include attendance at conferences. Furthermore, additional federal approvals are required for courses that relate to Countering Violent Extremism prior to attendance.
5. For SHSP and UASI, Subrecipients are required to complete the annual Nationwide Cybersecurity Review (NCSR) <https://www.cisecurity.org/ms-isac/services/ncsr> to benchmark and measure progress of improvement in their cybersecurity posture.
6. Except for an elevated National Terrorism Advisory System alert, **prior** written approval is required before SHSP and UASI funds may be used for operational overtime. Requests must be submitted to the Department Key Personnel in advance of the expenditure to ensure all additional approval steps can be met.
7. SHSP Subrecipients shall participate in the State's annual Stakeholder Preparedness Review (SPR), the State's Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessments, and data calls. Non-participation may result in withholding of funding under future grant years.
8. UASI Subrecipients shall participate in the annual UASI SPR and THIRA process
9. Subrecipients should document their preparedness priorities and use them to deploy a schedule of preparedness events in a multi-year Integrated Preparedness Plan (IPP). Subrecipients are encouraged to participate in the State's annual Integrated Preparedness Planning Workshop (IPPW) or may conduct their own local/regional IPPW. Information related to IPPs and Integrated Preparedness Planning Workshops (IPPWs) can be found on the HSEEP website at <https://www.fema.gov/HSEEP> and <https://preptoolkit.fema.gov/>.

C. DHS TERMS AND CONDITIONS

As a subrecipient of 22HSGP funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 22HSGP Award Letter and its incorporated documents, which are incorporated in and made a part of this Agreement as Attachment C.

**Washington Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **“Agreement”** means this Grant Agreement.
- b. **“Department”** means the Washington Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **“Investment”** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this this Agreement. Such grant application is hereby incorporated into this Agreement by reference.
- d. **“Monitoring Activities”** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- e. **“Stakeholders Preparedness Report (SPR)”** The SPR is an annual three-step self-assessment of a community’s capability levels based on the capability targets identified in the THIRA.
- f. **“Subrecipient”** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of “Subrecipient” is the same as in 2 CFR 200.1 for all other purposes.
- g. **“Threat and Hazard Identification and Risk Assessment (THIRA)”** The THIRA is a three-step risk assessment. The THIRA helps communities understand their risks and determine the level of capability they need in order to address those risks. The outputs from this process lay the foundation for determining a community’s capability gaps during the SPR process.

A.2 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.3 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of DHS/FEMA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient’s project(s).

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE “ADA” 28 CFR Part 35.

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.5 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion* form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to Subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (<https://sam.gov/SAM/>) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' "Debarred Vendor List" (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

A.8 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW

39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.318, General procurement standards, through 200.327, Contract provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
- 3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "*Equal Employment Opportunity*" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "*Amending Executive Order 11246 Relating to Equal Employment Opportunity*," and implementing regulations at 41 CFR part 60, "*Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*."
- 4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "*Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as

supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,*” and any implementing regulations issued by the awarding agency.
- 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “*Debarment and Suspension.*” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 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 any other award covered by 31 U.S.C. 1352. Each tier must also 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 non-federal award.
- 10) Procurement of recovered materials – As required by 2 CFR 200.323, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only

items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
 - 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - 14) Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.
 - 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 - 16) Pursuant to Executive Order 13858 "*Strengthening Buy-American Preferences for Infrastructure Projects*," and as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
 - 17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*.
- b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.317 through 200.327. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution board to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The board shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient and a third party mutually agreed upon by both parties. The determination of the dispute resolution board shall be final and binding on the parties hereto. Each party shall bear the cost for its member of the dispute resolution board and its attorney fees and costs and share equally the cost of the third board member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the state of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient's agents or employees.

Insofar as the funding source, FEMA, is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives, except as provided for time extensions in Article A.3.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

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 or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

During the performance of this agreement, the Subrecipient shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

- a. Nondiscrimination in Employment: The Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory,

mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

- b. The Subrecipient shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

A.18 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned, or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right

of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Non-federal entities, as Subrecipients of a federal award, that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity"

means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

OR

Contracts.Office@mil.wa.gov

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.29 SUBRECIPIENT NOT EMPLOYEE

The Subrecipient, and/or employees or agents performing under this Agreement, are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as nor claim to be an officer or employee of the Department or of the State of Washington by reason hereof, nor will the Subrecipient make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW; OFM Reg. 4.3.1.1.8.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right.

If the Subrecipient is an individual currently employed by a Washington State agency, the Department shall obtain proper approval from the employing agency or institution before entering into this contract. A statement of "no conflict of interest" shall be submitted to the Department.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and

expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part ten (10) business days after emailing notice to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

The Department may unilaterally terminate or suspend all or part of this Grant Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Grant Agreement. The Department will email the Subrecipient ten (10) business days prior to termination.

A.33 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a termination for convenience.

A.34 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require

the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.35 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). To the extent possible, the Subrecipient will solicit and encourage minority-owned and women-owned business enterprises who are certified by the OMWBE under the state of Washington certification program to apply and compete for work under this contract. Voluntary numerical MWBE participation goals have been established, and are indicated herein: Minority Business Enterprises: (MBE's): 10% and Woman's Business Enterprises (WBE's): 6%.

A.36 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington.

A.37 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

**22HSGP Award Letter
EMW-2022-SS-00056-S01**

Award Letter



U.S. Department of Homeland Security
Washington, D.C. 20472

Bret Daugherty
Washington Military Department
Building 20
Camp Murray, WA 98430 - 5122

Re: Grant No.EMW-2022-SS-00056

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2022 Homeland Security Grant Program has been approved in the amount of \$13,905,347.00. You are not required to match this award with any amount of non-Federal funds.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2022 Homeland Security Grant Program Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

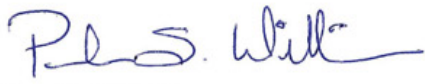
Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, Unique Entity Identifier (UEI) number, EIN and banking information. Please ensure that the UEI number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

A handwritten signature in blue ink that reads "P.S. Williams". The signature is fluid and cursive, with a long horizontal stroke at the end.

Pamela S. Williams
Assistant Administrator
Grant Programs Directorate

PAMELA SUSAN WILLIAMS

Agreement Articles

Thu Sep 01 00:00:00 GMT 2022

U.S. Department of Homeland Security
Washington, D.C. 20472



AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE: Washington Military Department
PROGRAM: Homeland Security Grant Program
AGREEMENT NUMBER: EMW-2022-SS-00056-S01

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Article I - Summary Description of Award

The purpose of the FY 2022 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$6,190,947, Urban Area Security Initiative (UASI) funding in the amount of \$6,250,000 (Seattle Area, \$6,250,000), and Operation Stonegarden (OPSG) funding in the amount of \$1,464,400. The following counties shall receive OPSG subawards for the following amounts: Adams, \$75,000; Clallam, \$100,000; Ferry, \$112,500; Island, \$100,000; Lower Elwha Tribe, \$75,000; Makah Tribe, \$75,000; Nooksack, \$99,000; Okanogan, \$100,000; Pend Oreille, \$150,000; San Juan, \$100,000; Spokane, \$155,000; Stevens, \$150,000; Swinomish Tribe, \$72,900; Whatcom, \$100,000. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article III - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article IV - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article V - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article VI - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VIII - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article IX - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article X - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XI - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIII - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XIV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XV - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by

federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XVI - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVII - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVIII - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XIX - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XX - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXI - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXII - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXIII - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXIV - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For

additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXV - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVI - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVIII - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXIX - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXX - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXI - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXII - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXIII - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIV - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXV - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#). For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

Article XXXVI - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVII - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXVIII - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XXXIX - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XL - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLI - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLII - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLIII - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to

initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLIV - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLV - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVI - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLVII - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XLVIII - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article XLIX - HSGP Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Assessment (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

Article L - Operation Stonegarden Program Hold

The recipient is prohibited from drawing down OPSG funding under this award or reimbursing OPSG subrecipients of this award until each unique, specific, or modified county level, tribal, or equivalent Operations Order or Fragmentary Order (FRAGO) has been reviewed by FEMA/GPD and Customs and Border Protection/United States Border Patrol (CBP/USBP). The recipient will receive the official notification of approval from FEMA/GPD.

Article LI - OPSG Program Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Assessment (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

BUDGET COST CATEGORIES

| | |
|------------------|-----------------|
| Personnel | \$552,103.00 |
| Fringe Benefits | \$201,516.00 |
| Travel | \$9,665.00 |
| Equipment | \$0.00 |
| Supplies | \$8,446.00 |
| Contractual | \$13,028,663.00 |
| Construction | \$0.00 |
| Indirect Charges | \$104,954.00 |
| Other | \$0.00 |

Obligating Document for Award/Amendment

| | | | | |
|---|---|--|--|---|
| 1a. AGREEMENT NO. EMW-2022-SS-00056-S01 | 2. AMENDMENT NO. *** | 3. RECIPIENT NO. N/A | 4. TYPE OF ACTION AWARD | 5. CONTROL NO. WX04579N2022T , WX04583N2022T , WX04580N2022T |
| 6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122 | 7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646 | 8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603 | | |
| 9. NAME OF RECIPIENT PROJECT OFFICER Gail Cram | PHONE NO. 2535127472 | 10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov | | |
| 11. EFFECTIVE DATE OF THIS ACTION 09/02/2022 | 12. METHOD OF PAYMENT PARS | 13. ASSISTANCE ARRANGEMENT Cost Reimbursement | 14. PERFORMANCE PERIOD From: 09/01/2022 To: 08/31/2025 Budget Period 09/01/2022 08/31/2025 | |

1 5. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

| PROGRAM NAME ACRONYM | CFDA NO. | ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X | PRIOR TOTAL AWARD | AMOUNT AWARDED THIS ACTION + OR (-) | CURRENT TOTAL AWARD | CUMULATIVE NON-FEDERAL COMMITMENT |
|---------------------------------|----------|--|-------------------|-------------------------------------|---------------------|-----------------------------------|
| Homeland Security Grant Program | 97.067 | 2022-FA-GG01-P410- -4101-D | \$0.00 | \$6,190,947.00 | \$6,190,947.00 | See Totals |
| Homeland Security Grant Program | 97.067 | 2022-FA-GG02-P410- -4101-D | \$0.00 | \$1,464,400.00 | \$1,464,400.00 | See Totals |
| Homeland Security Grant Program | 97.067 | 2022-FA-GH01-P410- -4101-D | \$0.00 | \$6,250,000.00 | \$6,250,000.00 | See Totals |
| | | | \$0.00 | \$13,905,347.00 | \$13,905,347.00 | \$0.00 |

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
Homeland Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
Gail Cram,

DATE
Sun Sep 18 01:22:54 GMT 2022

18. FEMA SIGNATORY OFFICIAL (Name and Title)

DATE
Fri Sep 02 19:56:50 GMT 2022



Pamela S. Williams
Assistant Administrator
Grant Programs Directorate

PAMELA SUSAN WILLIAMS,

22SHSP Investment Justification

Washington is comprised of 39 counties with geography including forests, mountains, islands, rainforests, rivers, lakes, and plains. The U.S. Bureau of Economic Analysis ranked Washington 8 of 50 states for gross domestic product in 2021; several world-class organizations headquarter their operations within the state. Washington has marine, aviation, rail, and road transportation infrastructure to support its position as a bustling trade center. Over half of Washington's 7.77 million population lives in the Seattle metropolitan area located along the Puget Sound. This area is the center of transportation, business, and industry and is the fastest growing region in the state. A vast majority of the state's population lives in densely settled urbanized areas. Understanding Washington's population is critical in order to mitigate vulnerabilities, respond to incidents, and effectively concentrate recovery efforts.

Furthermore, Washington is subject to 10 natural and 7 human-caused hazards. The THIRA focuses on eight of those risks: cyber attack, earthquake, explosive devices (terrorism), flood, hazmat release (radiological), pandemic- human (biological), tsunami, and wildland fire. The 2022 Washington State Risk Profile scored the state's relative risk as 8.77, ranking it as the 12th highest at-risk state. Washington State has consistently had a high relative risk score (ranked in the top 25% of states for the past seven years) and must be prepared to prevent, respond to, mitigate, and recover from acts of terrorism.

The FY22 projects were selected to build upon or sustain a range of Core Capabilities identified in the 2021 SPR as having significant gaps as well as to support the six National Priority Areas. The investments support the Planning, Organization, Equipment, Training, and Exercise solution areas with a focus in the following Core Capabilities: Access Control & Identity Verification; Community Resilience; Critical Transportation; Cybersecurity; Forensics & Attribution; Infrastructure Systems; Interdiction & Disruption; Logistics & Supply Chain Management; Mass Care Services; Mass Search & Rescue Operations; On-Scene Security, Protection, & Law Enforcement; Operational Communications; Operational Coordination; Physical Protective Measures; Planning; Public Health, Healthcare, & Emergency Medical Services; Public Information & Warning; Screening, Search, & Detection; Situational Assessment; and Supply Chain Integrity & Security.

Region 6 terrorist targets include:

Passenger Ferry System

Seattle Space Needle

Annual St. Patrick's Day Parade, attendance 35,000

Large Employer Headquarters, Microsoft, Facebook, Boeing, Starbucks

22SHSP ENDURING NEEDS SUBPROJECTS WORK PLAN

King County, Office of Emergency Management (OEM)

ENDURING NEEDS AMOUNT \$836,192

Investment #1: WA SHSP Sustainment

The State is divided into 9 Regions which differ in geography (marine to desert), major industry (large business to agricultural), and population (dense urban settings to rural). Each region develops projects to address their specific risks and hazards which sustain previously built capabilities or close identified gaps. Most initiatives can be tied back to building regional capability to prevent, protect, respond, and recover and be in a state of readiness should a natural or human-caused catastrophic incident occur.

Gaps identified in: -Community Resilience: Need to incorporate equity and social justice and access and functional needs -Critical Transportation: Transportation needed for the delivery of vital response personnel, equipment, and services into the affected areas -Cybersecurity: Lack of a vulnerability analysis, outdated servers and workstations -Interdiction & Disruption: Special teams do not have access to updated equipment -Infrastructure Systems: Lack of proper network access to link to remote city/county facilities -Mass Care Services: Lack of adequate mass care facilities, lack of local mass care volunteers and training opportunities - Mass SAR Operations: Need to train responders to the Structural Collapse Tech Level, lack of heavy lifting/shoring and cutting/breaching rescue equipment -On-Scene Security, Protection, & LE: Lack of local funding to maintain and replace aging and/or expiring equipment and PPE -Operational Comms: Geographical challenges and changes in communications technology hamper the reliability of communications -Operational Coord: Lack of regional coordination to prioritize projects, connect partners, and share products -Physical Protective Measures: Lack of surveillance cameras and alarm systems in local jurisdictions - Planning: ESF plans are out of date, lack of updated continuity plans -Public Information & Warning: Lack of robust public education campaigns, lack of reliable and consistent messaging -Screening, Search, & Detection Lack of screening and monitoring equipment for large public festivals and events within local jurisdictions -Situational Assessment: Lack of common operating picture and information sharing.

EN PROJECT #6: SHSP Region 6- Homeland Security Project

Region 6 will prioritize subprojects based on regionally identified gaps. The Region is challenged by capability gaps which include Planning due to the lack of updated plans and maintaining cross-jurisdictional planning efforts and Mass Search and Rescue Operations due to the need for necessary rescue equipment as well as trained personnel.

Through planning, equipment, and training, activities will include: Planning: Conduct regional planning to develop counterterrorism activities and manage situational awareness resources to ensure coordination across multiple jurisdictions. Mass Search and Rescue Operations: Provide refresher technician level training with specialized equipment in a real collapse environment and purchase specialized equipment for search and rescue operations in structures. The funding priorities will support the region in their effort to address identified capability gaps related to terrorist-related risks and will enhance the ability to prepare for, respond to, and recover from terrorism events.

SUBPROJECT #1 Planning

CORE CAPABILITIES

| | | |
|---|-------------------|-------------------------------|
| Planning (EN & CS, IIS, DVE, ET) | | Core Capability #1 |
| Sustaining or Enhancing? | <i>Sustaining</i> | |
| Intelligence & Information Sharing (All NPAs) | | Core Capability #2 (optional) |
| Sustaining or Enhancing? | <i>Enhancing</i> | |

| PLANNING | ORGANIZATION | EQUIPMENT | TRAINING | EXERCISE | TOTAL |
|--------------|--------------|-----------|----------|----------|---------------------|
| \$459,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$459,000.00 |

GAP(S) IDENTIFIED

Planning C. The region needs coordinated public messaging procedures, polices, and training (revised by SMEs at Public Information and Warning Workshop November 15, 2018). (2021SPR pg 8)

Approaches: Planning C. Create update, maintain regional cross jurisdictional planning efforts. (2021SPR pg. 18) (2021SPR pg. 16)

ACTIVITIES TO BE PERFORMED

Activities to be performed by Emergency Planners and Zone Liaison Program Assistants:

- Host mass care forum and coordinate on regional functions such as workshop facilitation.
- Conduct regional planning to develop counterterrorism and other catastrophic event prevention activities.
- Manage situational awareness resources (e.g. WebEOC), ensuring consistent intelligence and information sharing across multiple jurisdictions. This includes awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners, including nonprofit organizations.
- Sustain and maintain regional Access Control and Identity Verification standards for the Seattle Urban Area, including personnel resources, equipment, and related policies as well and Deployment of specialized alert & warning software (KCIInform) to organizations regionally.
- Perform planning activities (continuity, response, and hazard identification) consistent with developing and implementing homeland security support programs in the Seattle Urban Area, and regionally adopting ongoing DHS/FEMA national initiatives locally that are in alignment with current threats and hazards outlined across the National Priority Areas.
- Collaborate with regional jurisdictions and act as a liaison to facilitate information and intelligence sharing between Region 6 and constituent jurisdictions.

ASSOCIATED DELIVERABLES/OUTPUTS (IMMEDIATE)

- Region 6 Zone Coordination for jurisdictional support, planning integration, and engagement.
- Mass Care practices and response plans standardized (as best as possible) with regional actors. Regional understanding of available resources and deployment process.
- Communications platform that reflects the needs of ESF 5 and integration with regional stakeholders.
- Access & Control resource deployment and cache and personnel in at-ready status.
- Strategic priorities of regional stakeholders represented in addressing identified gaps and input collected on best approaches in alignment with THIRA/SPR findings.

DESIRED OUTCOMES (INTERMEDIATE AND LONG-TERM)

The desired outcome is a connected community of stakeholders through multiple mediums; through technological situational awareness and incident management systems, through deployment and maintenance of alert & warning systems and most importantly through the facilitation of in-person workgroups to foster stakeholder relationships in Region 6 and beyond.

NEXUS TO TERRORISM

Fundamentally this investment is designed to provide capabilities to confront the regional challenges associated with an incident of terrorism. Planning activities at this level ensure that consistency is achieved across the disciplines and jurisdictions for the capabilities identified in the proposal. This standardization is applied at the assessment phase to identify the regional hazards from such an incident, the policy needed to operationalize situational awareness resources, and response needs for coordinating activities such as regional mass care.

| SUBPROJECT #2 | | ESF 4 Structural Collapse Equipment & Training | | | |
|---|--------------|--|-------------|----------|---------------------|
| CORE CAPABILITIES | | | | | |
| Mass Search & Rescue Operations | | Core Capability #1 | | | |
| Sustaining or Enhancing? | Sustaining | | | | |
| PLANNING | ORGANIZATION | EQUIPMENT | TRAINING | EXERCISE | TOTAL |
| \$0.00 | \$0.00 | \$317,000.00 | \$15,192.00 | \$0.00 | \$332,192.00 |
| GAP(S) IDENTIFIED | | | | | |
| The complex coordinated terrorist attack scenario evaluated in the 2020 UASI THIRA emphasizes the devastation improvised explosive devices (IED) and vehicle borne IEDs (VBIED) cause. | | | | | |
| Local responders must have specialized training and equipment to be effective at performing these unique technical search and rescue missions. This same capability (training and equipment) will be required to save lives from structures that collapse during an earthquake or other disaster. | | | | | |
| During the SPR assessment, equipment lifecycle was determined to be a factor that will continue to challenge our Structural | | | | | |

Collapse Technician capability throughout Region 6 (King County). For this specialized equipment to be readily available and deployable we need to continue to address equipment quantity and maintenance.

SPR Documented Gaps: Core Capability: Mass Search and Rescue Operations, Solution Area: Equipment

A. Need heavy lifting/shoring and cutting/breaching rescue equipment packages.

Approach: Core Capability: Mass Search and Rescue Operations, Solution Area: Equipment

A. Pursue funding to purchase Structural Collapse Equipment and Special Hazard PPE for responders.

Attrition and turnover are the two key areas identified during the SPR assessment, that will continue to challenge our Structural Collapse Technician capability throughout Region 6 (King County). These specialized skills are perishable and require periodic refresher training to be safe and effective.

SPR gaps: Core Capability: Mass Search and Rescue Operations, Solution Area: Training

Regionally, 3,000 structural collapse rescue/search technicians are required to respond to and mitigate a large-scale regional incident. Technicians who have completed this course will be able to lead a group of Firefighters on rescue missions in a disaster situation.

Approach: Core Capability: Mass Search and Rescue Operations, Solution Area: Training

A. Funding to support necessary equipment and training personnel backfill for the Department of Homeland Security approved WMD Structural Collapse and Heavy Rescue Technician training classes.

ACTIVITIES TO BE PERFORMED

-Two sessions of a multiple day training session will be conducted. Local responders will receive Technician level training with specialized equipment in a real collapse environment.

-Purchase and provide to local responders specialized equipment needed to safely approach, breach, break, cut, burn, lift, support, and stabilize, to gain access through concrete, steel, or other structural components during search and rescue operations in heavy floor, heavy wall, steel, and concrete structures.

ASSOCIATED DELIVERABLES/OUTPUTS (IMMEDIATE)

-Technician level refresher training provided to Region 6 responders who completed the full 80-hour SCT program in prior years. Local responders develop skills to breach, break, cut, burn, lift, support, and stabilize, to gain access through concrete, steel or other structural components during search and rescue operations in heavy floor, heavy wall, steel and concrete.

-Local responders have the necessary equipment and tools to use their specialized skills to breach, break, cut, burn, lift, support, and stabilize, to gain access through concrete, steel or other structural components during search and rescue operations in heavy floor, heavy wall, steel and concrete structures.

DESIRED OUTCOMES (INTERMEDIATE AND LONG-TERM)

-Building the required structural collapse and heavy rescue capability within the region is an ongoing process that requires maintenance along the way. This project ensures that our initial investment in training first responders to the technician level is sustained and ready when needed.

-Ensuring the trained Structural Collapse and Heavy Rescue Technicians throughout Region 6 have access to the specialized and interoperable equipment that they were trained to use in order to respond to terrorism incidents and save lives.

NEXUS TO TERRORISM

Acts of terrorism, including the use of explosives or transportation (vehicles, aircraft, etc.), are intended to target people, often as they congregate in buildings. The magnitude of this type of incident will require a response that far exceeds the standard Fire/EMS/Hazmat response capability. While many threats and hazards exist in the Seattle Urban Area, the regional consensus is that a complex coordinated terrorist attack (CCTA), as in Paris (2015), Brussels (2016), and Barcelona (2017), are likely to include the use of explosives or other means to effect mass destruction of occupied buildings.

The complex coordinated terrorist attack scenario evaluated in the 2020 UASI THIRA emphasizes the devastation improvised explosive devices (IED) and vehicle borne IEDs (VBIED) cause. On December 25, 2020, an RV camper VBIED exploded in downtown Nashville, Tennessee. The blast tore into adjacent buildings causing significant damage and structural collapse. On June 24, 2021, the collapse of the Champlain Towers South beachfront condominium reminded the world of how important Structural Collapse and Heavy Rescue Technician training and equipment is for providing life-saving responses.

The rise in Domestic Violent Extremists enhances the need for structural collapse training. In November 2019, Richard Holzer was arrested for plotting to blow up the Temple Emanuel Synagogue in Pueblo, Colorado. He wanted the bombing to send a message to Jewish people that they must leave his town, "otherwise people will die."

A two-year study by the Martin Center for Architectural and Urban Studies, University of Cambridge titled "Reducing Human

Casualties in Building Collapse" found that the number of people saved after collapse is a function of the capability of the rescue and emergency medical activities together with the survival time of those trapped in the rubble. The potential for lifesaving in a stricken community relies heavily on the capabilities of the people on the spot. Specialty rescue teams arriving later in the incident are unlikely to make much of a difference in the overall death toll. Local responders must have specialized training and equipment to be effective at performing these unique technical search and rescue missions.

22SHSP NATIONAL PRIORITY AREA PROJECTS WORK PLAN

King County, Office of Emergency Management (OEM)

AMOUNT **\$268,750**

National Priority Areas

In assessing the national risk profile for FY 2022, six priority areas attracted the most concern. Due to the unique threats that the nation faces in 2022, DHS/FEMA has determined that these six priorities should be addressed by both allocating specific percentages of HSGP funding to certain areas as well as allocating the remaining percentage across the remaining priorities. The following are the six priority areas for FY 2022:

- 1) Enhancing the protection of soft targets/crowded places (ST/CP)
- 2) Enhancing information and intelligence sharing and analysis (IIS)
- 3) Combating domestic violent extremism (DVE)
- 4) Enhancing cybersecurity (CS)
- 5) Enhancing community preparedness and resilience (CP&R)
- 6) Enhancing election security (ES)

Washington State will meet the 22SHSP priorities across multiple state and local projects.

Investment #2: WA SHSP National Priority: Soft Targets and Crowded Places

Soft targets and crowded places (ST-CPs) are increasingly appealing to terrorists and other violent extremist actors because of their relative accessibility and the large number of potential targets. This challenge is complicated by the prevalent use of simple tactics and less sophisticated attacks. Segments of our society are inherently open to the general public, and by nature of their purpose do not incorporate strict security measures. Given the increased emphasis by terrorists and other violent extremist actors to leverage less sophisticated methods to inflict harm in public areas, it is vital that the public and private sectors collaborate to enhance security of locations such as transportation centers, parks, restaurants, shopping centers, special event venues, and similar facilities. Per the DHS Soft Targets and Crowded Places Security Plan Overview, "Reducing the risk of attacks against ST-CPs and reducing impacts of attacks that do occur is a shared mission..."

In the 2021 State SPR, the following gaps were identified related to preventing and preparing for to a terrorist attack on a ST-CP: -Operational Communications: Radio communication gaps in local jurisdictions due to aging equipment and infrastructure, changes in technology and the inability to keep pace, and challenges due to mountainous terrain; -On-Scene Security, Protection, & LE: LE needs UAS during large festivals and public events to identify and monitor suspicious activity; and - Screening, Search, & Detection: Lack of surveillance equipment and a need for specialized equipment for LE and specialty department agencies for continued support to LE and the communities they serve. For response, gaps will be addressed in the following: -Mass SAR Operations: Lack of Mass SAR equipment, and PPE in local jurisdictions, especially for specialty teams and a need to maintain equipment and training to ensure readiness; -Interdiction & Disruption: Lack of equipment; a need to replace expiring equipment and improve electronics, ballistic protection, communication, and other equipment used in LE operations; and lack of training and awareness of the working environment; and -Operational Coordination: Staff turnover may have created gaps in training in some departments.

Through a collaborative ranking and selection process, Washington has identified several key projects to address gaps and sustain/enhance core capabilities directly related to the ST-CPs National Priority Area.

PROJECT #1 ***NP ST/CP: Regional Bomb Team Equipment (Investment 2, Project 8)***

NATIONAL PRIORITY AREA

Soft Targets/Crowded Places

BRIEF PROJECT DESCRIPTION

This project funds the purchase and deployment of a specialized deployable x-ray system, golden x-ray 150 sources, and fragmentation bags to King County Sheriff's Office Bomb Disposal Unit. The digital x-ray systems allow bomb technicians to diagnose explosive devices manufactured by terrorist organizations and this equipment will allow for rapid imaging of small backpack size items.

CORE CAPABILITIES

Screening, Search, & Detection (EN & CS, ST/CP, DVE, ET)

Core Capability #1

| | | | | | |
|--|------------------|-------------------------------|----------|----------|-------------|
| Sustaining or Enhancing? | <i>Enhancing</i> | Core Capability #2 (optional) | | | |
| Interdiction & Disruption (EN & ST/CP, IIS, DVE, & ET) | | | | | |
| Sustaining or Enhancing? | <i>Enhancing</i> | | | | |
| PLANNING | ORGANIZATION | EQUIPMENT | TRAINING | EXERCISE | TOTAL |
| \$0.00 | \$0.00 | \$90,000.00 | \$0.00 | \$0.00 | \$90,000.00 |

GAP(S) IDENTIFIED

Screening, Search, and Detection (Page 100 of 478, UASI SPR): Equipment GAP:

C. Lightweight, portable, digital X-ray equipment, and situational awareness equipment, like wall radar systems and thermal imagery equipment, are needed for Law Enforcement Response to support high risk missions to combat a possible terrorist threat. (Region-1 Bomb Team HLS Region 1 State Workshop, 2018, and 2020 Fall LE UASI Sub- Committee Meeting).

Screening, Search, and Detection (Page 109 of 478, UASI SPR): Equipment APPROACH:

C. Purchase of Radar Wall Systems, X-Ray and Digital X-ray unit/equipment which is portable and transportable including backscatter X-ray systems), related attachments, equipment, film, image screens, computers for image storing/transmission, upgrades. This equipment is necessary for all Seattle UASI Arson and Bomb Teams (ABS) and Special Weapons and Tactics teams (SWAT). This technology will provide the ability to take hard x-rays and digital images of items, such as vehicles, backpacks, or containers and is a critical aspect to response, protection, and recovery from IED and CBRNE incidents. Wall radar systems will allow special teams to have a rapid situation awareness assessment capability to high-risk targets and missions.

ACTIVITIES TO BE PERFORMED

Purchase and deployment of a specialized deployable x-ray system, golden x-ray 150 sources, and fragmentation bags to King County Sheriff's Office Bomb Disposal Unit.

COLLABORATION

Investment proposals were developed through multiple stages, involving regional stakeholders at each phase. The initial review was managed through the Region 6 Police Chief's Association before being advanced. The next forum for vetting is the Support for First Responders workgroup which is organized as a subgroup of the Region 6 Emergency Management Advisory Committee, which is large multi-disciplinary body that provides a final review before a recommendation for investment.

ASSOCIATED DELIVERABLES/OUTPUTS (IMMEDIATE)

The immediate deliverable of this project is enhanced response capability that supports the prevention and detection of terrorism and homegrown extremism threats in Homeland Security Region 6. The purchase of Golden X-Ray 150 supports more mobile and dismounted capabilities for the regional teams. This specialized equipment supports on-scene screening and overall threat assessment time will be reduced.

DESIRED OUTCOMES (INTERMEDIATE AND LONG-TERM)

Long-term, this project allows Special Teams to support complex missions by deploying with rapid detection equipment that allows them to detect and remove hazardous devices that may cause harm to soft targets, critical infrastructure, transportation networks, and supply chains. Teams will be able to detect, potentially prevent, respond to, and recover from terrorism and homegrown extremism threats more rapidly with this equipment investment.

NEXUS TO TERRORISM AND NPA

The purchase of specialized deployable x-ray systems and supporting equipment has a direct nexus to terrorism prevention and response in the population dense Seattle area and throughout Homeland Security Region 6. This investment will support the special law enforcement teams in Region 6 by building and enhancing capabilities to respond to terrorism and homegrown extremism threats. Teams will be able to detect, potentially prevent, respond to, and recover from terrorism and homegrown extremism threats more rapidly with this equipment.

The Bomb Squads in the Seattle area have evaluated current capabilities and will continue to identify technology gaps by evaluating Chemical Biological Radiological Nuclear and Explosive (CBRNE) prevention, detection, response, and recovery capabilities for Regional Explosive Detection Teams (FBI Certified Bomb Teams) and aligning gaps with National Priority Areas to best support not only Seattle Regional objectives, but national prevention, detection, response, and recovery capabilities.

Investment #6: WA SHSP National Priority: Community Preparedness and Resilience

Community organizations are the backbone of civic life and therefore, must have the capabilities to withstand acts of terrorism and provide essential services, especially to members of underserved communities, in the aftermath of an attack. Focus on equity and investing in strategies that meet the needs of underserved communities will strengthen the whole of community system of emergency management. The whole community includes children; older adults; individuals with disabilities, and others with access and functional needs; those from religious, racial, and ethnically diverse backgrounds; and people with limited English proficiency. Additionally, equity in emergency management requires proactively prioritizing actions that reinforce cultural competency, accessibility, and inclusion, as well as reflect the historical context of specific groups of people.

As communicated in 2021 State SPR, the Community Preparedness & Resilience (CP&R) capability gaps that will be addressed are: -Public Information & Warning: a need to establish a process for promptly distributing emergency communications in the identified top languages; a need for an updated unified public education strategy to include better coordinated public messaging procedures, policies, and training; and a lack of clarity regarding who will be issuing messages and how quickly they will provide accurate and reliable statements to the public; -Operational Coordination: Staff turnover has created gaps in training and a need for integrated training and exercises between emergency response agencies, healthcare providers, the private sector, and the community to facilitate unified command operations; -Community Resilience: Large segments of the population (individuals, families, communities, organizations) that have the ability to become prepared have not been motivated/interested in taking action to prepare for emergencies and more trained volunteers are needed (Community Resilience gaps are derived from the 2021 Seattle UASI SPR, which rolls up within the State SPR.); and -Logistics & Supply Chain Management: Most jurisdictions need developed plans for maintaining and restoring the supply chain after a natural, terrorist, or biological event.

Through a collaborative ranking and selection process, Washington State has identified several key projects within this Investment to address gaps and sustain/enhance core capabilities directly related to the CP&R National Priority Area.

PROJECT #2 NP CP&R: Community Preparedness & Resilience (Investment 6, Project 4)

NATIONAL PRIORITY AREA

Community Preparedness & Resilience

BRIEF PROJECT DESCRIPTION

Public Education and preparedness outreach efforts in Region 6 to improve the community’s ability to respond during an emergency. Information and best practices will be shared at community engagement venues to limit the impact of disasters and enhance overall awareness of the threats and potential hazards in the region. The community outreach workgroup is a collection of public educators in the emergency management field from various jurisdictions and non-profits in Region 6, and they’re the body entrusted with ensuring a whole community approach is utilized to close gaps and enhance response capacity.

CORE CAPABILITIES

| | | | | | |
|--|---------------------|-------------------------------|-----------------|-----------------|--------------------|
| Community Resilience (EN) | | Core Capability #1 | | | |
| Sustaining or Enhancing? | <i>Enhancing</i> | | | | |
| Public Information & Warning (EN & All NPAs) | | Core Capability #2 (optional) | | | |
| Sustaining or Enhancing? | <i>Sustaining</i> | | | | |
| PLANNING | ORGANIZATION | EQUIPMENT | TRAINING | EXERCISE | TOTAL |
| \$50,000.00 | \$15,000.00 | \$0.00 | \$20,000.00 | \$0.00 | \$85,000.00 |

GAP(S) IDENTIFIED

- A. Large segments of the population (individuals, families, communities, organizations) that have the ability to become prepared have not been motivated/interested in taking action to prepare for emergencies such as developing emergency plans, building emergency kits, etc.
- B. Need to further understand and research barriers to preparedness. Need to research effective outreach strategies for different populations including low income, communities, organizations, etc.)
- C. Need to better understand which preparedness actions provide the greatest benefit to individuals and communities,

particularly vulnerable populations and shift messaging and programs to focus on those areas throughout the region. (2021 UASI SPR pg 128).

ACTIVITIES TO BE PERFORMED

- Emergency Preparedness Counterterrorism Outreach: In-person preparedness education and outreach regionwide.
- Emergency Response Skills Training aimed at preparing for and responding to incidents of terrorism: KCOEM will provide emergency response skills training (Basic - family and communication planning, community awareness, hazard awareness, emergency supplies, recognizing terrorism indicators; and Advanced - Fire Extinguisher and First Aid). Two to four classes per month will be held at community center and library locations. Specific topics to be addressed include basic preparedness, crime prevention/anti-terrorism, and fire safety/fire as a weapon. These sessions will occur monthly at a minimum.
- Alert King County Opt-Ins: KCOEM will develop and purchase marketing materials and advertisements to encourage the public to sign up for emergency alerts.
- LEP/AFN Outreach: KCOEM will work with offices of refugee and resettlement and other community/faith-based agencies that serve LEP and AFN populations to learn how to provide timely counterterrorism and emergency resilience information to LEP populations and incorporate preparedness information and training into their standard programming through Memorandums of Understanding and other pertinent documentation.

COLLABORATION

The Community Outreach Workgroup (COW) represents a broad cross segment of the whole community and serves as a way for regional professionals and emergency managers to collaborate and align activities in the overall organization's outreach and communications plan. The cohort extends beyond governmental organizations, with extensive efforts to cultivate relationships with community-based organizations to ensure efforts are not taken with a top-down approach but instead activities planned are developed with these community groups as partners. The workgroup meets regularly and has done so going back over a decade.

ASSOCIATED DELIVERABLES/OUTPUTS (IMMEDIATE)

- Training program with a mature curriculum that occurs with regular frequency to build consistency for constituents, as well as subject matter content that reflects the needs of the desired audience utilizing a whole community approach and predicated on gaps identified in the regional THIRA/SPR.
- Vetted informational resources for community partners to share broadly within their organizations that focus on educating the public about the specific threats derived from terrorism of both a domestic and international origin.
- Maximized capacity to deliver timely alerts about threats and incidents that occur in the region. This includes terrorism and human caused events but also incorporates a general response functionality.

DESIRED OUTCOMES (INTERMEDIATE AND LONG-TERM)

A more prepared and resilient community with the tools and informational resources to best respond to the litany of potential hazards that could arise in a diverse community that covers a dense metropolitan area as well as rural communities.

NEXUS TO TERRORISM AND NPA

This investment is multipronged. Firstly, it seeks to provide the whole community with the knowledge necessary to recognize potential indicators of terrorism so that constituents are empowered to respond and be resilient. Secondly, it expands the reach of the ability of emergency managers to provide timely alert and warning to the community should an incident occur. Thirdly, it can act as a conduit to share and disseminate information from state and federal partners crucial to preparing for, mitigating, and recovering from potential incidents of terrorism.

Investment #3: WA SHSP National Priority: Information and Intelligence Sharing

This investment supports timely sharing of information and actionable intelligence to ensure partners, stakeholders, and senior leaders can make informed decisions. Cooperation and information sharing among SLTT and federal partners across all areas of the homeland security enterprise, including counterterrorism (international and domestic), cybersecurity, and transnational organized crime is critical to operations and the prevention of, preparation for, protection against, and response to acts of terrorism, other threats to life, and criminal acts of targeted violence.

The mission of the Washington State Fusion Center (WSFC), the state's only fusion center, is to support the public safety and homeland security missions of SLTT agencies and private sector entities. The WSFC is a unified counterterrorism, "all crimes" fusion center, incorporating agencies with intelligence, critical infrastructure, public safety, preparedness, resiliency, response and recovery missions. The WSFC provides timely, relevant and high-quality information and intelligence services.

The WSFC operates under an executive board comprised of local, state and federal law enforcement (LE) executives dedicated

to furthering intelligence capabilities. The cadre of analysts are funded through federal grants made available to state and local entities and collaborate under a common mission to address the Intelligence and Information Sharing (I&IS) core capability. Coordination and communication occur with partners including LE, fire, emergency management, public health, critical infrastructure and private sector personnel.

As communicated in the 2021 State SPR, I&IS capability gaps that will be addressed are:

1. [Securing] local funding for sustainment [of] intelligence analysts continues to be a challenge.
2. Need for Regional IT equipment at the WSFC to support LE and intelligence analysts.
3. Funding to support the required training of intelligence analysts.

The WSFC is responsive to Fusion Center Performance Measures 2022.1 to 2022.25 to directly sustain current capabilities and performance.

Our nation faces an evolving threat environment, where threats emanate not only from outside our borders but also from within our communities. This changing environment demonstrates the critical need to support the WSFC. Three key projects have been identified to sustain the capability.

| | |
|-------------------|---|
| PROJECT #3 | NP IIS: Region 6 Fusion Center Analyst (Investment 3, Project 2) |
|-------------------|---|

NATIONAL PRIORITY AREA

Information & Intelligence Sharing & Analysis

CORE CAPABILITIES

| | |
|---|--------------------|
| Intelligence & Information Sharing (All NPAs) | Core Capability #1 |
| Sustaining or Enhancing? | |

| PLANNING | ORGANIZATION | EQUIPMENT | TRAINING | EXERCISE | TOTAL |
|----------|--------------|-----------|----------|----------|--------------------|
| \$0.00 | \$85,000.00 | \$0.00 | \$0.00 | \$0.00 | \$85,000.00 |

GAP(S) IDENTIFIED

Intelligence and information sharing across the region. There will always be a gap in information sharing, this investment continues to sustain the intelligence analytical and information sharing capability, in support of the Region and the Washington State Fusion Center (WSFC). The focus is to continue to fill the strategic plan goal of providing timely accurate and actionable information the investment is primarily dedicated to funding contract personnel, assigned as Intelligence Analysts, collaborating with the WSFC.

The SPR found the following:

GAPS (2021 Seattle SPR Page 62 of 452):

Planning: A. There is a need to identify and support processes that would engage the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives. Organization: A. Local funding for sustainment for intelligence analysts and representatives continues to be a challenge.

APPROACH (2021 Seattle SPR Pages 63-64 of 452):

Area: Planning A. Support planning efforts that would identify critical objectives during the planning process, provide a complete and integrated picture of the sequence and scope of the tasks to achieve the objectives, and ensure the objectives are implementable within the timeframe contemplated within the plan using available resources for prevention-related plans.

ACTIVITIES TO BE PERFORMED

This project will sustain approximately two thirds of one Fusion Center analyst personnel contract which includes, salary, program specific travel, and training. Activities include, but are not limited to:

- Monitor, analyze, evaluate and prioritize contemporary conditions and threat developments for relevance, significance, validity and potential applications to law enforcement, emergency management, and first responder operations countering terrorism against the King County Region, critical infrastructure, public services, and communities
- Identify threats/risks from domestic violent extremists, international terror groups, self-radicalized individuals with aspirational-based violence, and significant organized crime elements--analyze/assess likelihood and impact within the region; develop briefings, visual aids, and written reports: THIRA, SPR, DHS National Critical Infrastructure Prioritization Program Data Call, Special Events Data Call
- Gather, research, analyze, and amplify information from a spectrum of databases defining the Seattle-Tacoma-Bellevue Metropolitan Statistical Area (STB MSA); apply local/regional perspectives to threats/risks or hazard scenarios; assess and

prioritize potential targets; collaborate with subject-matter-experts; and extract operational statistics, technical measurements, and threat capabilities/risk factors for SHSP decision-makers

- Contribute specialized analytical and technical skills to interpret, process, document, and disseminate emergent threat behaviors, risk factors, and indications/warning from federal, state, tribal, and local law enforcement, emergency management, first responder, public/private organizations and critical infrastructure resources
- Reduce ambiguity, analyze incremental developments of an emergent threat situation or risk factor, and translate a shared frame of reference for situational 'awareness' into situational 'understanding'
- Identify problems, conduct research, analyze, and write Special Event Threat Assessments to provide context and implications about an existing or emerging threat, risk, or hazard to a planned SHSP regional event

ASSOCIATED DELIVERABLES/OUTPUTS (IMMEDIATE)

This project will continue to sustain activities performed by the King County Fusion Center Analyst which include: Special Event Threat Assessments, Threat Briefings, strategic intelligence products in support of law enforcement and key critical infrastructure, and support of other UASI Regional Intelligence Groups.

DESIRED OUTCOMES (INTERMEDIATE AND LONG-TERM)

Detect, deter, and prevent terrorist attacks and through open information sharing whenever possible. Ensure the right people, get the right information, at the right time. Maintain the statewide Intelligence gathering and dissemination system that has proven effective in supporting National Priorities- including cybersecurity, soft target and crowded places, and emerging threats through daily operations, planning, training & awareness, exercises, and response.

NEXUS TO TERRORISM

Analysts research, analyze and provide knowledge on threats and impacts from domestic violent extremists, international terror groups, radicalized individuals, and cyber-attacks. The Washington State Fusion Center's mission includes supporting the public safety and homeland security missions of federal, state, local, tribal agencies and private sector by detecting, deterring, and preventing terrorist attacks. The WSFC is an integral part of the intelligence cycle and actively identifies and analyzes local context of credible threats for its area of responsibility as well as facilitating the sharing of threat information with stakeholder agencies in accordance with the intelligence cycle and dissemination protocols.

22SHSP Budget

King County, Office of Emergency Management (OEM)

AGREEMENT AMOUNT \$1,104,942

AMOUNT

LETPA \$274,500.00
25% of the agreement total

PERSONNEL \$553,000.00
50% of the agreement total

M&A \$53,750.00
5% of the agreement total

Sustainment Subproject(s)

AMOUNT

| | | |
|---------------|--|---------------------|
| SUBPROJECT #1 | Planning | \$459,000.00 |
| SUBPROJECT #2 | ESF 4 Structural Collapse Equipment & Training | \$332,192.00 |
| | M&A | \$45,000.00 |
| | <i>SUBTOTAL</i> | \$836,192.00 |
| | <i>INDIRECT</i> | \$0.00 |
| | TOTAL | \$836,192.00 |

National Priority Area Project(s)

AMOUNT

| | | |
|------------|--|---------------------|
| PROJECT #1 | NP ST/CP: Regional Bomb Team Equipment (Investment 2, Project 8) | \$90,000.00 |
| PROJECT #2 | NP CP&R: Community Preparedness & Resilience (Investment 6, Project 4) | \$85,000.00 |
| PROJECT #3 | NP IIS: Region 6 Fusion Center Analyst (Investment 3, Project 2) | \$85,000.00 |
| | M&A | \$8,750.00 |
| | <i>SUBTOTAL</i> | \$268,750.00 |
| | <i>INDIRECT</i> | \$0.00 |
| | TOTAL | \$268,750.00 |

| 22SHSP TIMELINE | |
|--|--|
| <i>King County, Office of Emergency Management (OEM)</i> | |
| DATE | TASK |
| September 1, 2022 | Grant Agreement Start Date |
| NLT January 31, 2023 | Submit proof of completion of Nationwide Cybersecurity Review (NCSR) - <i>NCSR system closes February 28, 2023</i> |
| January 2023 | Estimated date work scheduled for one or more subprojects/projects |
| April 30, 2023 | Submit Reimbursement Request and Progress Report |
| July 31, 2023 | Submit Reimbursement Request and Progress Report |
| October 31, 2023 | Submit Reimbursement Request and Progress Report |
| January 31, 2024 | Submit Reimbursement Request and Progress Report |
| April 30, 2024 | Submit Reimbursement Request and Progress Report |
| July 31, 2024 | Submit Reimbursement Request and Progress Report |
| October 31, 2024 | Submit Reimbursement Request and Progress Report |
| January 31, 2025 | Submit Reimbursement Request and Progress Report |
| April 30, 2025 | Submit Reimbursement Request and Progress Report |
| July 31, 2025 | Grant Agreement End Date |
| September 14, 2025 | Submit Final Reimbursement Request and Closeout Report |

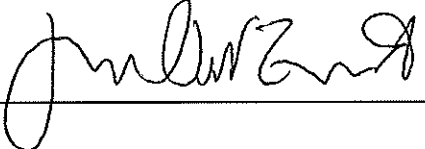
HSGP Performance Period: September 1, 2022 to August 31, 2025

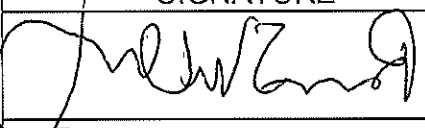
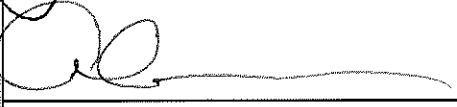
SIGNATURE AUTHORIZATION FORM


WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

| | |
|--|------------------------------|
| NAME OF ORGANIZATION King County Office of Emergency Management | DATE SUBMITTED 11/15/2022 |
| PROJECT DESCRIPTION FFY 22 SHSP | CONTRACT NUMBER E23-087 |

| 1. AUTHORIZING AUTHORITY | | |
|--|--------------------|----------------------|
| SIGNATURE | PRINT OR TYPE NAME | TITLE/TERM OF OFFICE |
|  | Brendan McCluskey | Director |
| | | |
| | | |

| 2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS | | |
|--|--------------------|-----------------|
| SIGNATURE | PRINT OR TYPE NAME | TITLE |
|  | Brendan McCluskey | Director |
|  | Alysha Kaplan | Deputy Director |
| | | |

| 3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT | | |
|--|--------------------|-----------------|
| SIGNATURE | PRINT OR TYPE NAME | TITLE |
|  | Alysha Kaplan | Deputy Director |
| | Celia Taylor | Senior Manager |

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

| | | | |
|---|--|--|---|
| NAME King County Office of Emergency Management | | Doing business as (DBA) | |
| ADDRESS 3511 NE 2nd Street, Suite 100 Renton, WA 98056 | Applicable Procurement or Solicitation #, if any: | WA Uniform Business Identifier (UBI) 578-037-394 | Federal Employer Tax Identification #: 91-6001327 |
| This certification is submitted as part of a request to contract. | | | |

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

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

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

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

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

Bidder or Contractor Signature: Date: 15-NOV-2022Print Name and Title: Brendan McCluskey, Director