

City of Redmond



Agenda

Business Meeting

Tuesday, April 1, 2025

7:00 PM

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

City Council

Mayor

Angela Birney

Councilmembers

Vanessa Kritzer, President

Jessica Forsythe, Vice President

Jeralene Anderson

Steve Fields

Angie Nuevacamina

Osman Salahuddin

Melissa Stuart

REDMOND CITY COUNCIL

AGENDA SECTION TITLE REFERENCE GUIDE

Items From The Audience provides an opportunity for community members to address the Council regarding any issue. Speakers must sign their intention to speak on a sheet located at the entrance of the Council Chamber, and limit comments to **three minutes**.

The **Consent Agenda** consists of routine items for which a staff recommendation has been prepared, and which do not require further Council discussion. A council member may ask questions about an item before the vote is taken, or request that an item be removed from the Consent Agenda and placed on the regular agenda for more detailed discussion. A single vote is taken to approve all items remaining on the Consent Agenda.

Public Hearings are held to receive public comment on important issues and/or issues requiring a public hearing by state statute. Community members wishing to comment will follow the same procedure as for 'Items from the Audience', and may speak after being recognized by the Mayor. After all persons have spoken, the hearing is closed to public comment. The Council then proceeds with its deliberation and decision making.

Staff Reports are presented to the Council by city staff on issues of interest to the Council which do not require Council action.

The **Ombudsperson Report** is made by the Councilmember who is serving as ombudsperson. The ombudsperson designation rotates among Council members on a monthly basis. She/he is charged with assisting community members in resolving issues with city services. The current ombudsperson is listed on the City Council webpage at www.redmond.gov/189/city-council.

The **Council Committees** are created to advise the Council as a whole. They consider, review, and make recommendations to the Council on policy matters in their work programs, as well as issues referred to them by the Council.

Unfinished Business consists of business or subjects returning to the Council for additional discussion or resolution.

New Business consists of subjects which have not previously been considered by Council and which may require discussion and action.

Ordinances are legislative acts or local laws. They are the most permanent and binding form of Council action and may be changed or repealed only by a subsequent ordinance. Ordinances normally become effective five days after they are published in the City's official newspaper.

Resolutions are adopted to express Council policy or to direct certain types of administrative action. A resolution may be changed by adoption of a subsequent resolution.

Quasi-Judicial proceedings are either closed record hearings (each side receiving ten minutes maximum to speak) or public hearings (each speaker allotted three minutes each to speak). Proceedings are those in which the City Council determines the rights or privileges of specific parties (Council Rules of Procedure, Section IV., J).

Executive Sessions - all regular and special meetings of the City Council are open to the public except for executive sessions at which subjects such as national security, property acquisition, contract bid negotiations, personnel issues and litigation are discussed.

Redmond City Council Agendas, Meeting Videos, and Minutes are available on the City's Web Site:

<https://redmond.legistar.com/>

FOR ASSISTANCE AT COUNCIL MEETINGS FOR THE HEARING OR VISUALLY IMPAIRED:

Please contact the City Clerk's office at (425) 556-2194 one week in advance of the meeting.

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

AGENDA

ROLL CALL

I. SPECIAL ORDERS OF THE DAY

- A. PROCLAMATION: National Poetry Month

[Proclamation](#)

II. ITEMS FROM THE AUDIENCE

Members of the public may address the City Council for a maximum of three minutes per person. Please use the speaker sign-up sheet located at the entry of the City Hall Council Chambers available from 6:30 - 7 p.m. on the day of the meeting.

In the event of difficulty attending a meeting in person, please contact the City Clerk (cityclerk@redmond.gov) by 2 p.m. on the day of the meeting to provide written public comment (400-word limit - please label your comment as "Items from the Audience") or for the remote comment registration form.

III. CONSENT AGENDA

A. **Consent Agenda**

1. Approval of the Minutes: March 18, 2025, Regular Meeting, (recordings are available at Redmond.gov/rctv)

[Regular Meeting Minutes for March 18, 2025](#)

2. Approval of Payroll/Direct Deposit and Claims Checks

[Payroll Check Approval Register, March 25, 2025](#)

[Check Approval Register, April 1, 2025](#)

3. [AM No. 25-042](#) Confirmation of New Commission Member Appointments

Department: Executive

Legislative History

3/11/25

City Council

referred to the City Council

4. [AM No. 25-043](#) Confirmation of Board and Commission Member Reappointments

Department: Executive

5. [AM No. 25-044](#) Award Bid to Alpha Developers, LLC of Seattle, WA, in the Amount of \$929,829 for the Fire Station 17 Siding Replacement Project

Department: Public Works

[Attachment A: Project Information Sheet](#)

[Attachment B: Additional Project Information](#)

Legislative History

3/25/25 Committee of the Whole - referred to the City Council
Parks and Environmental
Sustainability

6. [AM No. 25-045](#) Approval of a Consultant Agreement with OAC Services, Inc., in the Amount of \$6,424,350, for the Maintenance and Operation Center (MOC) - Campus Redevelopment Project

Department: Public Works/Parks and Recreation

[Attachment A: Project Information Sheet](#)

[Attachment B: Additional Project Information](#)

[Attachment C: Consultant Agreement](#)

[Attachment D: Issues Matrix](#)

Legislative History

3/25/25 Committee of the Whole - referred to the City Council
Parks and Environmental
Sustainability

7. [AM No. 25-046](#) Approval of a FEMA Subrecipient Agreement with Seattle Fire

Department: Fire

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

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

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

Legislative History

3/18/25 Committee of the Whole - referred to the City Council
Public Safety and Human
Services

8. [AM No. 25-047](#) 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

Department: Fire

[Attachment A: Interagency Agreement](#)

Legislative History

3/18/25 Committee of the Whole - referred to the City Council
Public Safety and Human
Services

9. [AM No. 25-048](#) Acceptance of a Donation, in the Amount of \$16,000, from the Microsoft Corporation, for the Purchase of an Electric Fire Engine

a. Ordinance No. 3210: An Ordinance of the City of Redmond, Washington, Accepting a Donation of Sixteen Thousand Dollars from the Microsoft Corporation to Offset the Cost for the Electric Fire Engine and Authorizing the Mayor to Carry Out the Terms of the Donation

Department: Fire

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

[Attachment B: Ordinance](#)

Legislative History

3/18/25 Committee of the Whole - referred to the City Council
Public Safety and Human
Services

B. Items Removed from the Consent Agenda

IV. HEARINGS AND REPORTS

A. Public Hearings

B. Reports

1. Staff Reports

- a. [AM No. 25-049](#) Fire Prevention 2024 Performance Report
Department: Fire

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

[Attachment B: Executive Summary](#)

Legislative History

3/18/25	Committee of the Whole - Public Safety and Human Services	referred to the City Council
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2. Ombudsperson Report

March: Councilmember Kritzer

April: Councilmember Stuart

3. Committee Reports

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

VII. EXECUTIVE SESSION

VIII. 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



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 4/1/2025
Meeting of: City Council
Day

File No. SPC 25-021
Type: Special Orders of the

PROCLAMATION: National Poetry Month

PROCLAMATION

- WHEREAS,** the Academy of American Poets established the month of April as National Poetry Month in 1996; and
- WHEREAS,** National Poetry Month seeks to highlight the legacy and ongoing achievement of American poets; introduce Americans to the benefits of reading poetry; bring poetry to the community in innovative ways; make poetry an important part of our children's education; and
- WHEREAS,** poetry has produced some of the nation's leading creative artists and has inspired other artists in fields such as music, theatre, film, dance, and the visual arts; and
- WHEREAS,** poetry, as an essential part of the arts and humanities, affects American life, including education, the economy, and community pride and development; and
- WHEREAS,** the City of Redmond strives to make poetry accessible to everyone by providing unique art and cultural experiences that build a high quality of life in Redmond through the City's Poet Laureate Program; and
- WHEREAS,** Redmond invests in poets and literary organizations through grants, partnerships, and commissions; and
- WHEREAS,** the Redmond Poet Laureate program produces a variety of opportunities for residents and visitors to build a more literate and understanding community through poetry.

NOW, THEREFORE, I, ANGELA BIRNEY, Mayor of the City of Redmond, Washington, do hereby proclaim April 2025, as

POETRY MONTH

and encourage residents to participate in city, nonprofit organizations, and private venue literary arts programs and to follow the City of Redmond Parks and Recreation social media pages for poems and poetic activities during the month of April.



Angela Birney, Mayor
April 2025



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 4/1/2025
Meeting of: City Council

File No. SPC 25-029
Type: Minutes

Approval of the Minutes: March 18, 2025, Regular Meeting, (recordings are available at Redmond.gov/rctv)

CALL TO ORDER

A Regular Meeting of the Redmond City Council was called to order by Mayor Angela Birney at 7 p.m. The meeting was held in the Redmond City Hall Council Chambers.

ROLL CALL AND ESTABLISHMENT OF A QUORUM

Present: Councilmembers Anderson, Fields, Forsythe, Kritzer, Nuevacamina, Salahuddin and Stuart

Absent: None

SPECIAL ORDERS OF THE DAY:

A. PRESENTATION: OneRedmond Annual Report

Kristina Hudson, CEO of OneRedmond, provided a report to the Council and responded to Councilmember inquiries.

ITEMS FROM THE AUDIENCE

Mayor Birney opened Items from the Audience at this time. The following persons spoke:

- Mauricio and Hailey Palacio - not in support of the project for buffered bike lanes on Bel-Red Road and would like the project canceled;
- David Morton - activities to achieve communitywide carbon neutrality; and
- Adam Powell - donating parks and recreation memorial, not spending money on a federal lobbyist, is happy with the city's app, and not in support of removing trees for a sidewalk.

CONSENT AGENDA

MOTION: Councilmember Forsythe moved to approve the Consent Agenda. The motion was seconded by Councilmember Kritzer.

VOTE: The motion to approve the Consent Agenda passed without objection (7-0).

1. Approval of the Minutes: March 3, 2025, Special Meeting, and March 4, 2025, Regular Meeting

2. Approval of Payroll/Direct Deposit and Claims Checks

#188618 through #188631
#181760 through #182563
#1816 through #1820

\$4,726,373.64

#10285 through #10606

\$9,854,381.23

3. AM No. 25-031: Approval of OneRedmond Contracts for Economic Development and Business Relations Services in the Amount of \$300,000 for 2025 and 2026
4. AM No. 25-032¹: Approval of a Consultant Agreement with KPFF for Engineering Services for the 156th Ave Shared Use Path Project, in an Amount Not to Exceed \$900,000
5. AM No. 25-033: Acceptance of Grant funding for the 154th Ave Pavement Management (Redmond Way to NE 85th Street) Project, in the Amount of \$1,445,000
6. AM No. 25-034: Acceptance of the High School Creek Watershed Stormwater Retrofit Planning Grant, in the Amount of \$338,603, from the Washington Department of Ecology
7. AM No. 25-035: Approval of a Consultant Agreement with Osborn Consulting, in the Amount of \$397,169, for High School Creek Watershed Stormwater Retrofit Plan
8. AM No. 25-036: Approval of Supplemental Agreement to Contract with Perteet, in the Amount of \$111,110, for the NE 70th Shared Use Path Project
9. AM No. 25-037: Approval of a Federal Lobbyist Contract with Holland & Knight in the Amount of \$120,000
10. AM No. 25-038: Adoption of a Resolution for the Transportation Benefit District Material Change Policy
 - a. Resolution No. 1600: A Resolution of the City Council of the City of Redmond, Washington, Adopting a

¹ This item was removed from the Consent Agenda and addressed separately.

Transportation Benefit District Material Change Policy

11. AM No. 25-039: Approval of the 2025-26 Budget and Work Program for A Regional Coalition for Housing (ARCH), and, Adoption of a Resolution Approving the Allocation of \$1,056,800 to A Regional Coalition for Housing (ARCH) for the Development of Affordable Housing
 - a. Resolution No. 1601: A Resolution of the City Council of the City of Redmond, Washington, Authorizing the Duly-Appointed Administering Agency for A Regional Coalition for Housing (ARCH) to Execute all Documents Necessary to Enter into Agreements for the Funding of Affordable Housing Projects, as Recommended by the ARCH Executive Board, Utilizing Funds from the City's Housing Trust Fund
12. AM No. 25-040: Approval of the Redmond 2050: Transportation Facilities Plan Correction
 - a. Ordinance No. 3209: An Ordinance of the City of Redmond, Washington, Repealing and Re-Adopting the 2024-2050 Transportation Facilities Plan in Order to Correct Inadvertent Omissions, Providing for Severability, and Establishing an Effective Date

ITEMS REMOVED FROM THE CONSENT AGENDA:

4. AM No. 25-032: Approval of a Consultant Agreement with KPFF for Engineering Services for the 156th Ave Shared Use Path Project, in an Amount Not to Exceed \$900,000

MOTION: Councilmember Forsythe moved to approve the Consent Agenda. The motion was seconded by Councilmember Stuart.

Following Councilmember discussion,

MOTION: Councilmember Forsythe moved to amend to approve AM No. 25-032 with it being brought back to Council at 60 percent design. The motion was seconded by Councilmember Kritzer.

VOTE: The motion to amend passed (6-1) with Councilmembers Fields, Forsythe, Kritzer,

Nuevacamina, Salahuddin and Stuart in support
and Councilmember Anderson in opposition.

VOTE: The motion to approve AM No. 25-032 as amended
passed without objection (7-0).

HEARINGS AND REPORTS

Staff Reports:

a. AM No. 25-041: Teen Services Transition

Loreen Hamilton, Parks and Recreation Director, introduced this item and provided a report to the Council and responded to Councilmember inquiries.

Ombudsperson Reports:

Councilmember Kritzer reported receiving resident contacts regarding: increased police speed stops on Avondale; summer camp training for students; volunteering on sustainability programming; Imagine Housing proposals; construction fees; and teen programming.

Councilmember Nuevacamina reported regarding: Leadership Eastside presentation day; Cascadia College student presentation; and King County Sexual Assault Resource Center presentation.

Councilmember Fields reported regarding presentations on: rent stabilization; climate change; and sustainability.

Committee Reports:

Councilmember Forsythe provided committee reports:

- Disability Board;
- Eastrail; and
- National League of Cities Conference.

Councilmember Anderson provided committee reports:

- Sound Cities Association; and
- Public Works Board.

Councilmember Stuart provided committee reports:

- Sound Cities Association;
- Growth Management Planning Board;
- National League of Cities Energy, Environment and Natural Resources Committee; and
- Association of Washington Cities.

Councilmember Kritzer provided committee reports:

- Sound Cities Association;
- Eastside Transportation Partnership; and
- Tenant Protection Subcommittee.

Mayor Birney provided committee reports:

- Regional Policy Committee; and
- Federal Lobbyist contract approval.

UNFINISHED BUSINESS: NONE

NEW BUSINESS:

A. Consideration of an Appeal Regarding Exclusion from Attendance at Council Meetings

Mayor Birney commented on this item and explained the process for considering this appeal.

Daniel Kenny, City Attorney, spoke regarding how this applies to the Council Rules of Procedure.

MOTION: Councilmember Fields moved to remove the suspension. The motion was seconded by Councilmember Anderson.

Following Councilmember discussion,

VOTE: The motion to remove the suspension failed, (2-5), with Councilmember Fields and Anderson in support, and Councilmembers Forsythe, Kritzer, Nuevacamina, Salahuddin and Stuart in opposition.

EXECUTIVE SESSION: NONE

ADJOURNMENT

March 18, 2025

There being no further business to come before the Council
the regular meeting adjourned at 8:40 p.m.

ANGELA BIRNEY, MAYOR

CITY CLERK

Minutes Approved: April 1, 2025

DRAFT



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 4/1/2025
Meeting of: City Council

File No. SPC 25-030
Type: Check Register

Approval of Payroll/Direct Deposit and Claims Checks

City of Redmond
Payroll Check Approval Register
Pay period: 3/1 - 3/15/2025
Check Date: 3/25/2025

Check Total:	\$ 25,484.40
Direct Deposit Total:	\$ 2,901,162.43
Wires & Electronic Funds Transfers:	\$ 1,840,884.28
Grand Total:	<u>\$ 4,767,531.11</u>

We, the undersigned Council members, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim.

All Checks numbered **188632** through **188644** ,
Direct deposits numbered **182564** through **183363** , and
Electronic Fund transfers **1821** through **1825**
are approved for payment in the amount of **\$4,767,531.11**
on this **1 day of April 2025**.

Note:

City of Redmond
Payroll Final Check List
Pay period: 3/1 - 3/15/2025
Check Date: 3/25/2025

Total Checks and Direct deposit:	\$ 4,216,803.09
Wire Wilmington Trust RICS (MEBT):	\$ 550,728.02
Grand Total:	<u>\$ 4,767,531.11</u>


I, the Human Resources Director, do hereby certify to the City Council, that the checks and direct deposits presented are true and correct to the best of my knowledge.

DocuSigned by:
Cathryn Laird
7C0002BCC9C549B...

Human Resources Director, City of Redmond
Redmond, Washington

I, Finance Director, do hereby certify to the City Council, that the checks for the months of March 2025 are true and correct to the best of my knowledge.

Signed by:


706AE71EFDB1430...

Kelley Cochran, Finance Director
City of Redmond
Redmond, Washington

We, the undersigned Councilmembers, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim. All checks numbered 10607 through 10856, and Wire Transfers are approved for payment in the amount of \$3,355,673.26. This 1st day of April 2025.



Memorandum

Date: 4/1/2025
Meeting of: City Council

File No. AM No. 25-042
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Executive	Malisa Files	425-556-2166
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DEPARTMENT STAFF:

Executive	Cheryl Xanthos	City Clerk
Executive	Kalli Biegel	Deputy City Clerk

TITLE:

Confirmation of New Commission Member Appointments

OVERVIEW STATEMENT:

There is currently one opening on the Arts and Culture Commission, due to the resignation of Kay Bae.

The press release advertising this opening was posted on February 5, 2025, and can be viewed at: [News Release: City Seeks Volunteer Arts and Culture Commissioner <https://content.govdelivery.com/bulletins/gd/WAREDMOND-3d08b67?wgt_ref=WAREDMOND_WIDGET_2>](https://content.govdelivery.com/bulletins/gd/WAREDMOND-3d08b67?wgt_ref=WAREDMOND_WIDGET_2). Nine applications were received and reviewed. An interview panel consisting of two Commissioners and two staff members, interviewed the selected candidates on February 25, 2025, and unanimously selected Viktoriya Leyfman-Frenkel to move forward in the process. Viktoriya Leyfman-Frenkel was interviewed by Mayor Birney on March 6, 2025.

There are two upcoming vacancies on the Human Services Commission, due to the term expirations of Jung Lee and Vibhas Chandorkar.

The press release advertising these vacancies was posted on January 6, 2025, and can be viewed at: [News Release: Human Services Commission Seeks New Members <https://content.govdelivery.com/bulletins/gd/WAREDMOND-3ca8c22?wgt_ref=WAREDMOND_WIDGET_2>](https://content.govdelivery.com/bulletins/gd/WAREDMOND-3ca8c22?wgt_ref=WAREDMOND_WIDGET_2). Sixteen applications were received and reviewed. An interview panel consisting of Commission Leadership and City staff, interviewed the selected candidates on February 20, 2025, and selected David Poe and Ted Thornhill to move forward in the process. David Poe was interviewed by Mayor Birney on March 4, 2025, and Ted Thornhill was interviewed on March 6, 2025.

David Poe would fill the seat left by Jung Lee, and Ted Thornhill would fill the seat left by Vibhas Chandorkar.

There are two upcoming vacancies on the Parks, Trails, and Recreation Commission, due to the term expirations of Ella Elman and Gary Smith.

The press release advertising these vacancies was posted on January 30, 2025, and can be viewed at: [News Release: City Seeks Two Parks, Trails, and Recreation Commissioners <https://content.govdelivery.com/bulletins/gd/WAREDMOND-3cf9e31?wgt_ref=WAREDMOND_WIDGET_2>](https://content.govdelivery.com/bulletins/gd/WAREDMOND-3cf9e31?wgt_ref=WAREDMOND_WIDGET_2). Twenty applications were received and reviewed. The interview panel

selected Siri Bliesner and Jodi Pena to move forward in the process. Both were interviewed by Mayor Birney on March 5, 2025.

Siri Bliesner would fill the seat left by Gary Smith, and Jodi Pena would fill the seat left by Ella Elman.

All candidates interviewed with Council on March 11, 2025.

☐ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☐ **Receive Information** ☐ **Provide Direction** ☒ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
Council confirmation is required for Commission Member mayoral appointments.

RMC: 4.15.010(A)
RMC: 4.30.050(A)
RMC: 4.40.010(A)
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

If appointment is confirmed by Council, the new members would serve until the term expirations below:

Arts and Culture Commission

Viktoriya Leyfman-Frenkel Partial Term to Expire: March 31, 2026

Human Services Commission

David Poe First Term to Expire: March 31, 2029
Ted Thornhill First Term to Expire: March 31, 2029

Parks, Trails, and Recreation Commission

Siri Bliesner First Term to Expire: March 31, 2028

Jodi Pena

First Term to Expire: March 31, 2028

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
These vacancies were advertised, and all completed applications were reviewed.
- **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:

N/A

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
3/11/2025	Study Session	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
N/A	None proposed at this time	N/A

Time Constraints:

The current terms expired on March 31, 2025, leaving vacancies if not filled.

ANTICIPATED RESULT IF NOT APPROVED:

If Council decides not to confirm appointment, recruitment efforts would need to continue.

ATTACHMENTS:

None.



Memorandum

Date: 4/1/2025
Meeting of: City Council

File No. AM No. 25-043
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Executive	Malisa Files	425-556-2166
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DEPARTMENT STAFF:

Executive	Cheryl Xanthos	City Clerk
Executive	Kalli Biegel	Deputy City Clerk

TITLE:
Confirmation of Board and Commission Member Reappointments

OVERVIEW STATEMENT:

The following Commission Member terms will be expiring on March 31, 2025: Arts and Culture Commissioners Michael Heavener, Neelam Chahlia and Pamela Waters; Human Services Commissioners Marilyn Lazaro, and Michaelene Fowler; Library Board of Trustees Member Naveen Yajaman; and Parks, Trails, and Recreation Commissioners Clint Smith and Stuart Hargreaves.

These commissioners are eligible for reappointment and have expressed a desire to be reappointed for another term to continue their work. They are valuable members of their respective boards and commissions and are recommended for reappointment.

☐ Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

☐ Receive Information ☐ Provide Direction ☒ Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
Council confirmation is required for these Board and Commission Member mayoral reappointments.

RMC: 4.15.010(A), 4.30.050(A), 4.35.010(A) and 4.40.010(A).
- **Council Request:**
N/A

- **Other Key Facts:**

Each candidate was previously interviewed and confirmed by Council. The interview dates are listed below:

Arts and Culture Commission

Michael Heavener	March 26, 2024
Neelam Chahlia	July 13, 2021
Pamela Waters	March 26, 2024

Human Services Commission

Marilyn Lazaro	March 23, 2021
Michaelene Fowler	January 23, 2024

Library Board of Trustees

Naveen Yajaman	April 9, 2024
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Parks, Trails, and Recreation Commission

Clint Smith	October 10, 2023
Stuart Hargreaves	October 29, 2019

OUTCOMES:

The Board and Commission Members would serve until the term expiration dates listed below:

Arts and Culture Commission

Michael Heavener	First Term to Expire March 31, 2028
Neelam Chahlia	Second Term to Expire March 31, 2028
Pamela Waters	First Term to Expire March 31, 2028

Human Services Commission

Marilyn Lazaro	Second Term to Expire March 31, 2029
Michaelene Fowler	First Term to Expire March 31, 2029

Library Board of Trustees

Naveen Yajaman	First Term to Expire March 31, 2028
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Parks, Trails and Recreation Commission

Clint Smith	Second Term to Expire March 31, 2028
Stuart Hargreaves	Second Term to Expire March 31, 2028

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:
N/A

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
N/A	None proposed at this time	N/A

Time Constraints:

The current terms expire on March 31, 2025.

ANTICIPATED RESULT IF NOT APPROVED:

If the City Council chooses not to confirm the reappointments, recruitment efforts would need to begin and there might be quorum issues.

ATTACHMENTS:

None.



Memorandum

Date: 4/1/2025
Meeting of: City Council

File No. AM No. 25-044
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Aaron Bert	425-556-2786
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DEPARTMENT STAFF:

Public Works	Vangie Garcia	Deputy Director
Public Works	Steve Gibbs	Capital Projects Division Manager
Parks	Quinn Kuhnhausen	Facilities Manager
Public Works	John Mork	Project Manager

TITLE:

Award Bid to Alpha Developers, LLC of Seattle, WA, in the Amount of \$929,829 for the Fire Station 17 Siding Replacement Project

OVERVIEW STATEMENT:

This contract with Alpha Developers, LLC in the amount of \$929,829 is for construction of the Fire Station 17 Siding Replacement Project.

Public Works is also requesting Council increase the total funding for this project from \$1,119,620 to \$1,299,620.

During routine inspection, Facilities staff discovered moisture intrusion behind the siding of the building which is causing the siding to fail. Facilities staff is recommending replacing the siding to prevent further damage to the building envelope. Work on this project includes replacing the weather barrier and flashing as well as replacing the exterior siding.

☒ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☐ **Receive Information** ☐ **Provide Direction** ☒ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
CIP
- **Required:**

Council approval is required to award a Public Works contract that exceeds \$300,000 (2018 City Resolution 1503)

- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

This project will replace the building weather barrier, flashing and exterior siding. This will prevent further damage to the building structure and extend building life.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
This work will take place on the fire station property and will not impact neighbors or traffic.
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
\$929,829

Approved in current biennial budget: ☒ Yes ☐ No ☐ N/A

Budget Offer Number:
CIP

Budget Priority:
Safe and Resilient

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

If yes, explain:

Public Works is requesting an additional \$180,000 to complete the project. The cost increase is primarily due to the siding material and rainscreen system being higher quality than what was originally estimated. The project team deliberated over various options and the preferred siding will reduce maintenance cost and increase longevity.

There is available funding in General Government for the budget increase request from other project savings and end balances. See Attachment A for details on project funding and budget.

Funding source(s):
General Government CIP

Budget/Funding Constraints:
N/A

☒ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
1/16/2024	Business Meeting	Approve
4/2/2024	Committee of the Whole - Planning and Public Works	Approve
4/16/2024	Business Meeting	Approve
3/25/2025	Committee of the Whole - Parks and Environmental Sustainability	Approve

Proposed Upcoming Contact(s)

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

Time Constraints:

Award of bid must occur by April 1, or the contractor may withdraw their bid. If the contractor withdraws their bid, there is a risk of project delays and extra costs.

ANTICIPATED RESULT IF NOT APPROVED:

Not awarding the contract will result in delaying the project and potentially increasing the cost to complete the project. The building will also be further damaged by moisture getting into the structure.

ATTACHMENTS:

Attachment A: Project Information Sheet
Attachment B: Additional Project Information



CIP Project Information Sheet

Project Name: **Fire Station 17 Siding Replacement - Alternative option**

Project Status: Existing

Functional Area(s): Facilities

Relevant Plan(s): Facilities Plan

Neighborhood: Education Hill

Time Frame: 2023-2025

Budget Priority: Safe and Resilient

Citywide Rank: 13

Functional Area Priority: High

Location: 16917 NE 116th Street

Description:

Replacement of failing exterior siding, including installation of weather barrier, flashing, and rain screens.

Anticipated Outcomes: Primary: Repair

Secondary:

Prevent potential damage from failing exterior siding and extend the life span of the fire station.

Request: Primary Reason(s): Budget Process

Project was added to CIP with Council approval outside of previous budget process.

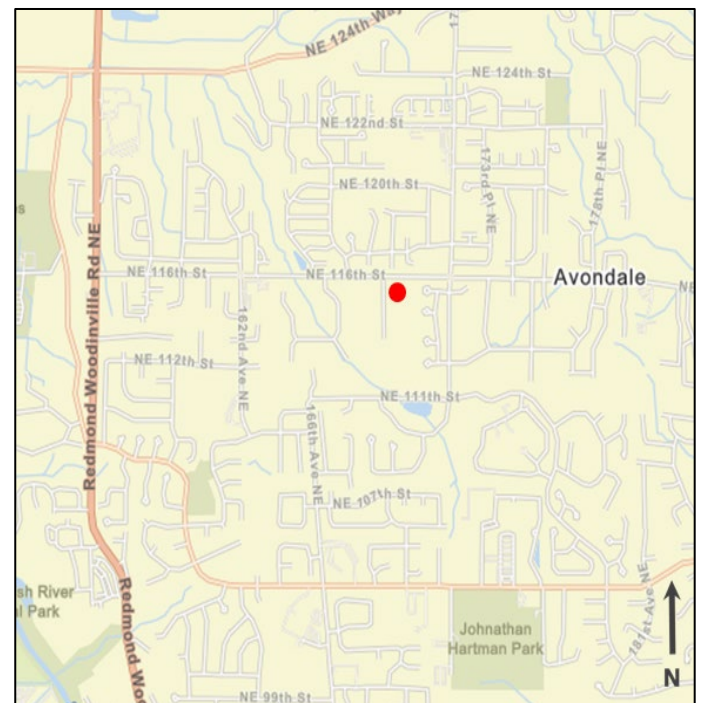
Budget:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Original Budget	\$343,644	\$775,976							\$1,119,620
Approved Changes	-\$74,447	\$59,763							-\$14,684
Current Approved Budget	\$269,197	\$835,739							\$1,104,936
Proposed New Budget	\$152,100	\$1,147,520							\$1,299,620
Proposed changes due to	___ Scope Change	___ Schedule Change	___ Budget Change						

Project Phasing:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Preliminary Design (0-30%)	\$67,299								\$67,299
Right of Way									
Design (31-100%)	\$84,801								\$84,801
Construction		\$1,047,520							\$1,047,520
Contingency		\$100,000							\$100,000
Total	\$152,100	\$1,147,520							\$1,299,620

Estimated M&O Impacts:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Cost									

Explanation:

Proposed Funding Sources:	Prior	2025-2030	Future	Total
Gen Gov't/Facilities CIP	\$152,100	\$1,147,520		\$1,299,620
Total	\$152,100	\$1,147,520		\$1,299,620



Attachment B – Additional Project Information

Fire Station 17 Siding Replacement Project

Project-Related Community/Stakeholder Outreach

This work will take place on the fire station property and will not impact neighbors or traffic.

Bid Results

The project was advertised in the *Daily Journal of Commerce* on January 29, 2025, and February 5, 2025. Bids were received and opened on February 13, 2025. The City received two bids which are summarized below.

Bidder	Bidder Location	Bid Amount
Alpha Developers, LCC	Seattle, WA	\$929,829
Good News Group, Inc.	Auburn, WA	\$1,237,786.60
Engineer's Estimate		\$1,037,084.72

All bidders' unit prices, extensions, and additions have been checked for accuracy and unbalanced bid items. The contractor's references were checked and found to be acceptable. Staff recommends awarding contract to Alpha Developers, LLC.



Memorandum

Date: 4/1/2025
Meeting of: City Council

File No. AM No. 25-045
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Aaron Bert	425-556-2786
Parks	Loreen Hamilton	425-556-2336

DEPARTMENT STAFF:

Public Works	Eric Dawson	Capital Supervisor
Public Works	Amy Kim	Engineer
Public Works	Steve Gibbs	Capital Division Manager
Public Works	Vangie Garcia	Deputy Public Works Director

TITLE:

Approval of a Consultant Agreement with OAC Services, Inc., in the Amount of \$6,424,350, for the Maintenance and Operation Center (MOC) - Campus Redevelopment Project

OVERVIEW STATEMENT:

This consultant agreement with OAC Services, Inc., for \$6,424,350, is for owner's representative services for the MOC Campus Redevelopment, Project No. 2501.

Accessibility and mobility within the site will be critical in this project. Public Works is seeking authorization to negotiate and acquire permanent access easement rights from the adjacent UPS property to the northwest of the MOC site.

This agreement includes the cost of the design and construction phases. Notice to proceed to the consultant by staff will initially be for Phase 1 - State Project Review Committee Progressive Design Build (PDB) approval and design-build team procurement. Future phases' notices to proceed by staff will occur later in the project for Phase 2 - validation and design and Phase 3 - construction support and closeout.

☒ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☐ **Receive Information** ☐ **Provide Direction** ☒ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**

Capital Investment Program

Community Strategic Plan - Objective #1: Invest in infrastructure preservation and replacement across the City to maintain the current level of service, the reliability of capital assets, and provide timely and cost-effective replacement.

Maintenance and Operations Center Master Plan

- **Required:**

Council approval is required to award an architectural and engineering services agreement that exceeds \$50,000 (2018 City Resolution 1503)

- **Council Request:**

N/A

- **Other Key Facts:**

Public Works is requesting this item go forward for Council approval at the April 1, 2025, Council business meeting. An overview of the Progressive Design-Build process was a study session topic on March 11, 2025.

OUTCOMES:

Approving this action keeps the City on the path to completing design of the project, which will improve the safety, reliability, and maintenance of infrastructure in the City. With an Owner's Representative on board, the City will have a subject matter expert that has extensive PDB experience and will also provide project management assistance, on-site inspection and quality control, and closeout assistance.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

Outreach efforts have not begun yet. The Master Plan includes a discussion of the surrounding area and site adjacencies, which provides a basic framework for stakeholders who should be included in outreach efforts. The owner's rep team includes an outreach sub-consultant who will develop and implement an outreach plan.

- **Outreach Methods and Results:**

N/A

- **Feedback Summary:**

N/A

BUDGET IMPACT:

Total Cost:

\$6,424,350

Approved in current biennial budget:

☒ **Yes**

☐ **No**

☐ **N/A**

Budget Offer Number:

CIP

Budget Priority:

Vibrant and Connected

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

If yes, explain:

N/A

Funding source(s):

General Fund
Real Estate Excise Tax
Stormwater CIP
Water CIP
Wastewater CIP
Bond Issuance

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
3/11/2025	Study Session	Receive Information
3/25/2025	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
7/8/2025	Study Session	Receive Information

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

Not approving the design contract affects the anticipated city project timeline for construction and the completion of this project would be delayed according to CIP budget documents. The project team would delay our application for approval to use Progressive Design-Build and delay procurement of the design-build team.

ATTACHMENTS:

Attachment A: MOC Campus Redevelopment Project Information Sheet
Attachment B: Additional Project Information
Attachment C: Consultant Agreement
Attachment D: Issues Matrix

Attachment B – Additional Project Information

MOC Campus Redevelopment, Project No. 2501

Project Discussion

The MOC Campus Redevelopment project will use the Progressive Design-Build (PDB) delivery method. This delivery method, which was discussed at the study session on March 11, is new to the City. OAC Services is a known expert in the field of PDB and has successfully guided 40 public sector clients through their first alternative delivery project. One of their employees is a member of the State's Capital Project Advisory Review Board Project Review Committee (CPARB-PRC) and other employees have been members in the past.

The consultant contract proposed for approval today covers OAC's services for the entire project, from project inception through construction and closeout. However, staff intends to provide Notices to Proceed at each phase, allowing the City to reconsider the scope and fee if necessary. If the consultant contract will change from what is included in today's packet for approval, staff would request approval from Council.

The phases and their associated costs are as follows:

	Approx. Date	Amount	Maximum Amount Payable
Phase 1 (CPARB-PRC approval and Design-Builder procurement)	April 2025	\$582,150	\$582,150
Phase 2 (Validation and Design)	July 2025	\$2,255,000	\$2,837,150
Phase 3 (Construction and Closeout)	January 2027	\$3,587,200	\$6,424,350

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: _____

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN	
Execution Date	Completion Date	
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title		
Description of Work		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation	Maximum Amount Payable:

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the _____, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:			If to CONSULTANT:		
Name:			Name:		
Agency:			Agency:		
Address:			Address:		
City:	State:	Zip:	City:	State:	Zip:
Email:			Email:		
Phone:			Phone:		
Facsimile:			Facsimile:		

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit “A” attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit “E” attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V “Payment Provisions” herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE’s Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen’s Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT’s employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name:

Agency:

Address:

City: State: Zip:

Email:

Phone:

Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENTS over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained, and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A Scope of Work

Project No.



February 13, 2025

Eric Dawson
Capital Supervisor
City of Redmond
15670 NE 85th St
Redmond, WA 98073-9710
Office: 425-556-2867
Email: ecdawson@redmond.gov

**Re: Project Setup and PRC Approval Services for the
Redmond Maintenance and Operations Center**

Dear Mr. Dawson:

This letter serves as OAC Services, Inc. fee proposal for project and construction management services on the City of Redmond's Maintenance and Operation Center project.

Exhibit A provides the Scope of Work for all phases of this project. Exhibit C provides a preliminary schedule. We propose completing this project in three phases:

Phase 1: Project Setup & Management, Progressive Design Build Delivery Approval & Procurement
Phase 2: Validation Period and Design
Phase 3: Construction, Closeout and Warranty Review

Exhibit D provides a Level of Service workbook for OAC's effort and hours and anticipated schedule for the project as it relates to these phases. Exhibit E also shows OAC's WSDOT calculated rates and our indirect cost rate schedule.

The total fee, inclusive of all labor, reimbursable expenses, reimbursable consultants and markups is \$6,424,350.

Fee Distribution by Phase

	OAC Fee	OAC Expenses	Consultant Allowance	Contract Awarded	Total per Phase
Phase 1	\$375,400	\$1,900	\$250,000	-\$45,150	\$582,150
Phase 2	\$1,288,500	\$6,500	\$960,000		\$2,255,000
Phase 3	\$2,524,500	\$12,700	\$1,050,000		\$3,587,200
Totals	\$4,188,400	\$21,100	\$2,260,000		\$6,424,350

**OAC Rates**

The fee above is based on 2025 rates per WSDOT rate calculation. OAC's fee has been developed with an annual escalation of 5% for planning purposes only. The rates listed below will be reviewed and adjusted annually based on the terms of the contract.

Subconsultants allowances

Exhibit E provides all consultant allowances, distributed by phase, included in our fee. These allowances are considered placeholders until fee proposals for each subconsultant have been obtained. OAC will reconcile these allowances once proposals are received and agreed upon with the City of Redmond.

Thank you for the opportunity to provide these professional services, and we look forward to our partnership with the City of Redmond.

Sincerely,

A handwritten signature in blue ink that reads 'Diana L. Brown'.

Diana L. Brown, SE, Assoc DBIA
Vice President

Encl: Exhibit A – SOW
Exhibit C – Schedule
Exhibit D – LOE
Exhibit E – Subconsultant Distribution

Cc: Jeff Arbuckle, Senior Director, OAC Services
David Jobs, Senior Vice President, OAC Services

EXHIBIT A

City of Redmond Maintenance and Operation Center Project Management Scope of Work (SOW)

Project Description

The City of Redmond desires to use the Progressive Design Build delivery method for the design and construction of the Maintenance and Operation Center (MOC) project.

The MOC is located at 18080 NE 76th St, Redmond, Washington. This facility serves as the central hub for the city's maintenance and operational activities, ensuring 24 hours a day, 365 days a year operation of essential services and facilities including roads, utilities, city buildings, and other critical infrastructure.

Total project budget is estimated to be \$245 million and includes redevelop the existing 9-acre site to meet the growing needs of the City. All existing facilities on the site will be affected by this project. When completed, the new MOC will be a facility that will meet the City's existing and future needs and will be functional, efficient, safe, and adaptable.

OAC Services, Inc. shall provide Project Management services from start to finish which is expected to last 5 years. The contract with OAC may be performed in phases as outlined below.

Project Phases:

1. Phase 1— Project Setup & Management, Progressive Design Build Delivery Approval & Procurement
2. Phase 2— Validation Period and Design
3. Phase 3—Construction, Closeout and Warranty Review

PHASE 1 – Project Setup & Management, Progressive Design Build Delivery Approval & Procurement:

The Consultant will work with the City to confirm Progressive Design Build is the best delivery method for this project and agency and perform the following tasks.

Project Setup & Management

1. General
 - a. Prepare, upon request, updates to the City and other stakeholder groups.
 - b. Facilitate weekly meetings with the City including preparing agendas, keeping minutes and organizing details to update the Owner on progress and to track outstanding issues.
 - c. Work to achieve the desired facilities within the desired schedule and budget.
2. Assist in preparation of Project Management Plan and Roles and Responsibilities Matrix.
 - a. Project organization chart and staffing plan.
 - b. Communications protocol.
 - c. Project roles, responsibilities, and authority of team members.
 - d. Financial limits of authority for signatories.
3. Risk Management
 - a. Identify and report significant risks with mitigation recommendations.

4. Maintain project budget including original budget, cost to date, remaining budget, estimated cost to complete, estimated cost at completion & variance from original budget.
 - a. Management of itemized project budget with work breakdown codes and structure.
 - b. Review of provided cashflow projection and periodic updates for the duration of the project.
5. Develop preliminary milestone schedules to assist with project planning and maintain high visibility to key decision milestones prior to procurement of the Team.

Progressive Design Build Delivery Approval

1. Prepare Project Review Committee (PRC) application.
2. Collect project information as needed.
3. Complete the application and submit to the State of Washington by February 20, 2025.
4. Respond to questions from the PRC in collaboration with the City.
5. Prepare PowerPoint presentation and coach presenters.
6. Attend the Project Review Committee meeting on March 27, 2025.
7. Obtain Progressive Design Build authority by March 2025.

Procurement of Design-BUILDER

1. Review procurement strategy with the City.
2. Prepare draft RFQ, receive comments from the City, finalize and publish.
3. Prepare advertisement and submit to the City for publishing.
4. Perform outreach to prospective design-builders.
5. Prepare Request for Fee Proposal receive comments, finalize and publish.
6. Review and comment on the City's attorney-prepared contract between design-builder and the City. The City has decided to use Pacifica Law Group.
7. Review contractor-submitted Statements of Qualifications, facilitate scoring and short-listing.
8. Organize, schedule and facilitate contractor interviews and scoring.
9. Review contractor-submitted Management Plans, facilitate evaluation and scoring.
10. Manage communications between short-listed contractors and the City including addenda, if any.
11. Organize and manage receipt of Fee Proposals, open in public, complete scoring and recommend award.
12. Assist in the negotiation of the design-builder's Design and Preconstruction Services scope and fee.

PHASE 2 – Validation Period and Design:

The Consultant will provide all project management services required to successfully complete the design of the project as well as assist with obtaining all permits required for the project. The work will include but is not limited to:

Validation Period

1. Coordinate or perform evaluation of construction drawings, specifications, and cost estimates including constructability and value engineering.
2. Identify and report significant risks with mitigation recommendations.
3. Act as the City's representative for project-specific public input/outreach.
4. Organize and facilitate Partnering meeting(s).
5. Facilitate discussions with the design-builder including BIM modeling, subcontractor procurement, estimating, scheduling, and phasing of work.

Design Services

1. Attend project design meetings at least monthly and review design meetings minutes.
2. Review contractor prepared schedules.
3. Constructability Review of construction drawings, specifications, and cost estimates including constructability and value engineering.
 - 60% Construction Documents Constructability Review
 - Setup of Bluebeam Studio session and review standards.
 - Participate in Designer-led kickoff meeting to discuss status and process for the review of the 60% set of documents.
 - Review of Plans and Project Manual/Contract Provisions, paying attention to design completeness/coordination/conflicts, constructability, and facility maintenance.
 - 100% Construction Documents Constructability Review
 - Setup of Bluebeam Studio session and review standards.
 - Participate in Designer-led kickoff meeting to discuss status and process for the 100% set of documents.
 - Review of 100% Plans, Project Manual/Contract Provisions and Preliminary Engineer's Estimate, paying attention to design completeness/coordination/conflicts, constructability, and facility maintenance.
 - Perform cursory review on permit documents and application process led by Designer.
4. Assist with FF&E planning and coordination.
5. Prepare project status presentations and reporting and upon request, present updates to The City stakeholder groups.
6. Review design-builder's monthly payment application for accuracy and contractual requirements.
7. Assist with the negotiation and planning of early work package(s).
8. Assist with the negotiation of the design builder's Guaranteed Maximum Price (GMP).

PHASE 3 – Construction, Closeout, and Warranty:

OAC will provide all construction management services required to complete the construction of the project. The work will include but is not limited to:

1. Attend project meetings as needed.
2. Review payment applications, cost forecasts, provide recommendations.
3. Assist in change order negotiations and use of contractor contingency.
4. Recommend commissioning processes, the use of specialty consultants.
5. Facilitate meetings including preparing agendas, keeping minutes and organizing details as needed.
6. Evaluate and assist in negotiations of all change orders, provide change management.
7. Perform site observation reporting, quality control, and verification of progress/quantities for payment.
8. Monthly review of design-builder's schedule for accuracy and contract compliance.
9. Perform documentation, measurement, and cost management to promote contractor compliance with contract requirements.
10. Identify and report significant risks with mitigation recommendations.
11. Recommendations on the use of owner contingency to enhance the project if not used for unforeseen risks.

12. Assist in negotiation of final change order to closeout project, redeem any unused contractor contingency.
13. Review and confirm adequate record drawings are provided.
14. Assist in punch-list implementation, documentation, and contract closeout.
15. Perform warranty review at 9-months after completion to capture any warranty items prior to expiration of warranty.

Level of Service and Assigned Staff

OAC proposes Jeff Arbuckle as the primary OAC contact for the life of this project. Diana Brown will provide Owner Advisory support during the PRC application and design-builder procurement. Other support staff will be used as noted in the rate sheet. Any staffing changes will be approved by the City. The level of effort and associated hours may vary over time as requested by the City and recommended by OAC. Proposed fees include activities within Phases 1, 2, and 3 with the overall goal of delivering the best value within the available budget.

Project Assumptions:

- The fee proposal was developed using the attached schedule as an approximate timeline for the project. Phase 2 and 3 work may overlap.
- The City shall provide staff resumes and experience as needed to OAC for the PRC application if applicable.
- Coordination meetings will be held weekly and are included in OAC's scope.
- OAC will be invited to participate as needed but not regularly in City Council meetings.
- OAC will be a regular participant in design and construction meetings.
- One (1) alternate delivery workshop/meeting is included in OAC's scope. Additional coaching throughout the project has been included in the fee proposal.
- The fee allocations shown in Exhibit B are itemized to provide an anticipated effort for each phase is shown. The budget may be transferred between tasks or people, or between labor and expenses, provided the total contracted amount for each phase is not exceeded without prior authorization.
- OAC assumes this contract will be released in phases. OAC will review the proposed fee and budget at each phase to ensure transparency and appropriate fee allocation for the scope of work.

END OF DOCUMENT

Exhibit D

OAC Services, Inc.
Indirect Cost Rate Schedule

	From 2023 GL	Adjustments	Notes	Proposed Rate
<u>Fringe Benefits</u>				
Vacation / Sick / Holiday	2,467,634	-		2,467,634
Insurance / Medical	2,217,247	(10,988) A		2,206,259
Payroll Costs	1,596,129	(56,674) B		1,539,455
Bonus	685,325	(525) A		684,800
401(k) Company Match	488,695	-		488,695
Other Benefits	131,142	-		131,142
Total Fringe Benefits	7,586,172	(68,187)		7,517,985
<u>Overhead</u>				
Rent / Lease Expense	1,202,780	(1,098) A		1,201,682
IT Costs	1,155,141	(19,713) A, C, D, E		1,135,428
Depreciation	645,769	(2,360) B		643,409
Repair and Maintenance	22,283	(2,732) A		19,551
Utilities	48,953	(1,293) A		47,660
Total Overhead	3,074,926	(27,196)		3,047,730
<u>General and Administrative</u>				
Indirect Labor	5,619,842	(696,927) C, D, E		4,922,915
Taxes	1,206,630	(567,086) F		639,544
Professional Services	849,220	(133,781) A, D, E		715,439
Administrative (excluding labor)	597,294	(339,206) A, C, D, E, G, H, I		258,088
General Insurance	270,090	(13,143) A		256,947
Interest	237,371	(237,371) J		-
Memberships / Dues	84,797	(33,176) A, C, D, E, K		51,621
Education and Training	118,174	(9,475) A, C, D, E		108,699
Marketing (excluding labor)	133,550	(133,550) A, C, D, E		-
Miscellaneous	16,652	(16,652) A, L		-
Contributions	19,169	(19,169) M		-
Legal	107,147	(15,501) A		91,646
Recruiting	6,862	-		6,862
Bad Debts	(2,673)	2,673 N		-
Total General and Administrative	9,264,125	(2,212,364)		7,051,761
Total Indirect Costs	19,925,223	(2,307,747)		17,617,476
Direct Labor Base Costs	11,090,299			11,090,299
Total Overhead Rate				158.85%

A Voluntary exclusion	H FAR 31-205-46(b)
B FAR 31.201-6(a)	I FAR 31.205-51
C FAR 31.205-14	J FAR 31.205-20
D FAR 31.205-13(c)	K FAR 31.205-22(a)
E FAR 31.205-1(f)	L FAR 31.205-13(b)
F FAR 31.205-41(b)	M FAR 31.205-8
G FAR 31-205-46(a)	N FAR 31.205-3

Exhibit B

DBE Participation Plan

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

N/A

B. Roadway Design Files

N/A

C. Computer Aided Drafting Files

Autocad as needed

D. Specify the Agency's Right to Review Product with the Consultant

N/A

E. Specify the Electronic Deliverables to Be Provided to the Agency

As noted in the scope of services

F. Specify What Agency Furnished Services and Information Is to Be Provided

As noted in the scope of services

- II. Any Other Electronic Files to Be Provided
As noted in the scope of services

- III. Methods to Electronically Exchange Data
Sharepoint
Email

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

As needed

Exhibit D

Prime Consultant Cost Computations

See Exhibit A

		Summary																
		Total Hours	DB	JA	KD	KG	KG	MB	GL	AW	CM	DJ						
		17,753	1633	4005	3731	884	1019	1685	1402	222	3042	130						
WBS	Phase Name		17%	42%	39%	9%	11%	18%	15%	2%	32%	1%						
Phase 1	Project Initiation, PRC Approvals, Solicitation, & Award																	
	General Administration	261	9	180	18			54								\$ 64,701	\$ -	\$ 64,701
	Monthly Owners Rep Contract Status Report	72		36	36											\$ 16,632	\$ -	\$ 16,632
	Monthly Project Status Report	117		36	36	18	18	9								\$ 25,290	\$ -	\$ 25,290
	Project Team Meetings	180	18	18	18	18	18	18	18	18	18	18				\$ 42,138	\$ -	\$ 42,138
	CPARB Approval	90	40	40	10											\$ 25,060	\$ -	\$ 25,060
	Budget Validation	203		23	60		120									\$ 41,460	\$ -	\$ 41,460
	Progressive Design Build Training & Staff Development	240	80	80	80											\$ 61,040	\$ -	\$ 61,040
	Risk Register Development	84	12	36	24							12				\$ 23,112	\$ -	\$ 23,112
	RFP/RFP Development	107	40	27	27		13									\$ 27,053	\$ -	\$ 27,053
	Solicitation, Selection, and Negotiations	200	60	60	60			20								\$ 48,860	\$ -	\$ 48,860
																\$ -	\$ -	\$ -
	Subtotal	1553	259	535	369	36	169	101	18	18	18	30				\$ 375,346	\$ -	\$ 375,346
Phase 2	Services During Design																	
	General Administration	752	16	320	160			256								\$ 170,115	\$ -	\$ 170,115
	Monthly Owners Rep Contract Status Report	128		64	64											\$ 30,866	\$ -	\$ 30,866
	Monthly Project Status Report	208		64	64	32	32	16								\$ 46,934	\$ -	\$ 46,934
	Project Team Meetings	320	32	32	32	32	32	32	32	32	32	32				\$ 78,201	\$ -	\$ 78,201
	Adminster DB Contract	1024	32	160	640	160	32									\$ 218,903	\$ -	\$ 218,903
	Design Management - Criteria Develop/Eval & Comment Reconciliation	626	26	130	260		130					80				\$ 138,676	\$ -	\$ 138,676
	Quality Management - Plan & Monitor	450		130	260						60					\$ 104,624	\$ -	\$ 104,624
	Cost Estimating & Verification	900		160	320			320			60	40				\$ 182,412	\$ -	\$ 182,412
	Risk Management	528	160	160	160							40	8			\$ 138,138	\$ -	\$ 138,138
	Stakeholder & Community Workshops	360	160	160								40				\$ 104,224	\$ -	\$ 104,224
	GMP Negotiation	268	80	120	40							20	8			\$ 75,356	\$ -	\$ 75,356
																\$ -	\$ -	\$ -
	Subtotal	5564	506	1500	2000	224	226	624	32	152	252	48				\$ 1,288,449	\$ -	\$ 1,288,449
Phase 3	Services During Construction																	
	General Administration	910	26	520	52			312								\$ 241,593	\$ -	\$ 241,593
	Monthly Owners Rep Contract Status Report	208		104	104											\$ 55,031	\$ -	\$ 55,031
	Monthly Project Status Report	338		104	104	52	52	26								\$ 83,678	\$ -	\$ 83,678
	Project Team Meetings	520	52	52	52	52	52	52	52	52	52	52				\$ 139,423	\$ -	\$ 139,423
	Adminster DB Contract	2600	520	520	520			520				520				\$ 648,576	\$ -	\$ 648,576
	Review Invoices/Submittals	1560			520					520		520				\$ 310,888	\$ -	\$ 310,888
	Track Permitting	780								260		520				\$ 152,466	\$ -	\$ 152,466
	Change Order & Claims Management	520										520				\$ 102,438	\$ -	\$ 102,438
	Quality Verification/Field Inpection	2860	260	520		520	520		520			520				\$ 699,498	\$ -	\$ 699,498
	Comissioning	200		100								100				\$ 54,418	\$ -	\$ 54,418
	Closeout	140	10	50	10			50				20				\$ 36,429	\$ -	\$ 36,429
																\$ -	\$ -	\$ -
	Subtotal	10636	868	1970	1362	624	624	960	1352	52	2772	52				\$ 2,524,437	\$ -	\$ 2,524,437

Rate schedule

Employee	Initials	Position	Rate
David Jobs	DJ	Senior Vice President	\$421
Diana Brown	DB	Vice President / Alt. Delivery Advisor	\$301
Jeff Arbuckle	JA	Senior Director / Main Point of Contact	\$280
Kurt Dickie	KD	Project Manager	\$182
Kat Getchell	KG	Senior Project Controls	\$202
Molly Boone	MB	Senior Project Coordinator	\$154
Glen Lyons	GL	Project Manager / Permitting Specialist	\$168
Alec Weintraub	AW	Senior Project Manager / Quality Control	\$259
Casey Mish	CM	Construction Project Manager	\$172
Jacob Healey	JH	Assistant Project Manager	\$147
Cynthia Balzarini	CM	Project Controls	\$178

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

N/A

Exhibit E

Subconsultant	Work Description	Total Allowance	Fee Allocation		
			Phase 1	Phase 2	Phase 3
Long Bay	Real Estate Services	\$100,000	\$100,000	\$0	\$0
PRR	Public Engagement	\$150,000	\$90,000	\$22,500	\$37,500
Arrow Point / Environmental Regulations	Environmental Consulting	\$100,000	\$60,000	\$30,000	\$10,000
SCL	Quality Control/Assurance Review	\$250,000	\$0	\$250,000	\$0
OAC	Building Envelope	\$100,000	\$0	\$50,000	\$50,000
Red Barn	Civil Constructability	\$50,000	\$0	\$50,000	\$0
TBD	Architectural Constructability	\$250,000	\$0	\$187,500	\$62,500
Keithly Barber Associates (KBA)	MEP Constructability	\$100,000	\$0	\$100,000	\$0
Dharam Consulting	Cost Validation	\$150,000	\$0	\$150,000	\$0
Red Barn	Construction Special Inspection	\$350,000	\$0	\$0	\$350,000
Keithly Barber Associates (KBA)	Enhanced Commissioning	\$400,000	\$0	\$120,000	\$280,000
Pacific Construction Consulting (PCC)	Financial Auditing	\$260,000	\$0	\$0	\$260,000
Totals		\$2,260,000	\$250,000	\$960,000	\$1,050,000

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, ***(Federal Highway Administration)***, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Washington State Department of Transportation specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. ***[Include Washington State Department of Transportation specific program requirements.]***
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the ***(Federal Highway Administration)*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the ***(Federal Highway Administration)***, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the ***(Federal Highway Administration)*** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the ***(Federal Highway Administration)*** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G ***Certification Document***

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the _____

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

☐

☐ Other

of the _____, and _____

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the _____

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

City Council Issue Matrix MOC Campus Redevelopment			
Date	Issue	Notes/Recommendations	Next Steps
3/25/25	SBE/DBE for consultant contract	There is no legal "enforcement" allowed, but we ask consultants for their plan to meet our goals. We track SBE/DBE use and include as part of our consultant evaluations. Consultants typically exceed our goals on projects.	Track actual DBE/SBE participation
3/25/25	How to document MOC improvements and discuss/solicit feedback from Council	The project team plans to meet with Council regularly throughout the project to give updates and solicit feedback.	Quarterly study sessions, increase frequency as needed
3/25/25	Council authorization for property negotiations and acquisitions	The only current property right under consideration is an access easement from the UPS property. Memo is clarified to clearly state this intent and the project team will approach Council if any future property issues arise.	Clarify in council memo that authorization is for access via UPS property only



Memorandum

Date: 4/1/2025
Meeting of: City Council

File No. AM No. 25-046
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Fire	Adrian Sheppard, Fire Chief	425-556-2201
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DEPARTMENT STAFF:

Fire	Caleb Freeman	Battalion Chief - Training
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TITLE:

Approval of a 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
3/18/2025	Committee of the Whole - Public Safety and Human Services	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
N/A	None proposed at this time	N/A

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		Seattle Fire SHSP FFY22
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.

- 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.
- 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.
- Jurisdiction is responsible for the exchange of equipment with like items for proper size, etc. Department will provide all exchange information to the Jurisdiction.
- 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.
- 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

Signature

Title

Date

City of Seattle Fire Department

Signature

Title

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**

DocuSigned by:



504E9A240EFD400...

Signature
Brendan McCluskey, Director

11/14/2023

Date

SUBRECIPIENT

DocuSigned by:



546151A32D17470...

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	
PROJECT CODE	DES OEM-SFD-EN-SP2-SCT		
CORE CAPABILITY	Mass Search and Rescue Operations		AGREEMENT TOTAL
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.



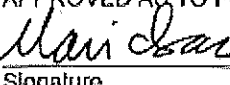
Sincerely,

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:  Signature _____ Date 11/28/2022 Regan Anne Hesse, Chief Financial Officer Washington Military Department			
FOR THE SUBRECIPIENT:  Signature _____ Date 15-NOV-2022 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 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.



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:
PROGRAM:
AGREEMENT NUMBER:

Washington Military Department
Homeland Security Grant Program
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, policies, 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 (KCInform) 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	
<i>King County, Office of Emergency Management (OEM)</i>	
	AMOUNT
	\$268,750
National Priority Areas	
<p>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:</p> <ol style="list-style-type: none"> 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) <p>Washington State will meet the 22SHSP priorities across multiple state and local projects.</p>	
Investment #2: WA SHSP National Priority: Soft Targets and Crowded Places	
<p>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..."</p> <p>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.</p> <p>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.</p>	
PROJECT #1	<i>NP ST/CP: Regional Bomb Team Equipment (Investment 2, Project 8)</i>
NATIONAL PRIORITY AREA	
Soft Targets/Crowded Places	
BRIEF PROJECT DESCRIPTION	
<p>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.</p>	
CORE CAPABILITIES	
Screening, Search, & Detection (EN & CS, ST/CP, DVE, ET)	Core Capability #1

Sustaining or Enhancing?	<i>Enhancing</i>				
Interdiction & Disruption (EN & ST/CP, IIS, DVE, & ET)					
Sustaining or Enhancing?	<i>Enhancing</i>				
Core Capability #2 (optional)					
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?	Enhancing				
Public Information & Warning (EN & All NPAs)			Core Capability #2 (optional)		
Sustaining or Enhancing?	Sustaining				
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?	Sustaining				
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
	SUBTOTAL	\$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
	SUBTOTAL	\$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

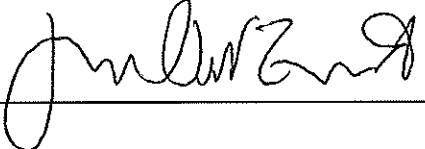
HSGP Performance Period: September 1, 2022 to August 31, 2025

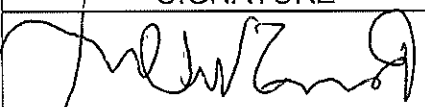
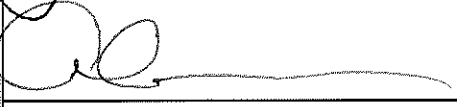
SIGNATURE AUTHORIZATION FORM

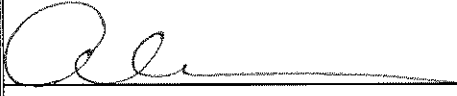
WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

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.

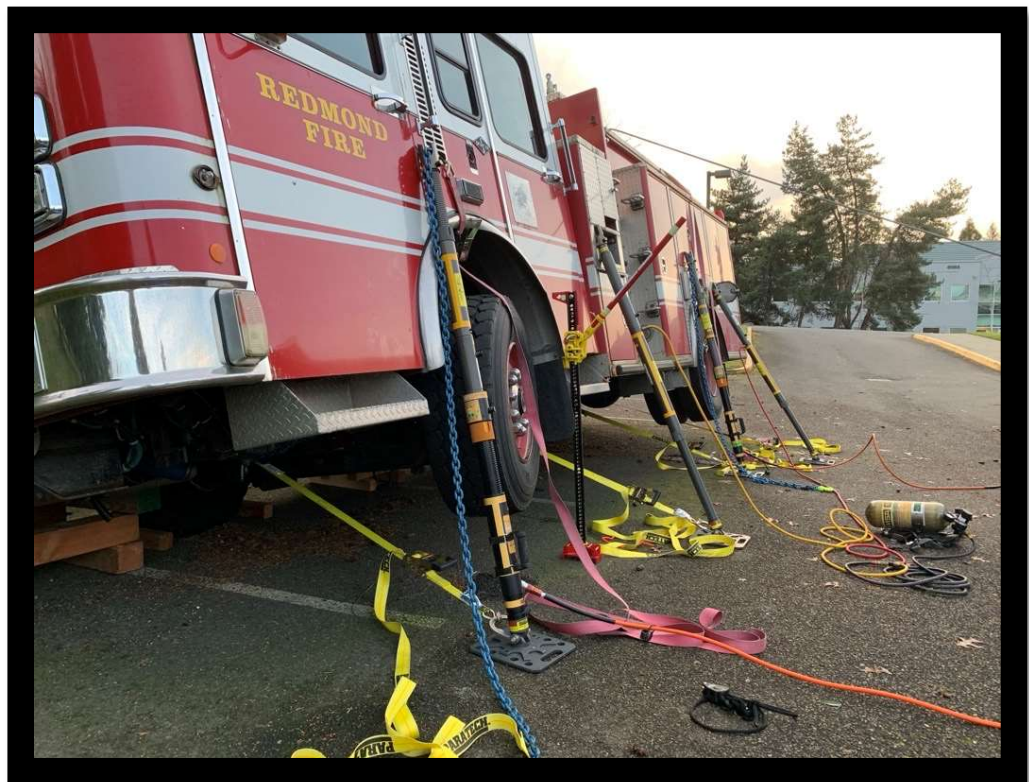
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

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: 4/1/2025
Meeting of: City Council

File No. AM No. 25-047
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Fire	Adrian Sheppard, Fire Chief	425-556-2201
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DEPARTMENT STAFF:

Fire	Micheal Despain	Interim Deputy Fire Chief
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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
3/18/2025	Committee of the Whole - Public Safety and Human Services	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
N/A	None proposed at this time	N/A

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	Amea 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: 4/1/2025
Meeting of: City Council

File No. AM No. 25-048
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Fire	Adrian Sheppard, Fire Chief	425-556-2201
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DEPARTMENT STAFF:

Fire	Micheal Despain	Interim Deputy Fire Chief
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TITLE:

Acceptance of a Donation, in the Amount of \$16,000, from the Microsoft Corporation, for the Purchase of an Electric Fire Engine

- a. Ordinance No. 3210: An Ordinance of the City of Redmond, Washington, Accepting a Donation of Sixteen Thousand Dollars from the Microsoft Corporation to Offset the Cost for the Electric Fire Engine and Authorizing the Mayor to Carry Out the Terms of the Donation

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:**
Council approval is required for acceptance of a donation.
- **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
3/18/2025	Committee of the Whole - Public Safety and Human Services	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
N/A	None proposed at this time	N/A

Time Constraints:

N/A

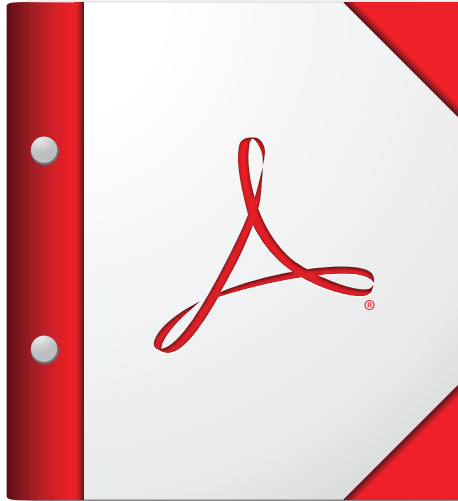
ANTICIPATED RESULT IF NOT APPROVED:

The difference in costs will need to be covered by the General Fund.

ATTACHMENTS:

Attachment A: Award Letter from Microsoft

Attachment B: Ordinance



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Acrobat X or Adobe Reader X, or later.**

Get Adobe Reader Now!

NON-CODE

**CITY OF REDMOND
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON, ACCEPTING A DONATION OF SIXTEEN
THOUSAND DOLLARS FROM THE MICROSOFT
CORPORATION TO OFFSET THE COST FOR THE
ELECTRIC FIRE ENGINE AND AUTHORIZING THE MAYOR
TO CARRY OUT THE TERMS OF THE DONATION

WHEREAS, the Microsoft Corporation has graciously offered to donate the sum of sixteen thousand dollars (\$16,000) to the City of Redmond to offset the cost of the electric fire engine; and

WHEREAS, RCW 35.21.100 authorizes the city to accept donations by ordinance and to carry out the terms of the donation if such terms are within the City's powers granted by law; and

WHEREAS, the Redmond City Council desires to accept the donation according to its terms and to express its appreciation to Microsoft Corporation for its generosity.

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

Section 1. Classification. This is a non-code ordinance.

Section 2. Donation Accepted. The Redmond City Council hereby accepts the donation of sixteen thousand dollars (\$16,000) from the Microsoft Corporation to offset the cost of the Electric Fire Engine. The Mayor is hereby authorized to carry out the terms

of the donation. The Redmond City Council hereby expresses its thanks to Microsoft Corporation for its generous donation.

Section 3. Effective Date. This ordinance shall become effective five days after its publication, or publication of a summary thereof, in the city's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this _____ day of _____, 2025.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

DANIEL P. KENNY, CITY ATTORNEY

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



Memorandum

Date: 4/1/2025
Meeting of: City Council

File No. AM No. 25-049
Type: Staff Report

TO: Members of the City Council
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
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N/A	None proposed at this time	N/A
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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



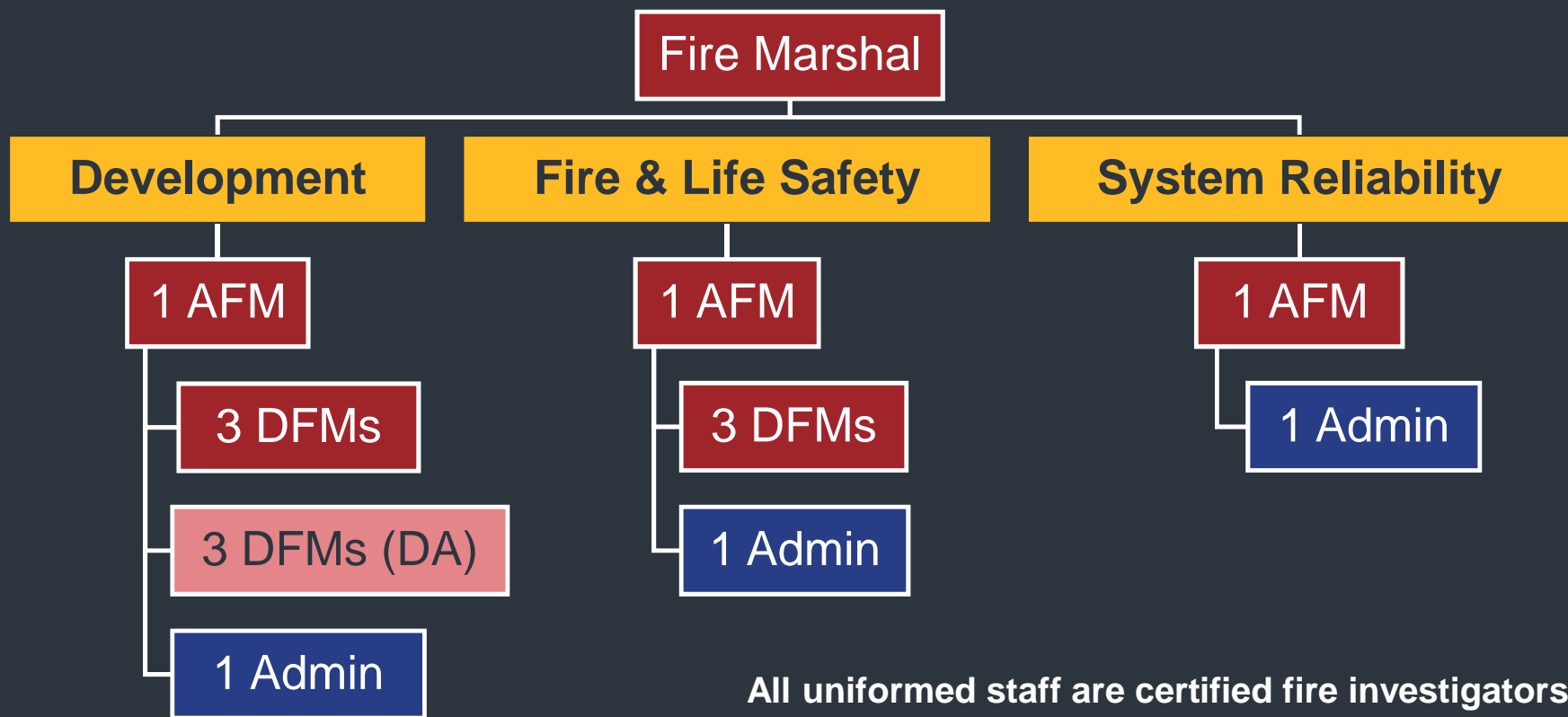
Today's Agenda

- 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

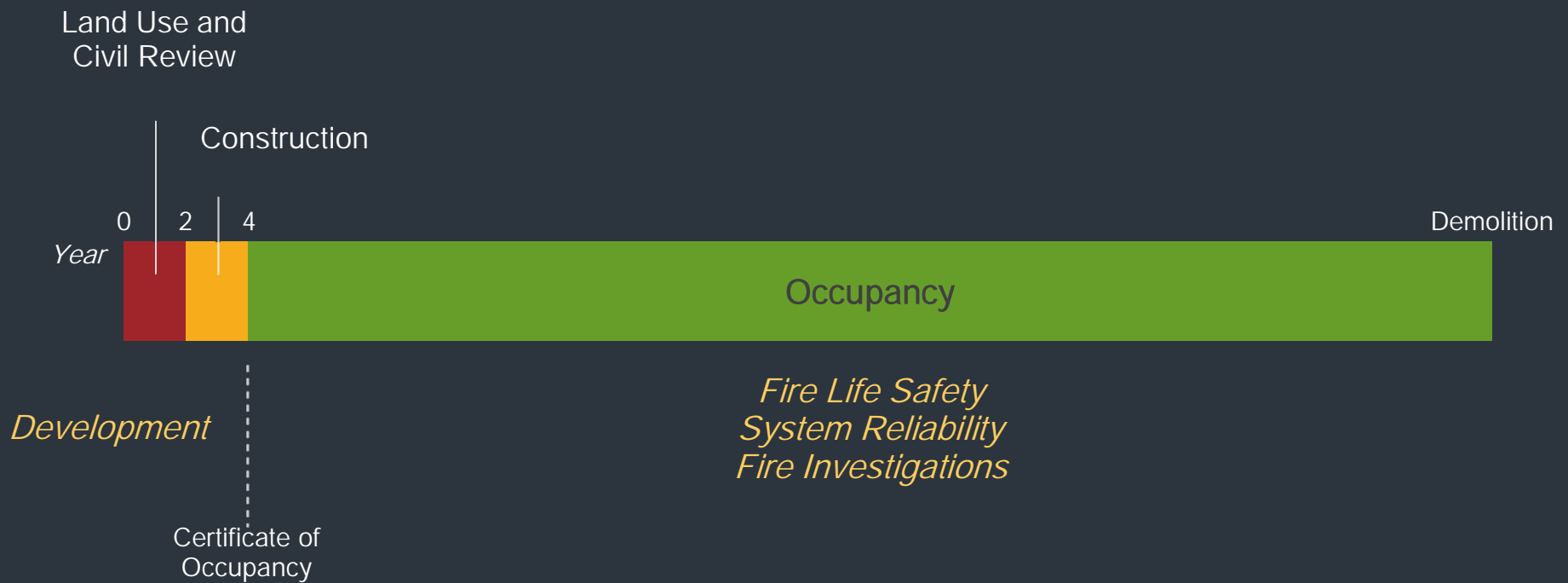
- **Development plan review and inspections:** Plan review and inspection of construction activity within the City.
- **Fire (&) life safety inspections:** Regular inspections of occupied buildings for compliance with adopted fire and life safety codes.
- **System reliability:** Track and verify that 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





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

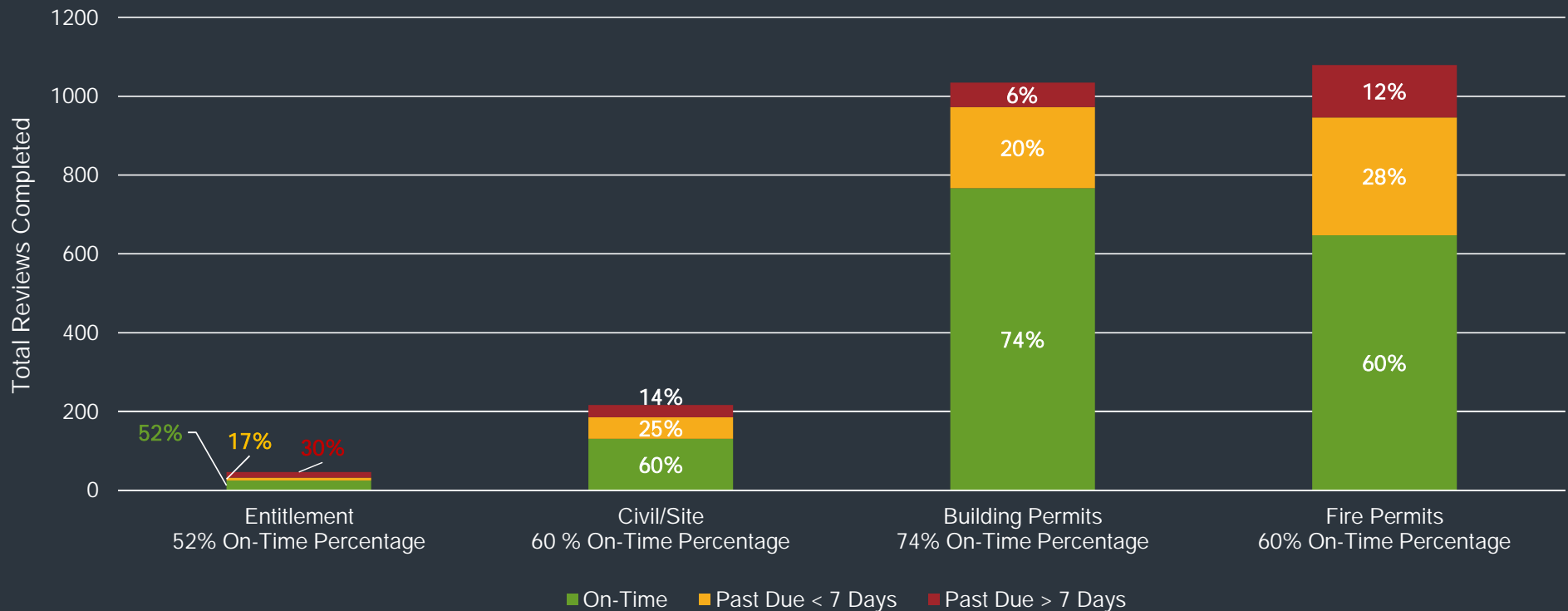
Percentage of Building and Fire Plan Reviews Completed Within Established Timeframes

- 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

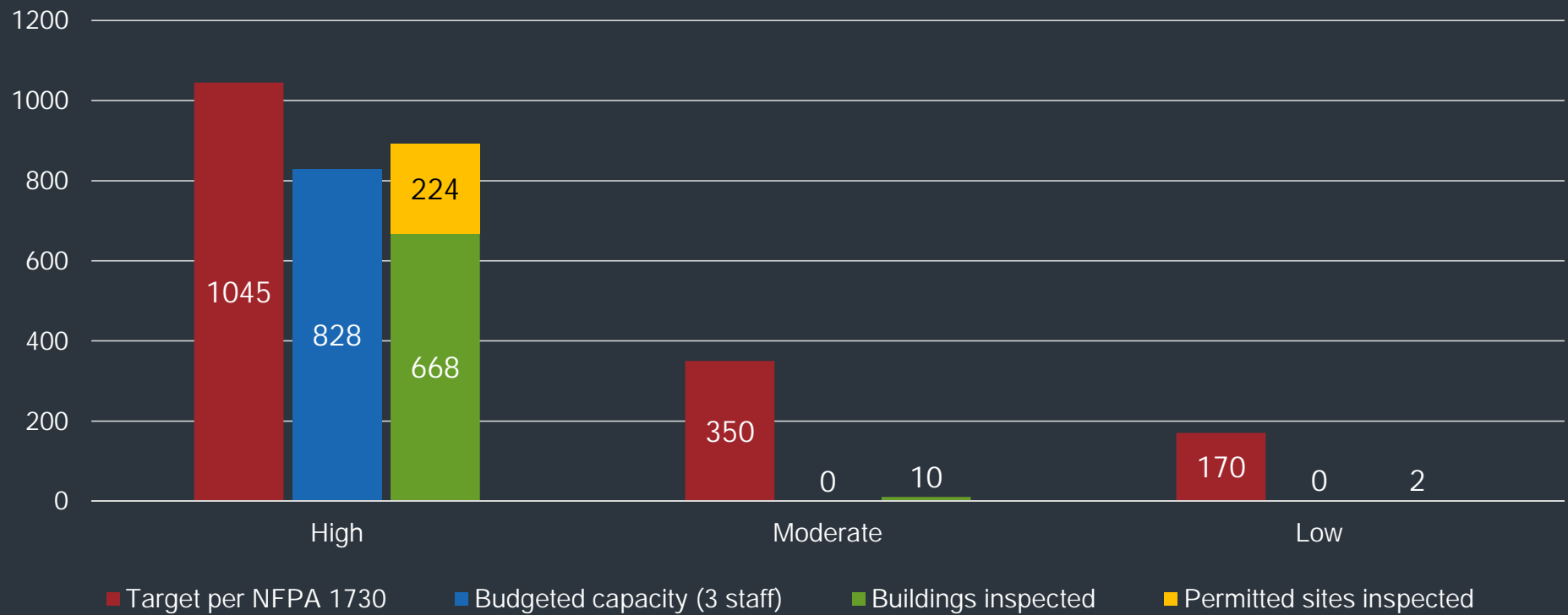
- Problematic measurement due to lack of clarity on 'scheduled' inspections
 - Annual goal should be building inspections based on NFPA 1730 (1,565 buildings in City)
- Inspection capacity is based on budgeted staffing levels
 - 2024 capacity with 3 Deputy Fire Marshals = 828 buildings

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%

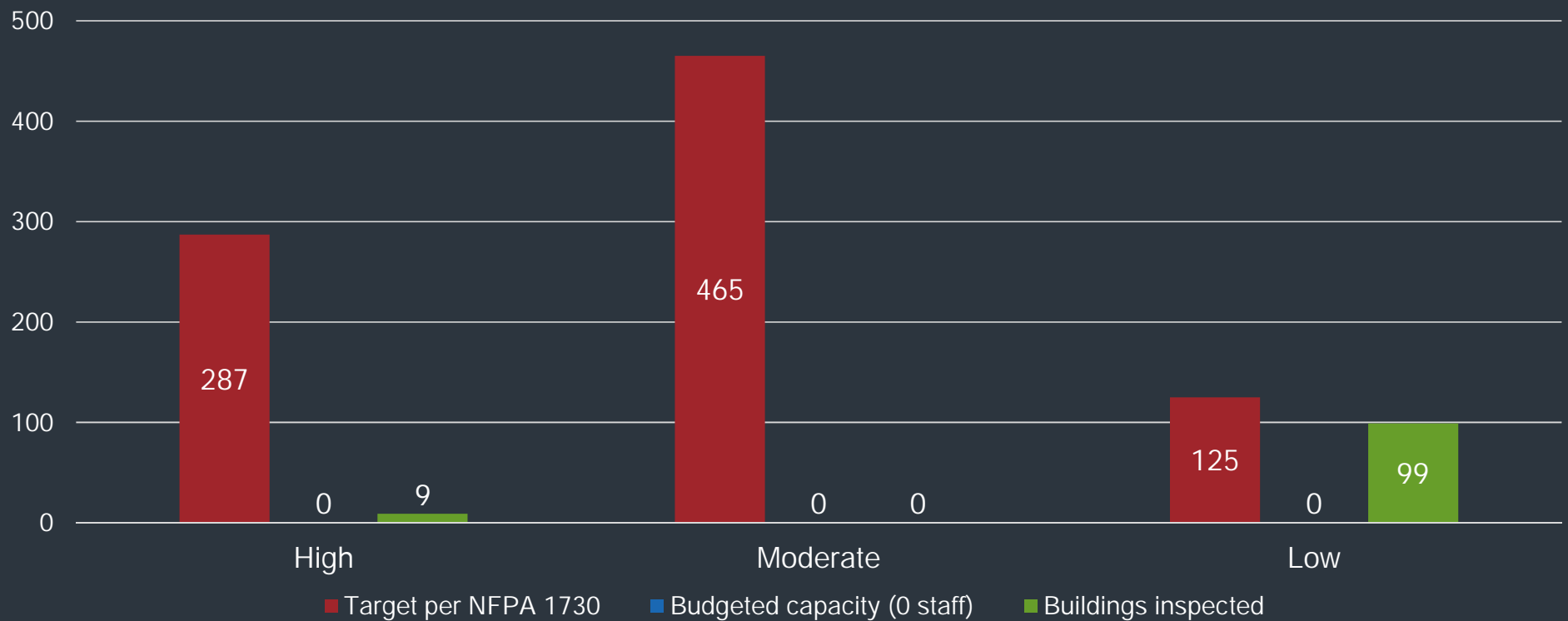
2024 Fire Life Safety Inspections

Commercial & Mixed-Use Buildings (Prevention)



2024 Fire Life Safety Inspections

Multifamily Residential Buildings (Suppression)



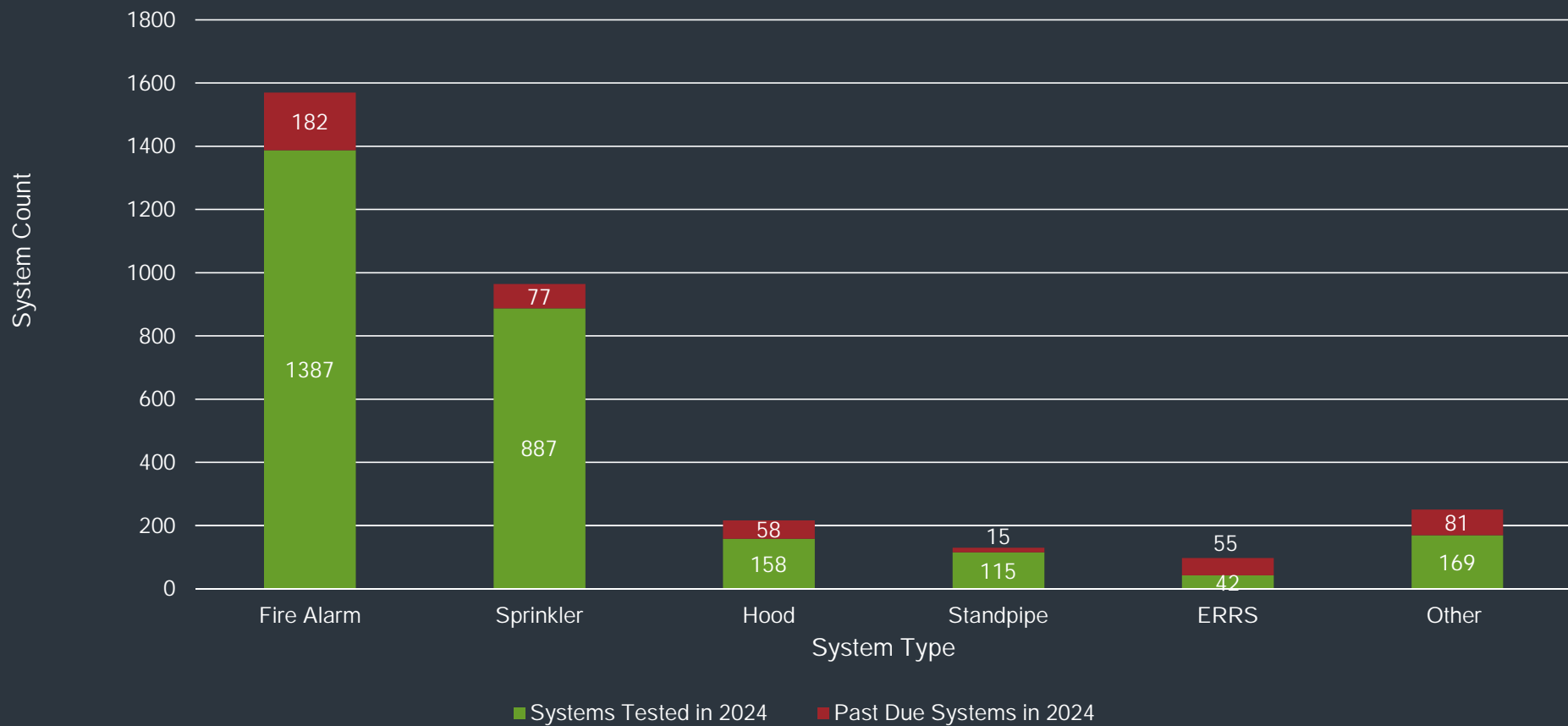
Percentage of Fire Systems with Current Test Reports

- 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

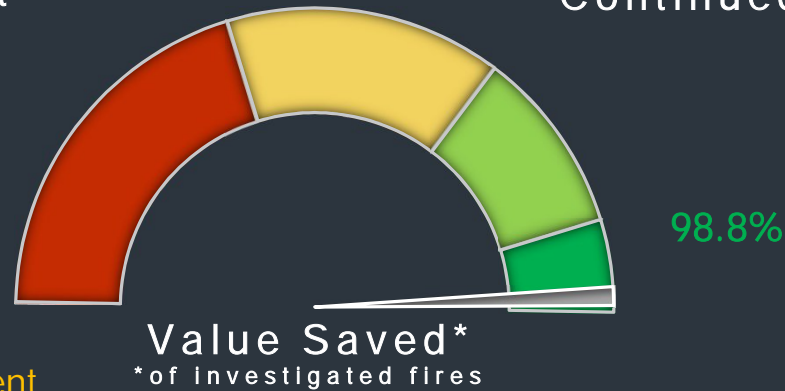
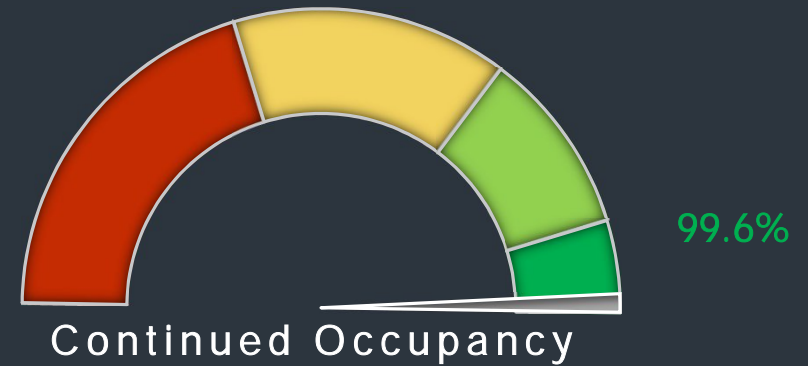
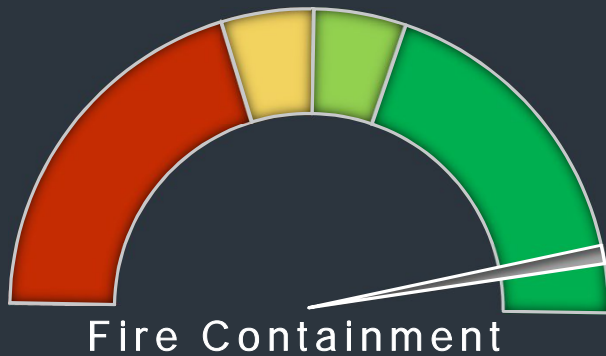
- How calculated
- Who measures it

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)

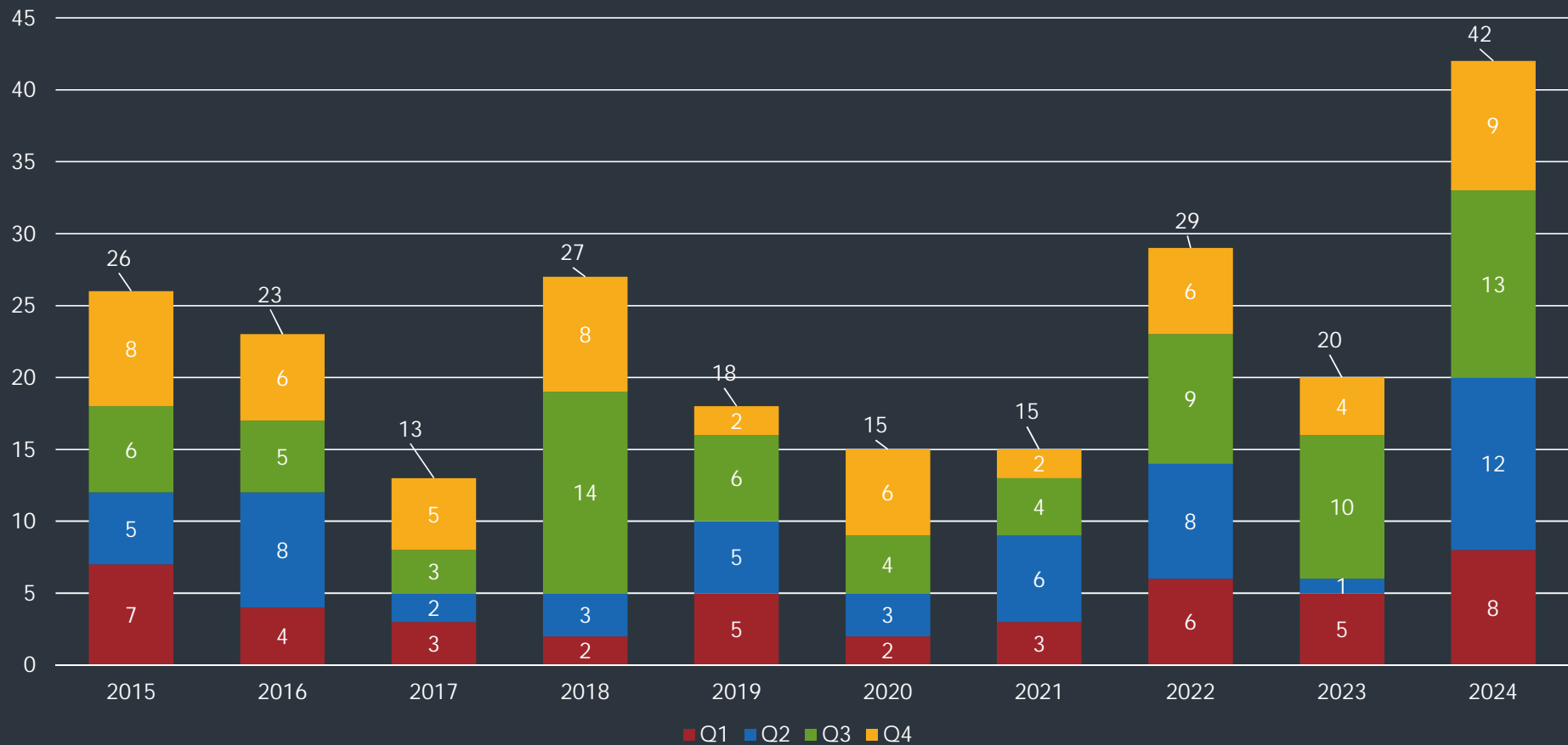


- Meeting or exceeding the goal
- Reasonably close to goal
- Not meeting goal, needs improvement
- Not meeting goal, expedient effort to improve performance

Zero civilian fire deaths

Investigated Fires

Years at a Glance 2015 - 2024

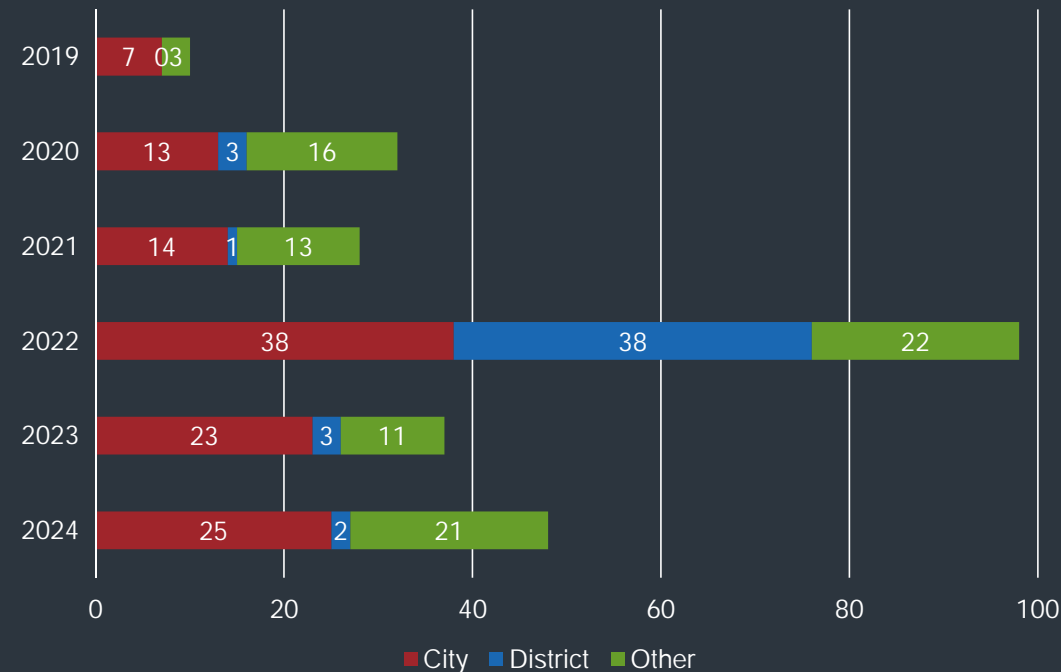


Fire Incidents by NFIRS* Code



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 Motorhome	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**

DocuSigned by:



504E9A240EFD400...

Signature
Brendan McCluskey, Director

11/14/2023

Date

SUBRECIPIENT

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	
PROJECT CODE	DES OEM-SFD-EN-SP2-SCT		
CORE CAPABILITY	Mass Search and Rescue Operations		AGREEMENT TOTAL
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.



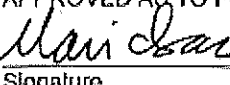
Sincerely,

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	
<p>24. PURPOSE & DESCRIPTION:</p> <p>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.</p> <p>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.</p>			
<p>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.</p>			
<p>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:</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>1. Applicable federal and state statutes and regulations</p> <p>2. DHS/FEMA Award and program documents</p> <p>3. Work Plan, Timeline, and Budget</p> </div> <div style="width: 45%;"> <p>4. Special Terms and Conditions</p> <p>5. General Terms and Conditions, and,</p> <p>6. Other provisions of the Agreement incorporated by reference.</p> </div> </div>			
<p>WHEREAS, the parties have executed this Agreement on the day and year last specified below,</p>			
<p>FOR THE DEPARTMENT:</p> <p> 11/28/2022</p> <p>Signature Date</p> <p>Regan Anne Hesse, Chief Financial Officer Washington Military Department</p>		<p>FOR THE SUBRECIPIENT:</p> <p> 15-NOV-2022</p> <p>Signature Date</p> <p>Brendan McCluskey, Director King County Office of Emergency Management</p>	
<p>BOILERPLATE APPROVED TO FORM:</p> <p>Dierk Meierbachtol 9/28/2022 Assistant Attorney General</p>		<p>APPROVED AS TO FORM (if applicable):</p> <p> 10/20/22</p> <p>Signature Date</p>	

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.



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:
PROGRAM:
AGREEMENT NUMBER:

Washington Military Department
Homeland Security Grant Program
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, policies, 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 (KCInform) 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	
<i>King County, Office of Emergency Management (OEM)</i>	
	AMOUNT
	\$268,750
National Priority Areas	
<p>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:</p> <ol style="list-style-type: none"> 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) <p>Washington State will meet the 22SHSP priorities across multiple state and local projects.</p>	
Investment #2: WA SHSP National Priority: Soft Targets and Crowded Places	
<p>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..."</p> <p>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.</p> <p>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.</p>	
PROJECT #1	<i>NP ST/CP: Regional Bomb Team Equipment (Investment 2, Project 8)</i>
NATIONAL PRIORITY AREA	
Soft Targets/Crowded Places	
BRIEF PROJECT DESCRIPTION	
<p>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.</p>	
CORE CAPABILITIES	
Screening, Search, & Detection (EN & CS, ST/CP, DVE, ET)	Core Capability #1

Sustaining or Enhancing?	<i>Enhancing</i>				
Interdiction & Disruption (EN & ST/CP, IIS, DVE, & ET)					
Sustaining or Enhancing?	<i>Enhancing</i>				
Core Capability #2 (optional)					
PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$0.00	\$0.00	\$90,000.00	\$0.00	\$0.00	\$90,000.00
GAP(S) IDENTIFIED					
<p>Screening, Search, and Detection (Page 100 of 478, UASI SPR): Equipment GAP:</p> <p>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).</p> <p>Screening, Search, and Detection (Page 109 of 478, UASI SPR): Equipment APPROACH:</p> <p>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.</p>					
ACTIVITIES TO BE PERFORMED					
<p>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.</p>					
COLLABORATION					
<p>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.</p>					
ASSOCIATED DELIVERABLES/OUTPUTS (IMMEDIATE)					
<p>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.</p>					
DESIRED OUTCOMES (INTERMEDIATE AND LONG-TERM)					
<p>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.</p>					
NEXUS TO TERRORISM AND NPA					
<p>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.</p> <p>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.</p>					

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?	Enhancing				
Public Information & Warning (EN & All NPAs)			Core Capability #2 (optional)		
Sustaining or Enhancing?	Sustaining				
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?	Sustaining				
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
	SUBTOTAL	\$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
	SUBTOTAL	\$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

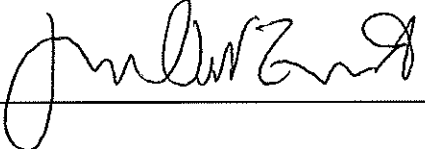
HSGP Performance Period: September 1, 2022 to August 31, 2025

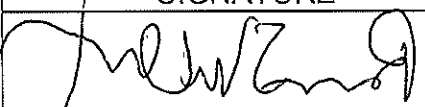
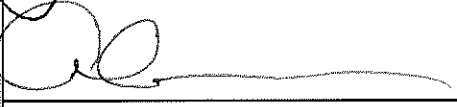
SIGNATURE AUTHORIZATION FORM

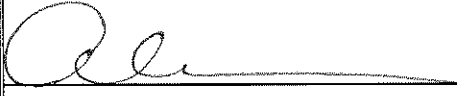
WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

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

City of Redmond
Payroll Check Approval Register
Pay period: 3/1 - 3/15/2025
Check Date: 3/25/2025

Check Total:	\$ 25,484.40
Direct Deposit Total:	\$ 2,901,162.43
Wires & Electronic Funds Transfers:	\$ 1,840,884.28
Grand Total:	<u>\$ 4,767,531.11</u>

We, the undersigned Council members, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim.

All Checks numbered **188632** through **188644** ,
Direct deposits numbered **182564** through **183363** , and
Electronic Fund transfers **1821** through **1825**
are approved for payment in the amount of **\$4,767,531.11**
on this **1 day of April 2025**.

Note:

City of Redmond
Payroll Final Check List
Pay period: 3/1 - 3/15/2025
Check Date: 3/25/2025

Total Checks and Direct deposit:	\$ 4,216,803.09
Wire Wilmington Trust RICS (MEBT):	\$ 550,728.02
Grand Total:	<u>\$ 4,767,531.11</u>

I, the Human Resources Director, do hereby certify to the City Council, that the checks and direct deposits presented are true and correct to the best of my knowledge.

DocuSigned by:

7C0002BCC9C549B...

Human Resources Director, City of Redmond
Redmond, Washington
