

Department / Division	Department of Executive Services, Office of Emergency Management		
Subrecipient	Seattle Police Department		
Project Title	Seattle Police SHSP FFY17		
Agreement Amount \$	\$369,000		
Agreement Period From	09/01/2017	Agreement Period To	07/31/2019
Data Universal Numbering System (DUNS)	130986214	Tax ID Number (TIN)	91-6001275
Federal Award Identification #	EMW-2017-SS-00101-S01	Federal Award Date	08/31/2017
Total Federal Award Amount	\$13,204,851	Federal Funding Authority	US Dept. of Homeland Security
Purpose & Description: The purpose of the FFY 2017 Homeland Security Grant Program (17HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States. 17HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. 17HSGP 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 FFY17 HOMELAND SECURITY GRANT, STATE HOMELAND SECURITY PROGRAM**

THIS AGREEMENT is entered into by KING COUNTY (the "County"), and the Seattle Police Department (the "Subrecipient"), whose address 610 5th Avenue, Seattle, WA 98124.

WHEREAS, the County has been advised that the funding source of the grant is the federal fiscal year **(FFY) 2017 State Homeland Security Program**, Catalog of Federal Domestic Assistance (CFDA) # **97.067- Homeland Security Grant Program (HSGP)**, Washington State Military Department Agreement # **E18-153**.

and

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

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:

Scope of Work and Project Timeline Attached hereto as Exhibit A

Budget Attached hereto as Exhibit B

Certificates of Insurance/Endorsements Attached hereto as Exhibit C

II. GRANT AGREEMENT PERFORMANCE PERIOD

- A. This Agreement shall commence on the 1st day of September, 2017, and shall terminate on the 31st day of July, 2019, 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.

III. AGREEMENT REPRESENTATIVES

- A. King County's Project Manager for this Agreement is Veronica Hill 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 Faye Landskov- Planning & Development Specialist Senior 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. Veronica Hill
 - ii. King County Office of Emergency Management
 - iii. 3511 NE 2nd St.
 - iv. Renton, WA 98056
 - v. PH: 206-205-6347 / FAX: 206-205-4056
 - vi. veronica.hill@kingcounty.gov
- E. If to the Subrecipient:
 - i. Faye Landskov
 - ii. Seattle Police Department
 - iii. Planning & Development Specialist Senior
 - iv. 610 5th Avenue
 - v. Seattle, WA 98124
 - vi. PH: 206-733-9163
 - vii. faye.landskov@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 aforementioned Performance Period. KCOEM Reimbursement Requests will be processed if they are deemed allocable 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 associated Scope(s) of Work.
- B. 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 2017 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 \$ 369,000 (Three Hundred Sixty-nine Thousand and Zero Cents) with reimbursement payable to the Subrecipient for eligible cost 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 for amendment to 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 17HSGP 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 2017 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 no more than monthly and no less than quarterly 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 upon 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, includes 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 vendors invoice
 - 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 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 Sub-grantee 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 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. These 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.

- C. The Subrecipient shall inform the County in writing of the location, if different from the Subrecipient address listed on page two (2) of this Agreement, of the aforesaid accounts, programmatic records, documents, and other evidence and shall notify the County in writing of any changes in location within ten working days of any such relocation.

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 in order 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

- A. The Subrecipient shall comply with all applicable local, state and federal laws. Local and state procurement and contracting regulations take precedence over these requirements when local and state regulations are more stringent. Regulations and program guidance identified or referenced in the Fiscal Year (FY) 2017 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity Announcement (NOFO), which can be found at <http://www.fema.gov/grants>, the DHS Award Announcement Letter for Grant No. EMW-2017-SS-00101-S01, the State Agreement E18-153 and is incorporated herein by reference.
- B. Administrative Requirements and Cost Principles: 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Subawards & Contracts By Subrecipients
 - 1. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 17HSGP 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.
 - 2. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
 - a. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 17HSGP funds, including but not limited to those contained in 2 CFR 200.

- b. The Subrecipient shall require its subrecipient 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 17HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the "Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2017 Homeland Security Grant Program" document published by FEMA, the DHS Award Letter for Grant No. EMW-2017-SS-00101-S01 in Attachment #1, and the federal regulations commonly applicable to DHS/FEMA grants.
 - i. A subrecipient as defined in 2 CFR 200.93, is an, "entity that received a subaward from a pass-through entity to carry out part of a Federal program."

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 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 FFY17 federal preparedness funding, all National Incident Management System (NIMS) compliance requirements outlined in FY 2017 HSGP Grant Guidance must be met.
- 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, 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. SAFECOM Guidance for Emergency Communication Grants.

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 must be passed on to all of the Subrecipient's sub-contractors, at which point 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 \$150,000, 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. See §200.322 Procurement of recovered materials.

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 Department 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 publically-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 200.318 – 200.326 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. All equipment purchased under this agreement, by the Subrecipient or a subcontractor of the Subrecipient, shall be recorded and maintained in the Subrecipient's or subcontractor's equipment inventory system.

2. Equipment purchased with funds from DHS grant programs is to be marked with "Purchased with funds provided by the U.S. Department of Homeland Security" whenever possible.
3. Upon successful completion of the terms of this Agreement, all equipment purchased through this Agreement will be owned by the Subrecipient, or a recognized subcontractor of the Subrecipient for which a contract, subgrant agreement, or other means of legal transfer of ownership is in place.
4. The Subrecipient, or a recognized subcontractor of the Subrecipient, shall be responsible for any and all operation and maintenance expenses and for the safe operation of the equipment, including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment is well maintained and kept in good operating condition.
5. The Subrecipient shall maintain equipment records that include: all necessary certification and licenses; a description of the equipment; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Catalogue of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the equipment.
6. Records for equipment shall be retained by the Subrecipient 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 year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records. 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 litigations, claims, or audit findings involving the records have been resolved.
7. The Subrecipient shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two (2) 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.
8. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, unauthorized use and theft of the equipment. Any loss, damage or theft shall be investigated and a report generated which shall be submitted to the King County Office of Emergency Management.
9. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
10. When original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

- a. Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the Subrecipient with no further obligation to the awarding agency. The Subrecipient will notify King County of the dispositioned equipment.
 - b. Items of equipment with a current per-unit fair market value of more than \$5,000 may be retained or sold and the Subrecipient shall compensate the Federal-sponsoring agency for its share. The Subrecipient will seek approval of King County prior to the disposition of the equipment.
- 11. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment. Sub-grantees are solely responsible for ensuring equipment eligibility.
- B. King County adheres to the Washington State Military Department's (EMD) Purchase Review Process.
 - 1. Subrecipients are to first contact King County directly for approval and inquiries.
 - 2. Subrecipients are to retain and provide upon request AEL verification, AEL waivers, EMD approval associated with current project(s), and support of interoperability and/ or standardization requirements.
- C. Allowable equipment and supply categories for 17HSGP are listed on the Authorized Equipment List (AEL) located on the FEMA website at <http://www.fema.gov/authorized-equipment-list>. The AEL consists of 21 categories which are divided into sub-categories. It is important 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 purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.
- D. If the item is not identified on the AEL as allowable under HSGP, the Subrecipient must contact King County for assistance in seeking approval prior to acquisition.
- E. 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.
- F. Prior to procuring pharmaceuticals, Subrecipients must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Subrecipients are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's period of performance for 17HSGP. The cost of disposal cannot be carried over to another DHS/FEMA grant or grant period.
- G. The Subrecipient must pass on equipment management requirements that meet or exceed the requirements outlined above for all subcontractors which receive pass-thru funding from this agreement.
- H. Equipment purchased and transferred to another agency, establishes a subrecipient relationship. The transferring Subrecipient shall follow all equipment requirements must be followed and conduct subrecipient monitoring per 2 CFR 200.

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:

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. Record-Keeping Requirements and Site Visits

1. The Subrecipient shall maintain, for at least six (6) years from the date that the grant is closed, as identified in notice by the County, the following:
 - a. Records of employment, employment advertisements, application forms, and other pertinent data and records related to the Contract for the purpose of monitoring, audit and investigation to determine compliance with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the Contract documents; and

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. AUDITS

- A. Non-federal entities as subrecipients 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 the 2 CFR 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, 2 CFR 200 Subpart F.
- B. Subrecipients 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 Comptroller General and the OMB Compliance Supplement.
- C. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate.
- D. 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.
- E. Upon request Subrecipient shall send a copy of the audit report.
- F. In the event of an audit finding(s) the Subrecipient shall send a letter to King County Office of Emergency Management listing the results of the finding and corrective action report.
- G. 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 the County's 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. In addition to sending a copy of the audit, the Subrecipient must include a corrective action plan for any audit findings and a copy of the management letter if one was received.
- H. The Subrecipient shall include the above audit requirements in any subcontracts.
- I. If additional federal and/or state audit or review requirements are imposed on the County during the term of this Agreement, the Subrecipient agrees this Agreement may be amended to require that the Subrecipient comply with any such additional audit requirements. Even if this Agreement is not amended, the Subrecipient agrees to comply with any such additional audit requirements.

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, that is 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 the 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. In the event that 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.

XXIII. TERMINATION

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.

XXIV. 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.

XXV. 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.
1. 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.
- B. 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 Duration of Contract or the Termination sections.
- C. 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.
- D. 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.

- E. 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.
- F. To the extent that a Subrecipient subcontractor fails to satisfy its obligation to defend and indemnify the County as detailed in Section XXVII.B. 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 negligent act or omissions of the Subrecipient's subcontractor, its officers, employees, and/or agents in connection with or in support of this Agreement.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.
- H. The indemnification, protection, defense, and hold harmless obligations contained herein shall survive the expiration, abandonment, or termination of this Agreement.

XXVI. INSURANCE REQUIREMENTS

- A. By the date of execution of this Agreement, the Subrecipient shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Subrecipient, its agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Subrecipient or subcontractor. 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, officers, and/or subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Agreement.
 - 1. **For All Coverages:** Each insurance policy shall be written on an "occurrence" form; except that insurance on a "claims made" form may be acceptable with prior County approval.
 - 2. If coverage is approved and purchased on a "claims made" basis, the Subrecipient warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period if such extended coverage is available, for not less than three years from the date of Agreement termination, and/or conversion from a "claims made" form to an "occurrence" coverage form.
 - 3. By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Subrecipient under this Agreement. 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.

B. Minimum Scope of Insurance

1. Coverage shall be at least as broad as the following:

- a. General Liability:

- i. Insurance Services Office form number (CG 00 01) covering **COMMERCIAL GENERAL LIABILITY**.

- b. Professional Liability:

- i. Professional Liability, Errors, and Omissions coverage. 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.

- c. Automobile Liability:

- i. 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.
- ii. Insurance Services Office form number (CA 00 01) covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9.

- d. Workers' Compensation

- i. 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.

- e. Stop Gap/Employers Liability

- i. Coverage 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.

C. Minimum Limits of Insurance

1. The Subrecipient shall maintain limits no less than, for:
2. General Liability: \$1,000,000 combined single limit per occurrence by bodily injury, personal injury, and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
3. Professional Liability, Errors, and Omissions: \$1,000,000 per claim and in the aggregate.
4. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Except if the transport of clients by Subrecipient personnel is involved, then Risk Management will review the appropriate amount of coverage.
5. Workers' Compensation: Statutory requirements of the state of residency.
6. Stop Gap/Employers Liability: \$1,000,000.

D. Deductibles and Self-Insured Retentions

1. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not apply to the Subrecipient's liability to the County and shall be the sole responsibility of the Subrecipient.

E. Other Insurance Provisions

1. The insurance policies required in this Agreement are to contain, or be endorsed to contain, the following provisions:
 - a. Liability Policies Except Professional/Errors and Omissions and Workers Compensation.
 - i. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Subrecipient in connection with this Agreement. (CG 2010 11/85 or its' equivalent)
 - ii. The Subrecipient's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its offices, officials, employees or agents shall not contribute with the Subrecipient's insurance or benefit the Subrecipient in any way.
 - iii. The Subrecipient's insurance shall apply separately to each 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. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after 30 days prior written notice has been given to the County.

G. Acceptability of Insurers

1. Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests, with minimum surpluses the equivalent of Bests' surplus size VIII.
2. Professional Liability, Errors, and Omissions insurance may be placed with insurers with a Bests' rating of B+VII. Any exception must be approved by the County.
3. 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 required by this Agreement. Such certificates and endorsements, and renewals thereof, shall be attached as exhibits to the Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with the Agreement. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

I. Subcontractors

1. The Subrecipient shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. If the Subrecipient is relying on the insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this Agreement then such requirements and documentation shall be subject to all of the requirements stated herein.
2. 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 above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

XXVII. 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>).

XXVIII. 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.

XXIX. 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.

XXX. 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.

XXXI. AGREEMENT AMENDMENTS

- A. Either party may request changes to this Agreement. 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 the agreement budget must have a Revised Contract Budget Sheet submitted as well. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

XXXII. 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.

XXXIII. SEVERABILITY

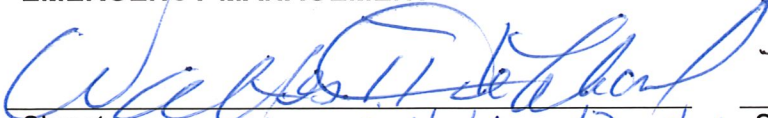
- A. In the event any term or condition of this agreement, any provision of any document incorporated by reference, or application of this agreement to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this agreement which can be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

XXXIV. NO THIRD PARTY BENEFICIARIES


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

**KING COUNTY OFFICE OF
EMERGENCY MANAGEMENT**

SUBRECIPIENT


 Signature _____
 Name, Title Walter T. Hubbard, Director

 Date June 4, 2018


 Signature _____
 Name, Title Brian G. Maxey, Chief Operating Officer

 Date May 7, 2018

RECEIVED
MAY 11 2018
 King County Office of
 Emergency Management

Exhibit A - Scope of Work

As stated in the Section II.A the Subrecipient has been awarded a reimbursable grant not to exceed amount of \$ 369 000 (Three Hundred Sixty-nine Thousand and Zero Cents). With this agreement the SUBRECIPIENT agrees to perform the following project(s) as stated in the subsequent scope of work, project budget and timeline.

Project #1 PMP6P- \$69,000 Program Management– Scope of Work (LE HLS PM)

This project will provide for the continued sustainment of the Regional LE HLS Program Manager, who serves as a key regional support person for law enforcement, working across disciplines to assure continuity of efforts. The LE HLS PM will also work with Fire department reps on joint LE/Fire trainings and capability improvement needs. The LE HLS PM will support planning, training and exercise, policy development, regional equipment needs in an effort to prepare for and respond to all-hazards/terrorism incidents. Funding will be used to cover the salary, benefits and expenses of the LE HLS PM.

Project #1 PMP6P Program Management- Timeline

Activity		Completion Date
1	Assist in building a unified Regional LE Planning effort across counties and grant streams.	03/31/2019
2	Assist in planning and facilitating training and exercises.	12/31/2019
3	Assist filling inter-agency communication and coordination gaps.	03/31/2019
4	Assist with equipment need assessments and purchases.	03/31/2019
5	Assist in interdisciplinary policy development.	03/31/2019
6	Assist with continued determination of gaps and needs to build capabilities.	03/31/2019

Project #2 OSPTCUF60 - \$15,000 Tourniquets – Scope of Work

This project will provide response support for first on-scene responders in alignment with the federal government “Stop the Bleed” campaign. The expected outcome of this project will be to improve on-scene security and protection in the region by working to provide 575 tourniquets to officers across the Region.

Project #2 OSPTCUF60, Tourniquets - Timeline

Activity		Completion Date
1	Purchase equipment	07/31/2019
2	Distribute equipment	07/31/2019
3	Close Out Project	07/31/2019

Project #3 OSRP60 - \$200,000 Rifle Plates– Scope of Work

This project will provide on-scene security and protection of officers during active shooting incidents, through the purchase of rifle plates and carrier sets. The outcome of this project will be to purchase and distribute no less than 125 and up to a maximum of 400 sets of rifle plates and carrier sets to officers throughout the Region.

Project #3 3 OSRP60, Rifle Plates- Timeline

Activity		Completion Date
1	Regional teams refine team equipment.	07/31/2019
2	Purchase equipment.	07/31/2019
3	Distribute equipment.	07/31/2019
4	Close Out Project.	07/31/2019

Project #4 IISFC1O - \$85,000 Fusion Center– Scope of Work

This project will support the sustainment of the UASI intelligence analytical and information sharing capability, in support of the Region and the Washington State Fusion Center. The outcome of the project will include support of contract personnel, assigned as UASI Intelligence Analysts, support of technology maintenance, upgrades and enhancements which support criminal investigations, intelligence needs, analytics, and ensure Regional partners have a single point of dissemination and coordination surrounding the intelligence needs of the Region and the State.

Project #4 IISFC1O, Fusion Center- Timeline

Activity		Completion Date
1	Intelligence Analyst Sustainment with the outcome of providing regional intelligence analytics, information sharing and coordination on matters with a potential nexus to terrorism.	07/31/2019
2	Amend hours/workload for weekend and evening analyst coverage.	07/31/2019
3	Identify, collect, organize, document, and analyze King County Region area violent gang criminal activities and other suspicious activity for a potential nexus to terrorism.	07/31/2019
4	Increase SHSP/King County regional agency, jurisdiction participation in FLO, TRAPP, CAP training.	07/31/2019

Exhibit B – BUDGET

PROJECT #	1	2	3	4	
PROJECT NAME	REGIONAL PROGRAM MGMT	TOURNIQUETS	RIFLE PLATES	FUSION CENTER	
PROJECT FUNDING	\$69,000	\$15,000	\$200,000	\$85,000	\$369,000
PROJECT CODE	PMP6P	OSPTCUF60	OSPRP60	IISFC10	
CORE CAPABILITY	PLANNING	ON-SCENE SECURITY & PROTECTION	ON-SCENE SECURITY & PROTECTION	INTELLIGENCE & INFORMATION SHARING	AGREEMENT TOTAL
BUDGET DETAIL	SOLUTION AREA				
BUDGET CATEGORY	PLANNING	ORGANIZATION	ORGANIZATION	ORGANIZATION	
Salaries & Benefits	\$69,000	\$0	\$0	\$0	\$69,000
Overtime	\$0	\$0	\$0	\$0	\$0
Contractor Fees Personnel	\$0	\$0	\$0	\$82,500	\$82,500
Contractor Fees Non Personnel	\$0	\$0	\$0	\$0	\$0
Goods & Services	\$0	\$15,000	\$0	\$0	\$15,000
Travel & Per Diem	\$0	\$0	\$0	\$2,500	\$2,500
Pass Thru Non Personnel	\$0	\$0	\$0	\$0	\$0
Pass Thru Personnel	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$200,000	\$0	\$200,000
Other-Indirect	\$0	\$0	\$0	\$0	\$0
TOTAL PROJECT	\$69,000	\$15,000	\$200,000	\$85,000	\$369,000



December 20, 2017

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 \$6.5 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 206-615-1507 or Sheila.barker@seattle.gov if you need additional information.

Sincerely,

Sheila Barker

Sheila Barker, ARM, MPA
Operational Risk Manager/ City Risk Management