

Department / Division	Department of Executive Services, Office of Emergency Management		
Subrecipient	Seattle Police Department		
Project Title	Seattle Police SHSP FFY 21		
Agreement Amount \$	\$ 405,000		
Agreement Period From	09/01/2021	Agreement Period To	05/31/2024
Data Universal Numbering System (DUNS)	130986214	Tax ID Number (TIN)	91-6001275
Federal Award Identification #	EMW-2021-SS-00083-S01	Federal Award Date	09/02/2021
Total Federal Award Amount	\$14,284,938.00	Federal Funding Authority	US Dept. of Homeland Security

Purpose & Description:

The objective of the Federal Fiscal Year (FFY) 2021 Homeland Security Grant Program (21HSGP) 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. 21HSGP 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. 21HSGP 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 21 HOMELAND SECURITY GRANT, STATE HOMELAND SECURITY PROGRAM**

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

WHEREAS, the County has been advised that the funding source of this grant is the federal fiscal year **(FFY) 2021 State Homeland Security Program**, Assistance Listing (formerly CFDA) # **97.067** Homeland Security Grant Program (HSGP), Washington State Military Department Agreement # **E22-119**;

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 Seattle Police Department desires to sustain fusion center activity, procure equipment and perform training 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:

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

Contract between King County and Washington
State Military Department

Attached hereto as Exhibit D

II. GRANT AGREEMENT PERFORMANCE PERIOD

- A. This Agreement shall commence on September 1st, 2021 and shall terminate on May 31st, 2024 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 May 31st, 2024.

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 Susan Daley, Grant 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. Susan Daley
 - ii. ~~Seattle Police Department~~
 - iii. 610 5th Avenue
 - iv. Seattle, WA 98124
 - v. PH: 206.733.9163 / Fax 206.684.4112
 - vi. susan.daley@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 2021 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 \$ 405,000 (four hundred five thousand dollars 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 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 2021 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 2021 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, available within the Reimbursement Workbook;
 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 21HSGP 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 2021 Homeland Security Grant Program" (hereafter "the NOFO") document, the FEMA Preparedness Grants Manual document, Version 2, published February 2021 (hereafter "the Manual"), the DHS Award Letter for Grant No. EMW-2021-SS-00083-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 21HSGP 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 21HSGP 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 21HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the NOFO , the Manual, the DHS Award Letter for Grant No. EMW-2021-SS-00083-S01 in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.
- c. The Subrecipient shall be responsible for ensuring that all 21HSGP 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 2021 HSGP federal preparedness funding, it will meet all National Incident Management System (NIMS) compliance requirements outlined in FFY 2021 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.
- 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 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 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):

**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.

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 Termination section.
- 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 acts 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

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. Upon request by the County, the Subrecipient will furnish certificates of insurance and policy endorsements. If the Subrecipient is a municipal corporation, the Subrecipient may maintain a fully funded self-insurance program for the handling of its liabilities, including injury to persons and damage to property.

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 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.

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.

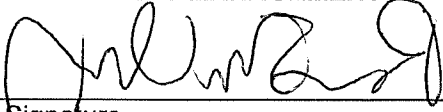
XXXIII. SEVERABILITY

- 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.

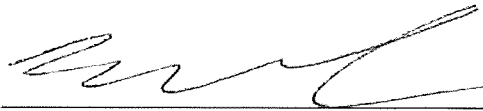
**KING COUNTY OFFICE OF
EMERGENCY MANAGEMENT**



Signature
Brendan McCluskey, Director

6-JUNE-2022
Date

Seattle Police Department



Signature
Brian G. Maxey, Chief Operating Officer

5/18/22
Date

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 \$ 405,000 (**four hundred five thousand dollars 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.

General Requirements:

Activity		Completion Date
1	Submit Reimbursement Request and Progress Report	July 31, 2022
2	Submit Reimbursement Request and Progress Report	October 31, 2022
3	Submit Reimbursement Request and Progress Report	January 31, 2023
4	Submit Reimbursement Request and Progress Report	April 30, 2023
5	Submit Reimbursement Request and Progress Report	July 31, 2023
6	Submit Reimbursement Request and Progress Report	October 31, 2023
7	Submit Reimbursement Request and Progress Report	January 31, 2024
8	Submit Reimbursement Request and Progress Report	April 30, 2023
9	Submit Closeout Report	July 15, 2024
10	Submit Grant Funded Typed Resource Report	July 15, 2024
11	Submit Final Reimbursement Request	July 15, 2024

Project #1 – Washington State Fusion Center Sustainment- Scope of Work

Capability

This investment continues to sustain the intelligence and information sharing capability and relationships that are already established in support of the Region and the Washington State Fusion Center (WSFC).

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 SHSP 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

King County analyst provides specialized analytical skills and terrorism-centric knowledge at a tactical and regional level within the fusion center enterprise. Situational awareness is shared collaboratively and collectively to develop the understanding for potential threats within the operating environment.

Project #1 – Washington State Fusion Center Sustainment - Timeline

Activity		Completion Date
1	Ongoing Fusion Center analyst support	12/31/2023

Project #2 – Region 6 Team Awareness Kit - Scope of Work

***** Note: FEMA has placed a hold on the funding for this project. Expenses for this project will not be reimbursed until FEMA deems the project effective and releases the associated hold. *****

Capability

Enhanced- This project will fund Team Awareness Kit (TAK) technology, which is a situational awareness and common operating picture (COP) application that gives first responders access to dynamic open-source background information, data packages, on-site geospatial awareness, interoperable communication, real time data sharing, and mapping.

Activities to be Performed

Purchase and deployment of equipment and training to include:

- TAK equipment that will support interoperability between LE teams in Homeland Security Region 6 that participate in the advance situation awareness technology, ATAK or iTAK. Equipment may include additional GoTenna or similar non-cellular technology that supports interoperable communication when cellular networks are not available
- Training to support advanced training needs of LE Special Weapon and Tactic team leaders
- IT maintenance/support for Regional Servers (Supporting FY20 SHSP investment)

Associated Deliverables/ Outputs

Special Teams will support complex missions by loading mission orders in data packages and by providing fluid geospatial awareness of assets during a complex coordinated terrorist attack. The Tactical Awareness Kit (TAK) system allows for a dynamic common operating picture across the teams through cell phone communication and robust information sharing in a mobile format. The Special Teams can pre-load environmental features and high-risk targets to have better situational awareness during a terrorist attack for responding officers and Command level resource management.

Project #2 – Region 6 Team Awareness Kit - Timeline

***** Note: FEMA has placed a hold on the funding for this project. Expenses for this project will not be reimbursed until FEMA deems the project effective and releases the associated hold. *****

Activity		Completion Date
1	*** On Hold ***	***On Hold***

Project #3 - Region 6 Screening, Search and Detection Equipment for High-Risk Areas – Scope of Work

Capability

Enhanced- This project will build on past work by buying down the risk of terrorist activities through investing in technology that supports situational awareness for responding law enforcement officers. This project will allow special teams to support complex missions by assisting with the rapid detection of hazardous devices. Teams will be able to detect, potentially prevent, respond to, and recover from terrorism and homegrown extremism threats more rapidly through this investment.

Activities to be Performed

Purchase and deploy specialized Screening, Search, and Detection Equipment, estimated to include: deployable x-ray system, thermal imagery, and vision enhancement equipment items to support HLS Region 6 tactical teams and LE agencies.

Associated Deliverables/ Outputs

Deliverables include specialized deployable Screening Search and Detection systems that support the prevention of terrorism and homegrown extremism threats in Homeland Security Region 6.

Project #3 – Region 6 Screening, Search and Detection Equipment for High-Risk Areas - Timeline

Activity		Completion Date
1	Purchase and deployment of specialized Screening, Search, and Detection Equipment, estimated to includes: deployable x-ray system, thermal imagery, and vision enhancement equipment items to support HLS Region 6 tactical teams and LE agencies.	December 2023

Project #4 – Region 6 Response Needs for Soft Targets/ Crowded Places- Scope of Work

Capability

Enhanced- The equipment will enhance prevention, detection, response, and recovery capabilities particularly for Chemical/Biological/Radiological/Nuclear/Explosive (CBRNE), WMD, and/or improvised explosive device (IED) terrorist incidents. A CBRNE incident differs from a hazardous material incident in both scope (i.e., CBRNE can be a mass casualty situation) and intent. CBRNE

incidents are responded to under the assumption that they are intentional and malicious; evidence preservation and perpetrator apprehension are of greater concern than with HAZMAT incidents. Given these factors, the response often entails multiple organizations and stakeholders.

Activities to Be Performed

Purchase and deploy tactical robotic technology to support Region 6 Special Weapons and Tactics (SWAT) Teams, estimated to include: up to 1 medium tactical robot, up to 3 Throwbots, and up to 1 Under Door Camera System.

Associated Deliverables/ Outputs

The investment in tactical robot technology allows law enforcement officers to remain at a safe distance when there is a need to gain entry into a hazardous environment and collect intelligence for command to determine appropriate tactics.

Project #4 - Region 6 Response Needs for Soft Targets/ Crowded Places - Timeline

Activity		Completion Date
1	Purchase and Deployment of the following tactical robotic technology to support region 6 Special Weapons and Tactics (SWAT) teams: <ul style="list-style-type: none">• 1 x Medium Tactical Robot• 3 x Throwbot• 1 x Under Door Camera System	December 2023
2	Purchase and deployment of a specialized deployable x-ray system	December 2023

Exhibit B – Budget

PROJECT #	1	2	3	4	\$405,000	
PROJECT NAME	Washington State Fusion Center Sustainment	Region 6 Team Awareness Kit	Region 6 Screening, Search, and Detection Equipment for High-Risk Areas	Region 6 Response Needs for Soft Targets/ Crowded Places		
PROJECT FUNDING	\$85,000	\$50,000	\$135,000	\$135,000		
PROJECT CODE	SPD-SUS-SP2	SPD-NPCS-P1	SPD-NPST-P4	SPD-NPST-P5		
CORE CAPABILITY	Planning, Intelligence & Information Sharing	Cybersecurity, Intelligence and Information Sharing	Screening, Search and Detection	Screening Search and Detection, Interdiction and Disruption	AGREEMENT TOTAL	
BUDGET DETAIL	SOLUTION AREA					
BUDGET CATEGORY	ORGANIZATION	EQUIPMENT	TRAINING	EQUIPMENT		EQUIPMENT
Salaries & Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Overtime	\$0	\$0	\$0	\$0	\$0	\$0
Contractor Fees Personnel	\$0	\$0	\$0	\$0	\$0	\$0
Contractor Fees Non Personnel	\$0	\$0	\$0	\$0	\$0	\$0
Goods & Services	\$0	\$0	\$0	\$0	\$0	\$0
Travel & Per Diem	\$0	\$0	\$0	\$0	\$0	\$0
Pass Thru Non Personnel	\$0	\$40,000	\$10,000	\$135,000	\$135,000	\$320,000
Pass Thru Personnel	\$85,000	\$0	\$0	\$0	\$0	\$85,000
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Other-Indirect	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL PROJECT	\$85,000	\$40,000	\$10,000	\$135,000	\$135,000	\$405,000

Exhibit C – Certificates of Insurance/ Endorsements



January 1, 2022

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.

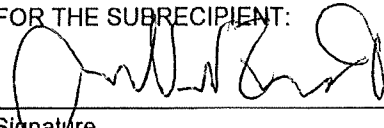
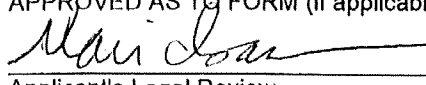
Please contact me at 206-386-0071 or Travis.Steichen@Seattle.gov if you need additional information.

Sincerely,

Travis Steichen

Travis Steichen, ARM
Senior Risk Manager / City of Seattle

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

1. Subrecipient Name and Address: King, County of Office of Emergency Management (OEM) 3511 NE 2nd Street Renton, WA 98056-4192		2. Grant Agreement Amount: \$1,428,802		3. Grant Agreement Number: E22-119	
4. Subrecipient Contact, phone/email: Nicholas Gibbons, 206-263-1076 nicholas.gibbons@kingcounty.gov		5. Grant Agreement Start Date: September 1, 2021		6. Grant Agreement End Date: July 31, 2024	
7. Department Contact, phone/email: Michael Alston, 253-512-7083 michael.alston@mil.wa.gov		8. Data Universal Numbering System (DUNS): 031387363		9. UBI # (state revenue): 578-037-394	
10. Funding Authority: Washington State Military Department (the Department) and the U.S. Department of Homeland Security (DHS)					
11. Federal Funding Identification #: EMW-2021-SS-00083-S01		12. Federal Award Date: 9/2/2021		13. Assistance Listings # (formerly CFDA) # & Title: 97.067 - 21HSGP (SHSP)	
14. Total Federal Award Amount: \$14,284,938.00		15. Program Index # & OBJ/SUB-OBJ: 713SB, 713SC, 713SH, 713SL, 713SQ, 713SZ / 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) 2021 Homeland Security Grant Program (21HSGP) 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. 21HSGP 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. 21HSGP supports core capabilities across the five mission areas of prevention, protection, mitigation, response, and recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together, these grant programs fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, and management and administration. The Department is the Recipient and Pass-through Entity of the 21HSGP DHS Award Letter for Grant No. EMW-2021-SS-00083-S01, 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			4. Special Terms and Conditions		
2. DHS/FEMA Award and program documents			5. General Terms and Conditions, and,		
3. Work Plan, Timeline, and Budget			6. Other provisions of the Agreement incorporated by reference.		
WHEREAS, the parties have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:		
 Signature _____ Date 11/1/2021 Regan Anne Hesse, Chief Financial Officer Washington State Military Department			 Signature _____ Date 26-Oct-2021 Brendan McCluskey, Director King County Office of Emergency Management		
BOILERPLATE APPROVED TO FORM: David B. Merchant, Assistant Attorney General (9/7/2021)			APPROVED AS TO FORM (if applicable):  Applicant's Legal Review _____ Date 10/26/21		

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	253-316-6438

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 21HSGP 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 2021 Homeland Security Grant Program*” (hereafter “the NOFO”) document, the *FEMA Preparedness Grants Manual* document, Version 2, published February 2021 (hereafter “the Manual”), the *DHS Award Letter for Grant No. EMW-2021-SS-00083-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 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. 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 21HSGP 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 21HSGP 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 21HSGP Program, including, but not limited to, all criteria, restrictions, and requirements

of the NOFO , the Manual, the *DHS Award Letter for Grant No. EMW-2021-SS-00083-S01* 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 21HSGP 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 minimus 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 reimbursements, 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.
- d. 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.
- e. UASI Subrecipients shall participate in the annual UASI SPR and THIRA process.

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);
 - 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.
- 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 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.
- 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 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.

If the item is not identified on the AEL as allowable under HSGP, 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 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 section 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 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.
 - 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 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 FY 2021 federal preparedness funding, to include 21HSGP, the Subrecipient will ensure all NIMS objectives have been initiated and/or are in progress toward completion. NIMS Implementation Objectives are located at https://www.fema.gov/sites/default/files/2020-07/fema_nims_implementation-objectives-20180530.pdf.

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 twenty-five percent (25%) 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. If funding is allocated to non-DHS FEMA training, the Subrecipient must request prior written approval from the Department Key Personnel prior to attending 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 included in 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. In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, operational overtime costs are allowable for increased protective security measures at critical infrastructure sites or other high-risk locations and to enhance public safety during mass gatherings and high-profile events. However, 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. 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 21HSGP program funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 21HSGP Award Letter and its incorporated documents for DHS Grant No. EMW-2021-SS-00083-S01, which are incorporated in and made a part of this Agreement as Attachment C.

**Washington State 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 200.93 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 section 1352, title 31, U.S. Code.

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 200.317 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 200.322, 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 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 200.318 through 200.326. 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 panel 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 panel 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 panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs and share equally the cost of the third panel 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

The Subrecipient shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

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**

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 parties intend that an independent contractor relationship will be created by this Agreement. 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 by reason of this Agreement, nor will the Subrecipient make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the state of Washington by reason of this Agreement, including, but not limited to, Workmen's 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.

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 and not by reason of this Agreement.

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 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The Subrecipient is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The Subrecipient may set utilization standards, based upon local conditions or may use the state of Washington MWBE goals, as identified in WAC 326-30-041.

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.

**21HSGP Award Documents
EMW-2021-SS-00083-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-2021-SS-00083

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2021 Homeland Security Grant Program has been approved in the amount of \$14,284,938.00. 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 2021 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, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

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

A handwritten signature in black ink, consisting of a stylized 'C' followed by a horizontal line and a small dot.

CHRISTOPHER PATRICK LOGAN GPD Assistant Administrator

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



AGREEMENT ARTICLES **Homeland Security Grant Program**

GRANTEE:

Washington Military Department

PROGRAM:

Homeland Security Grant Program

AGREEMENT NUMBER:

EMWV-2021-SS-00083-S01

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Article I - Summary Description of Award

The purpose of the FY 2021 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 \$6,428,138, 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 \$1,606,800. The following counties shall receive OPSG subawards for the following amounts: Adams \$75,000; Clallam \$100,000; Ferry \$112,500; Island \$100,000; Jamestown S'Klallam Tribe \$80,000; Lower Elwha Tribe \$75,000; Makah Tribe \$75,000; Nooksack \$99,000; Okanogan \$100,000; Pend Oreille \$150,000; Quileute Tribe \$60,300; San Juan \$100,000; Spokane \$155,000; Stevens \$150,000; Swinomish Tribe \$75,000; 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 - Funding Hold: SHSP National Priorities

FEMA has placed a funding hold on the following investments under the national priority areas, and \$353,303 of SHSP funds is on hold in the FEMA financial systems. Until the hold is released, the recipient is prohibited from drawing down funds or reimbursing subrecipients, and the subrecipients are prohibited from obligating or expending SHSP funds, for the costs or activities identified below. The hold only applies to the amount of funds identified for each SHSP investment under the national priority areas below. To release this hold, additional information is required for the investments identified below which must be submitted in the December 2021 Biannual Strategy Implementation Report (BSIR).

Cybersecurity \$162,500

Kitsap, County of NP CS Project #2: Region 2 Cybersecurity Conference for Small Businesses and Non-Profits, \$32,500

King, County of NP CS Project #4: Region 6 Team Awareness Kit, \$50,000

King, County of NP CS Project #6: Region 6 Regional Cybersecurity Workshop and Training Resources, \$80,000

Emerging Threats, \$190,803

WA State Military Department NP ET Project #2: State Private Sector and Critical Infrastructure Program, \$70,803

Clark, County of NP ET Project #6: Region 4 Personal Protective Equipment, \$70,000

Clark, County of NP ET Project #12: Region 4 Target Hardening and Vulnerability Assessment, \$50,000

If you have questions about this funding hold or believe it was placed in error, please contact the DHS/FEMA Headquarters Preparedness Officer.

Article III - 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 IV - Operation Stonegarden 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 Analysis (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.

Article V - 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 VI - Universal Identifier and System of Award Management

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 VII - 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. No. 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 VIII - 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 IX - 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 X - 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 XI - 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 XII - 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)*, Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

Article XIII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 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 XIV - 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 XV - 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 XVI - 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 XVII - Trafficking Victims Protection Act of 2000 (TVPA)

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 XVIII - 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 XIX - 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 XX - 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 XXI - 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 XXII - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires 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 at: <https://www.fema.gov/media-library/assets/documents/90195>. 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 order, regulations, and policies.

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

Article XXIII - DHS Specific 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.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right 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, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information 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 XXIV - 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 at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.

Article XXV - 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 XXVI - 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 3000. 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 XXVII - Activities Conducted Abroad

Recipients must ensure 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.

Article XXVIII - 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 XXIX - 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 XXX - Homeland Security Grant 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 Analysis (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 XXXI - 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 XXXII - 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. FEMA is also 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. 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 XXXIII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, 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 the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at 15 U.S.C. section 2225.)

Article XXXIV - 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 XXXV - 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. section 41102) 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 XXXVI - Reporting of Matters Related to Recipient Integrity and Performance

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 XXXVII - 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 XXXVIII - 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 XXXIX - 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 XL - 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 XLI - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients 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.

Article XLII - 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 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XLIII - 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 XLIV - Reporting Subawards and Executive Compensation

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 XLV - 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 XLVI - 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 XLVII - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

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 applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

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.

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the recipient's 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 XLVIII - 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.

BUDGET COST CATEGORIES

Personnel	\$565,994.00
Fringe Benefits	\$210,405.00
Travel	\$17,768.00
Equipment	\$0.00
Supplies	\$24,080.00
Contractual	\$13,353,696.00
Construction	\$0.00
Indirect Charges	\$112,995.00
Other	\$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMW-2021-SS-00083-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. 916001095G	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX04670N2021T , WX04671N2021T , WX04674N2021T		
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 09/01/2021	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 09/01/2021 To: 08/31/2024 Budget Period 09/01/2021 08/31/2024			
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-XXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Homeland Security Grant Program	97.067	2021-FA-GG01-P410- -4101-D	\$0.00	\$6,428,138.00	\$6,428,138.00	See Totals
Homeland Security Grant Program	97.067	2021-FA-GH01-P410- -4101-D	\$0.00	\$6,250,000.00	\$6,250,000.00	See Totals
Homeland Security Grant Program	97.067	2021-FA-GG02-P410- -4101-D	\$0.00	\$1,606,800.00	\$1,606,800.00	See Totals
			\$0.00	\$14,284,938.00	\$14,284,938.00	\$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 Wed Sep 22 16:48:36 GMT 2021	
18. FEMA SIGNATORY OFFICIAL (Name and Title)					DATE Thu Sep 02 14:12:56 GMT 2021	



SHENAUZ SUBRINA WONG , Assistance Officer

21SHSP 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 10 of 50 states for gross domestic product in 2020; 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. Approximately half of Washington's 7.5 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. Over three-fourths 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: earthquake, tsunami, flood, biological (pandemic-human), wildland fire, hazmat release-radiological, cyber-attack, and terrorism (explosive devices). The 2021 Washington State Risk Profile scored the state's relative risk as 8.3, ranking it as the 8th highest at-risk state, an increase from the rank of 11th in 2020. Washington State has consistently had a high relative risk score and must be prepared to prevent, respond to, mitigate, and recover from acts of terrorism.

The FY21 projects were selected to build upon or sustain a range of Core Capabilities identified in the 2020 SPR as well as to support the five National Priority Areas. The investments support the Planning, Organization, Equipment, Training, and Exercise solution areas with a focus in the following Core Capabilities: Planning, Operational Communications, Interdiction and Disruption, Public Information and Warning, Cybersecurity, Mass Search and Rescue Operations, Operational Coordination, On-Scene Security, Protection, and Law Enforcement, Screening, Search, and Detection, Mass Care Services, Access Control and Identity Verification, Intelligence and Information Sharing, Threats and Hazards Identification, and Physical and Protective Measures.

Regional Risks - Reasons for the Work

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

21SHSP Sustainment Work Plan

King County, Office of Emergency Management (OEM)

AMOUNT 941,802

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 respond and recover and be in a state of readiness should a natural or human-caused catastrophic incident occur.

Gaps identified in:

- Planning:** ESF plans are out of date, LEP plans are incomplete, more robust COOP
- Operational Comms:** Aging equipment and infrastructure, changes in technology and the inability to keep pace, mountainous terrain; amateur radio capability; differing responder radio technologies
- Interdiction & Disruption:** Lack of equipment
- Public Information & Warning:** More people sign up for emergency notifications, translations for emergency messaging, lack of personnel, in person training, and engagement with marginalized populations
- Cybersecurity:** Resilience strengthened, training, and formal capabilities assessments
- Mass SAR Operations:** Train responders to the Structural Collapse Tech Level, lack of equipment and PPE, maintain equipment and training
- Operational Coord:** Training on new plans, partner and build relationships, not all jurisdictions have necessary equipment, map and coordinate plans, document procedures and update plans, increase frequency of contacts, inadequate supply of radios for rural community response
- On-Scene Security, Protection, & LE:** Aging and/or expiring equipment and PPE and/or insufficient for surge capacity use, specialized tactical team equipment
- Screening, Search, & Detection:** Better equipment to improve response quality and times, very little or no formal capabilities
- Mass Care Services:** Lack of sheltering supplies, plans minimal
- Access Control/ID Verification:** Swipe card entry doors, standard credentials for EOC personnel, plans or procedures for credentialing on a large-scale
- Supply Chain Integrity & Security:** More local suppliers for critical needed materials, PPE supply, exercise standing up CPODs
- Intelligence & Information Sharing:** Limited resources and lack of staff, challenge to build and sustain this core capability
- Threats & Hazards Identification:** Lack of resources to conduct an assessment

PROJECT #6 *Region 6- Homeland Security Project (Investment 1, Project 6)*

Region 6 will address priorities based on regionally identified gaps. The region is challenged by persistent capability gaps which include: Mass Search and Rescue Operations due to multiplying infrastructure, Mass Care Services due to gaps in mass care resources, and Screening, Search, and Detection due to outdated or nonexistent equipment for law enforcement. Furthermore, the region will focus on sustaining Infrastructure Systems to maintain readiness if confronted with a structural collapse incident and enhancing Planning through regional coordination to ensure whole community response capacity. Addressing the gaps and sustaining these core capabilities will ensure that the region is prepared for a terrorist attack.

Through planning, organization, equipment, and training activities will include:

- Mass Search and Rescue Operations: Conduct multiple day technician level training sessions with specialized equipment in a real collapse environment and purchase specialized equipment for search and rescue operations in structures.
- Mass Care Services: Purchase, maintain, and distribute shelter supplies with a focus on vulnerable populations.
- Screening, Search, and Detection: Purchase and deploy tactical robotic technology equipment for Special Weapons and Tactics Teams.
- Planning: Conduct continuity planning to ensure that the region is prepared to respond to threats and acts of terrorism; develop, review, and revise the THIRA/SPR; update plans to align with current threats and hazards in the National Priority Areas; and conduct regional planning to develop terrorism prevention activities, incorporate community lifelines, and integrate volunteer program partners.

The funding priorities will address identified capability gaps related to emergent terrorist-related threats which will enhance capabilities to bolster terrorism awareness and recognition by detecting, identifying, interdicting, and recovering from terrorist attacks.

SUBPROJECT #1 *Mass Search & Rescue***PRIMARY CORE CAPABILITIES**

Mass Search & Rescue Operations

Core Capability #1

Infrastructure Systems

Core Capability #2 (optional)

SOLUTION AREA

PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$0.00	\$0.00	\$185,000.00	\$120,500.00	\$0.00	\$305,500.00

WHY IS THE WORK NEEDED?**GAP identified**

The 2020 UASI THIRA/Stakeholder Preparedness Report (SPR) identified the "Need to continue efforts to train local Fire/Hazmat/EMS responders to the Structural Collapse Technician Level".

2020 Seattle UASI SPR, Page 181 "Need to continue effort to train local Fire/Hazmat/EMS responders to the Structural Collapse Technician Level"

Attrition and turnover are the two key areas identified during the SPR assessment, as factors that will continue to challenge the Structural Collapse Technician capability throughout Region 6 (King County). There are approximately 3000 Fire, Hazardous Materials, and EMS responders in Region 6, approximately 334 are Structural Collapse Technician trained. These specialized skills are perishable and require periodic refresher training to be safe and effective.

CAPABILITY (Indicate sustained or enhanced)

This project will sustain the Structural Collapse Rescue capability provided by the local Fire Service community. Building this capability is an ongoing process that requires maintenance as we build. While local jurisdictions cover most of the cost to provide this capability, SHSP partners with UASI to sustain the specialized training that cannot be supported by local budgets.

ACTIVITIES TO BE PERFORMED

- Plan, host, and facilitate approximately two (2) multiple day training sessions.
- Purchase interoperable heavy lifting/shoring and cutting/burning related equipment for the three fire zones within Region 6 (broken out per zone in Region 6).

ASSOCIATED DELIVERABLES/OUTPUTS

- Approximately fifty (50) local responders will receive Technician level training with specialized equipment in a real collapse environment.
- 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 structures.

DESIRED OUTCOMES

To provide technician level initial training to Region 6 responders and refresher training to Region 6 responders who completed the full 80-hour SCT program in prior years. This project ensures that we are sustaining the progress that we have already made, as we continue to build and enhance this critical capability. Ensuring that trained structural collapse and heavy rescue technicians throughout Region 6 have access to the specialized equipment that they were trained to use when the need arises.

SUBPROJECT #2 *Washington State Fusion Center Sustainment (Local)***PRIMARY CORE CAPABILITIES**

Intelligence & Information Sharing

Core Capability #1

Interdiction & Disruption

Core Capability #2 (optional)

SOLUTION AREA

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

WHY IS THE WORK NEEDED?**GAP identified**

Gap: Seattle UASI SPR pg. 341 B. Retention of Fusion Center Analysts continues to be a challenge.

CAPABILITY (Indicate sustained or enhanced)

This investment continues to sustain the intelligence and information sharing capability and relationships that are already established in support of the Region and the Washington State Fusion Center (WSFC).

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 SHSP 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

King County analyst provides specialized analytical skills and terrorism-centric knowledge at a tactical and regional level within the fusion center enterprise. Situational awareness is shared collaboratively and collectively to develop the understanding for potential threats within the operating environment.

DESIRED OUTCOMES

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.

SUBPROJECT #3 *Mass Care Surge Supplies*

PRIMARY CORE CAPABILITIES

Mass Care Services	Core Capability #1
Public Health, Healthcare, & Emergency Medical Services	Core Capability #2 (optional)

SOLUTION AREA

PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00

GAP identified

Seattle UASI SPR pg. 305 D. Surge sheltering supplies are lacking (e.g., bedding, cots, bariatric, and Access and Functional Needs goods).

CAPABILITY (Indicate sustained or enhanced)

Enhance- This capability will provide additional equipment and resources to support the King County Region Mass Care services. The focus of this enhancement is to purchase equipment and resources that will support the needs of vulnerable populations in the shelter environment.

ACTIVITIES TO BE PERFORMED

- Purchase and maintain shelter supplies with a focus on vulnerable persons -- who because of age, disability, or language may need additional assistance to benefit from the normal mass care services provided in the sheltering environment.
- Provide supplies to shelter operations within the King County Region.
- Respond to sheltering operations in support of holistic Mass Care services.

ASSOCIATED DELIVERABLES/OUTPUTS

Shelter supplies are available for the whole community when needed.

DESIRED OUTCOMES

- Support and provide disaster related shelter operations for the whole community including those with access and functional needs.
- Enhance sheltering capabilities, to the maximum extent feasible, so that people with functional needs will be sheltered with the general population and shelter staff will make efforts to provide reasonable accommodations as defined under the Americans with Disabilities Act (ADA).

SUBPROJECT #4 *Region 6 Sustainment*

PRIMARY CORE CAPABILITIES

Planning	Core Capability #1
Intelligence & Information Sharing	Core Capability #2 (optional)

SOLUTION AREA

PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$461,167.00	\$14,435.00	\$0.00	\$0.00	\$0.00	\$475,602.00

WHY IS THE WORK NEEDED?

GAP identified

- Re-establishing communication networks across jurisdictions that were previously interrupted due to COVID lockdowns. Regional Emergency Management Coordination centralization has been identified as requiring greater emphasis with the stakeholder involvement and oversight (EMAC Oct 2020)
- Outreach and cross organizational/discipline participation in sub-committee work is needed at all levels (CCTA 8/3/20 UC) (2020 Seattle UASI SPR pg. 15)
- Interjurisdictional organization is needed to maintain communications/social networks and ensure relationships are maintained even with the virtual disruptions. Dedicated staff needed to ensure it doesn't fall through the gaps. (2020 Seattle UASI SPR pg. 16)

CAPABILITY (Indicate sustained or enhanced)

- Planning (Enhanced)
- Mass Care Services (Enhanced)
- Operational Coordination and Communication (Enhanced)
- Access Control (Sustained)

ACTIVITIES TO BE PERFORMED

Activities performed by EM Program Managers I, II, and III:

- Work with Zone Coordinators across Region 6 Zones, including hosting and facilitating stakeholder engagement meetings (up to 6 annually).
- Manage and host regional coordination committees and forums (up to sessions 20 annually) to enhance cross-jurisdictional stakeholder engagement and facilitate regional strategic prioritization (particularly in situations of scarce resources).
- Manage and host (up to 10 annually) ESF 6 focused regional sessions with cross-jurisdictional participants. Coordinate with specialized units and disciplines (AFN reps, Animal Control, etc.).
- Provide ESF 5 subject matter expertise on regional communication system deployment and interoperability (up to 10 sessions annually).
- Maintain Access & Control capabilities (cache), train staff on deployment and usage and facilitate regional participation in standardized systems and process. Conduct monthly system updates.
- Manage THIRA/SPR requirements for Region 6, engage subject matter expertise stakeholder members and provide subsequent interpretation and dissemination of findings.

ASSOCIATED DELIVERABLES/OUTPUTS

- 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

Enhanced regional multidisciplinary and cross-jurisdictional coordination in alignment with strategic priorities shared by stakeholders that address the gaps identified with the core capabilities outlined in the investment that aims to reduce and prevent the community risk associated with terrorism incidents.

21SHSP National Priority Area Work Plan

King County, Office of Emergency Management (OEM)

AMOUNT \$487,000

National Priority Areas

In assessing the national risk profile for FY 2021, five priority areas attracted the most concern. Due to the unique threats that the nation faces in 2021, DHS/FEMA has determined that these five priorities should be addressed by allocating specific percentages of HSGP funds to each of the five areas. The following are the five priority areas for FY 2021:

- 1) Enhancing cybersecurity
- 2) Enhancing the protection of soft targets/crowded places
- 3) Enhancing information and intelligence sharing and analysis, and cooperation with federal agencies, including DHS
- 4) Combating domestic violent extremism
- 5) Addressing emergent threats

Washington State will meet the 21SHSP priorities across multiple state and local projects.

Investment #2 WA SHSP National Priority: Cybersecurity

The Cybersecurity National Priority Investment supports the security and functioning of critical infrastructure and core capabilities that relate to preventing, preparing for, protecting against, or responding to acts of terrorism. Cybersecurity threats are constantly evolving, so defending these systems requires constant vigilance, innovation, and adaptation.

Cybersecurity capability gaps in the 2020 Washington State SPR that will be addressed include, but are not limited to: the need for a cybersecurity plan, no formal capabilities assessment has been completed, network comprehensive cybersecurity audits need to be done, cybersecurity threats training and IT training is needed, and cybersecurity resilience needs to be strengthened.

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 Cybersecurity National Priority Area.

PROJECT #1 NP CS Project #4: Region 6 Team Awareness Kit (Investment 2, Project 4)

Note: FEMA has placed a hold on the funding for this project. Expenses for this project will not be reimbursed until FEMA deems the project effective and releases the associated hold.

PRIMARY CORE CAPABILITIES

Cybersecurity	Core Capability #1
Intelligence & Information Sharing	Core Capability #2 (optional)

SOLUTION AREA

PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$0.00	\$0.00	\$40,000.00	\$10,000.00	\$0.00	\$50,000.00

WHY IS THE WORK NEEDED?

GAP identified

The 2020 SPR states that for the Cybersecurity capability, funding for equipment is needed. The 2020 Seattle UASI SPR provides further detail related to King County and is rolled up into the State SPR. Law enforcement across the Seattle Urban Area Region needs secure situational awareness systems and technology. There is a specific need for mobile technology that would support complex missions by providing non-radio communication methods and geospatial awareness of assets. This technology would also support search and rescue operations in the area.

CAPABILITY (Indicate sustained or enhanced)

Enhanced- This project will fund Team Awareness Kit (TAK) technology, which is a situational awareness and common operating picture (COP) application that gives first responders access to dynamic open-source background information, data packages, on-site geospatial awareness, interoperable communication, real time data sharing, and mapping.

ACTIVITIES TO BE PERFORMED

Purchase and deployment of equipment and training to include:

- TAK equipment that will support interoperability between LE teams in Homeland Security Region 6 that participate in the advance situation awareness technology, ATAK or iTAK. Equipment may include additional GoTenna or similar non-cellular technology that supports interoperable communication when cellular networks are not available
- Training to support advanced training needs of LE Special Weapon and Tactic team leaders
- IT maintenance/support for Regional Servers (Supporting FY20 SHSP investment)

ASSOCIATED DELIVERABLES/OUTPUTS

Special Teams will support complex missions by loading mission orders in data packages and by providing fluid geospatial awareness of assets during a complex coordinated terrorist attack. The Tactical Awareness Kit (TAK) system allows for a dynamic common operating picture across the teams through cell phone communication and robust information sharing in a mobile format. The Special Teams can pre-load environmental features and high-risk targets to have better situational awareness during a terrorist attack for responding officers and Command level resource management.

DESIRED OUTCOMES

Capabilities of TAK support the prevention of terrorism and homegrown extremism threats in the Seattle urban area. The desired outcome is to support capabilities which would survive a cyber intrusion/disruption and offer redundancy for first responder agencies to support complex missions. This project fulfills the critical need for secured situational awareness in the event first responders must act when communications have either been compromised or disrupted by cyberterrorists. Nefarious actors will not be able to cripple response capabilities relied upon by law enforcement and other responders when confronting an emergency.

PROJECT #2 NP CS Project #5: Region 6 Cybersecurity Public Education (Investment 2, Project 5)

PRIMARY CORE CAPABILITIES

Cybersecurity	Core Capability #1
Community Resilience	Core Capability #2 (optional)

SOLUTION AREA

PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$0.00	\$0.00	\$0.00	\$45,650.00	\$0.00	\$45,650.00

WHY IS THE WORK NEEDED?

GAP identified

The UASI SPR identified gaps in ensuring participation and keeping curriculum contemporary for both awareness campaigns as well as trainings and that there is a lack of or limited integrated training for IT and EM staff. Cybersecurity threat awareness needs to reach additional regional representatives from multiple disciplines and there is a lack of organizational cybersecurity awareness and best practices across sectors (end-user to technical). The UASI SPR further recommends looking for opportunities to expand partnerships for information sharing with the region and the state, possibly with increased meetings, workshops, and exercises and establishing relationships with federal and private sector cyber information sharing and analysis organizations.

CAPABILITY (Indicate sustained or enhanced)

Enhanced- This project funds public education workshops for Community Emergency Response Teams (CERTs), including purchasing literature, curriculum items, access to software and online databases, public education items and planning costs related to research. The workshops focus on cybersecurity best practices for the whole community including regional partners and an information protection outreach campaign to support the development of safe and secure preparedness culture within all communities. The project also funds community-based preparedness activities to include but not limited to cyber safety awareness and skill trainings to be delivered in multiple formats, block-watch events, and school safety and preparedness events and provides the whole community with basic technological and security safety tips which can be easily accessible and reproducible to regional partners.

ACTIVITIES TO BE PERFORMED

- Plan, host, and facilitate Public Education workshops on cybersecurity best practices for the whole community including regional partners.
- Conduct information protection outreach campaign to support the development of safe and secure preparedness culture within all communities.

-Provide Community based preparedness activities to include but not limited to: cyber safety awareness and skill trainings to be delivered in multiple formats, block-watch events, school safety and preparedness events.

ASSOCIATED DELIVERABLES/OUTPUTS

Provide the whole community with basic technological and security safety tips which can be easily accessible and reproducible to regional partners.

DESIRED OUTCOMES

Outcomes of the project will include baseline training curriculum and measurable indices which will be vetted against SPR gaps including number of trainings, number of participants, number of organizations, and results of participant surveys (NCSR assessment participation, internal trainings, relevant IT stats, migrating services to the ".gov" domain, etc.). The impact of this project will be in addressing vulnerabilities identified in cybersecurity risk assessments, improving cybersecurity of critical infrastructure to meet minimum levels identified by CISA, and offering of broader cybersecurity training and planning at all levels of a given organization.

PROJECT #3 NP CS Project #6: Region 6 Regional Cybersecurity Workshop and Training Resources (Investment 2, Project 6)

Note: FEMA has placed a hold on the funding for this project. Expenses for this project will not be reimbursed until FEMA deems the project effective and releases the associated hold.

PRIMARY CORE CAPABILITIES

Cybersecurity	Core Capability #1
Infrastructure Systems	Core Capability #2 (optional)

SOLUTION AREA

PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$0.00	\$20,000.00	\$0.00	\$60,000.00	\$0.00	\$80,000.00

WHY IS THE WORK NEEDED?

GAP identified

The 2020 UASI SPR found that cybersecurity threat awareness needs to reach additional regional representatives from multiple disciplines and, relatedly, IT staff remain siloed for the most part across the local and statewide jurisdictions. There is also a lack of organizational cybersecurity awareness and best practices across sectors (end-user to technical). The UASI SPR further recommends looking for opportunities to expand partnerships for information sharing with the region and the state, possibly with increased meetings, workshops, and exercises and establishing relationships with federal and private sector cyber information sharing and analysis organizations. Senior leadership should consider taking a proactive approach by focusing on developing cyber policy and doctrine that will contribute to improving their organization's and the region's ability to handle and respond to cyber incidents.

CAPABILITY (Indicate sustained or enhanced)

Enhanced- This investment builds on findings from the Nationwide Cybersecurity Review (NCSR), practices adopted based on Washington State Fusion Center findings, and prior established framework predicated on the THIRA/SPR process. The framework represents a comprehensive review encompassing everything from policy level decisions to end user best-practices. Real world cyber-attack incidents that have occurred within the jurisdiction also provided invaluable insight. All emphasized vulnerabilities in current capabilities for prevention, but also stressed the need to have a standardized base training curriculum for members of every level of an organization to recognize potential threats. The risk of cyberterrorism can be mitigated through comprehensive planning, coordination, and education, ensuring communitywide involvement and vigilance. King County has had significant success with cybersecurity workshops in the past.

ACTIVITIES TO BE PERFORMED

Plan and host at least one workshop that includes a broad array of subjects that will be attractive to a wider audience. Specific attention will be paid to critical infrastructure operating processes and procedures to include SCADA system operations that still can remain vulnerable to attacks. Compile research and curriculum and provide packet to attendees. Subsequent planning efforts and targeted outreach to ensure participation of up to 300 participants (social media, video promotion, etc.). Conduct surveys and follow up activities for analysis of information and eventual incorporation of findings into Seattle UASI SPR.

ASSOCIATED DELIVERABLES/OUTPUTS

A wide-reaching audience will be educated about critical infrastructure operating processes and procedures and better able to prevent and respond to a cyberattack.

DESIRED OUTCOMES

The intended outcome is a more resilient community capable of confronting threats presented by nefarious cyber actors. This recognizes the entire spectrum of users, from the initial high-level awareness to front-line personnel, partnered with follow-on training direct to the community. Policy and operational staff will receive standardized education and subsequent resources will be developed to provide wraparound services to community organizations. This project supports buy-in from policy makers which translates to direct education to constituents and standardized policy development and education that facilitates adoption by decision makers, ultimately socialized to organizations. This ensures that initiative cultivated at the policy level is conveyed to frontline users where the greatest impact towards prevention and mitigation is achieved. In addition, a more unified response will encourage cross utilization of resources and allow for mutual aid opportunities across the region.

Investment #3 WA SHSP National Priority: Soft Target and Crowded Places

The Soft Targets and Crowded Places (ST/CP) National Priority Area Investment supports the enhancement of security at locations such as transportation centers, parks, restaurants, shopping centers, special event venues, and similar facilities. As soft targets and crowded places become increasingly appealing to terrorists and other extremist actors, because of their relative accessibility and large number of potential targets, it is imperative that the public and private sectors collaborate to improve security. The 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. Thus, it is vital that communities address core capabilities that relate to preventing, preparing for, protecting against, or responding to acts of terrorism.

The 2020 Washington State SPR cites gaps that will be addressed in the core capabilities of Operational Coordination and Screening, Search, and Detection. The gaps in Operational Coordination include, but are not limited to, limited resources across the state with not all jurisdictions having necessary equipment. In Screening, Search, and Detection, gaps to be addressed include lack of equipment needed for law enforcement response to support high risk missions and law enforcement in the Seattle Urban Area Region does not have consistent robotic response and support capabilities.

PROJECT #4 NP Soft Targets Project #3: Region 6 Screening, Search, and Detection Equipment for High-Risk Areas (Investment 3, Project 3)

PRIMARY CORE CAPABILITIES

Screening, Search, & Detection	Core Capability #1
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SOLUTION AREA

PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$0.00	\$0.00	\$135,000.00	\$0.00	\$0.00	\$135,000.00

WHY IS THE WORK NEEDED?

GAP identified

According to the 2020 UASI SPR, 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.

CAPABILITY (Indicate sustained or enhanced)

Enhanced- This project will build on past work by buying down the risk of terrorist activities through investing in technology that supports situational awareness for responding law enforcement officers. This project will allow special teams to support complex missions by assisting with the rapid detection of hazardous devices. Teams will be able to detect, potentially prevent, respond to, and recover from terrorism and homegrown extremism threats more rapidly through this investment.

ACTIVITIES TO BE PERFORMED

Purchase and deploy specialized Screening, Search, and Detection Equipment, estimated to include: deployable x-ray system, thermal imagery, and vision enhancement equipment items to support HLS Region 6 tactical teams and LE agencies.

ASSOCIATED DELIVERABLES/OUTPUTS

Deliverables include specialized deployable Screening Search and Detection systems that support the prevention of terrorism and homegrown extremism threats in Homeland Security Region 6.

DESIRED OUTCOMES

The overall desired outcome is to empower Region 6 Law Enforcement partners to conduct joint response operations with regional partners using advanced technology that supports enhanced situational awareness capabilities, tactical advantages, and interoperability with past SHSP grant-funded investments.

PROJECT #5 *NP Soft Targets Project #4: Region 6 Response Needs for Soft Targets/Crowded Places* **(Investment 3, Project 4)**

PRIMARY CORE CAPABILITIES

Screening, Search, & Detection	Core Capability #1
Interdiction & Disruption	Core Capability #2 (optional)

SOLUTION AREA

PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$0.00	\$0.00	\$135,000.00	\$0.00	\$0.00	\$135,000.00

WHY IS THE WORK NEEDED?

GAP identified

According to the 2020 UASI SPR, law enforcement in the Seattle Urban Area Region does not have consistent robotic response and support capabilities. Arson and Bomb Squads (ABS) and SWAT teams continue to go hands on in high-threat responses. Officer safety is always a high priority and procurement of robotics equipment for Seattle Urban Area Regional ABS and SWAT team is necessary to build and sustain situation response capabilities while protecting team members. There is a need to replace existing robots that are failing or have been damaged in high-risk missions.

CAPABILITY (Indicate sustained or enhanced)

Enhanced- Screening, Search, and Detection and Interdiction and Disruption capabilities. This project aims to protect soft targets and crowded places. Once a threat has been identified (i.e. suspicious package, abandoned backpack) and the public has been cleared from the scene, the most immediate risk is to first responders. Tactical robot technology allows law enforcement officers to remain at a safe distance when there is a need to gain entry into a hazardous environment and collect intelligence to determine appropriate tactics. The tactical robots will allow technicians to remain as far away as possible from the threat while still identifying and neutralizing if necessary.

ACTIVITIES TO BE PERFORMED

Purchase and deploy tactical robotic technology to support Region 6 Special Weapons and Tactics (SWAT) Teams, estimated to include: up to 1 medium tactical robot, up to 3 Throwbots, and up to 1 Underdoor Camera System.

ASSOCIATED DELIVERABLES/OUTPUTS

The investment in tactical robot technology allows law enforcement officers to remain at a safe distance when there is a need to gain entry into a hazardous environment and collect intelligence for command to determine appropriate tactics.

DESIRED OUTCOMES

The outcome is regional response capacities will be improved and the tactical resources will contribute to enhanced situation awareness while removing officers from front line danger and placing advanced technology in dangerous environments where an active shooter or other hazardous threat is present. The impact will be risk reduction.

Investment #6 WA SHSP National Priority: Emergent Threats

The Emergent Threats National Priority Area Investment supports the State's efforts to address new and emerging threats due to the spread of rapidly evolving and innovative technology, equipment, techniques, and knowledge. Terrorists and other bad actors remain intent on acquiring weapons of mass destruction (WMD) capabilities and aggressively developing and modernizing WMDs to use against the Homeland. Meanwhile, biological and chemical materials and technologies with dual use capabilities are more accessible throughout the global market. Due to the proliferation of such information and technologies, rogue nations and non-state actors have more opportunities to develop, acquire, and use WMDs than ever before. Similarly, the rise of unmanned

aircraft systems, artificial intelligence, and biotechnology increases opportunities for threat actors to acquire and use these capabilities against the U.S. and its interests.

PROJECT #6 NP ET Project #7: Region 6 CBRNE Personal Protective Equipment (Investment 6, Project 6)

PRIMARY CORE CAPABILITIES

Screening, Search, & Detection	Core Capability #1
Environmental Response/Health & Safety	Core Capability #2 (optional)

SOLUTION AREA

PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$0.00	\$0.00	\$37,000.00	\$0.00	\$0.00	\$37,000.00

WHY IS THE WORK NEEDED?

GAP identified

In the core capability of Screening, Search, and Detection, the 2020 SPR states that better equipment is needed to improve response quality and times.

CAPABILITY (Indicate sustained or enhanced)

Enhanced- The equipment will enhance prevention, detection, response, and recovery capabilities particularly for Chemical/Biological/Radiological/Nuclear/Explosive (CBRNE), WMD, and/or improvised explosive device (IED) terrorist incidents. A CBRNE incident differs from a hazardous material incident in both scope (i.e., CBRNE can be a mass casualty situation) and intent. CBRNE incidents are responded to under the assumption that they are intentional and malicious; evidence preservation and perpetrator apprehension are of greater concern than with HAZMAT incidents. Given these factors, the response often entails multiple organizations and stakeholders.

ACTIVITIES TO BE PERFORMED

Purchase and distribute up to 15 Class 2, CBRNE HazMat ensembles. Hand receipts will be collected maintained to ensure accurate tracking of PPE location, inventory, and status. Each Zone will be allocated up to 5 suits to be distributed to HazMat response resources within the respective zone, based on greatest need.

ASSOCIATED DELIVERABLES/OUTPUTS

Each Zone will have HazMat ensembles for immediate use in the event of a HazMat response.

DESIRED OUTCOMES

The outcome of this project is to retain a surge capability that will allow regional teams to respond to and mitigate an ongoing CBRNE incident that requires immediate rescue, decontamination, and treatment of victims. The tactical resources for regional response will be improved.

21SHSP Budget

King County, Office of Emergency Management (OEM)

AGREEMENT AMOUNT \$1,428,802

AMOUNT

LETPA \$442,000.00

31% of the agreement total

PERSONNEL \$713,667.00

50% of the agreement total

M&A \$70,700.00

5% of the agreement total

Sustainment Subproject(s)

	AMOUNT
SUBPROJECT #1 Mass Search & Rescue	\$305,500.00
SUBPROJECT #2 Washington State Fusion Center Sustainment (Local)	\$85,000.00
SUBPROJECT #3 Mass Care Surge Supplies	\$5,000.00
SUBPROJECT #4 Region 6 Sustainment	\$474,862.00
M&A	\$70,700.00
	SUBTOTAL \$941,062.00
	INDIRECT \$0.00
	TOTAL \$941,062.00

National Priority Area Project(s)

	AMOUNT
PROJECT #1 NP CS Project #4: Region 6 Team Awareness Kit (Investment 2, Project 4)	\$50,000.00
PROJECT #2 NP CS Project #5: Region 6 Cybersecurity Public Education (Investment 2, Project 5)	\$50,000.00
PROJECT #3 NP CS Project #6: Region 6 Regional Cybersecurity Workshop and Training Resources (Investment 2, Project 6)	\$80,000.00
PROJECT #4 NP Soft Targets Project #3: Region 6 Screening, Search, and Detection Equipment for High-Risk Areas (Investment 3, Project 3)	\$135,000.00
PROJECT #5 NP Soft Targets Project #4: Region 6 Response Needs for Soft Targets/Crowded Places (Investment 3, Project 4)	\$135,000.00
PROJECT #6 NP ET Project #7: Region 6 CBRNE Personal Protective Equipment (Investment 6, Project 6)	\$37,000.00
M&A	\$0.00
	SUBTOTAL \$487,000.00
	INDIRECT \$0.00
	TOTAL \$487,000.00

21SHSP TIMELINE

King County, Office of Emergency Management (OEM)

DATE	TASK
September 1, 2021	Grant Agreement Start Date
NLT February 28, 2022	Complete Nationwide Cybersecurity Review (NCSR) - NCSR system closes February 28, 2022
April 2022	Estimated date work scheduled for one or more subprojects/projects
July 31, 2022	Submit Reimbursement Request and Progress Report
October 31, 2022	Submit Reimbursement Request and Progress Report
January 31, 2023	Submit Reimbursement Request and Progress Report
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	Grant Agreement End Date
September 14, 2024	Submit Final Reimbursement Request and Closeout Report

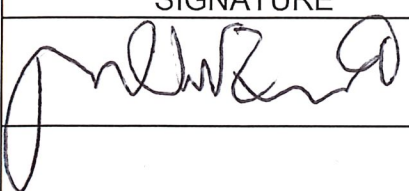
HSGP Performance Period: September 1, 2021 to August 31, 2024

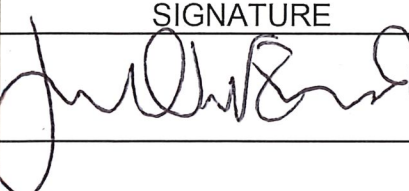
SIGNATURE AUTHORIZATION FORM

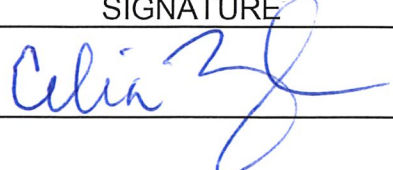
WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION King County Office of Emergency Management	DATE SUBMITTED 10/28/2021
PROJECT DESCRIPTION FFY 2021 State Homeland Security Grant Program	CONTRACT NUMBER E22-119

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

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Celia Taylor	Special Projects 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: 10/28/2021Print Name and Title: Brendan McCluskey, Director