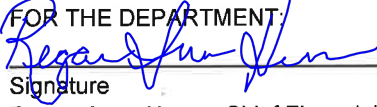



**Washington State Military Department
HOMELAND SECURITY GRANT PROGRAM AGREEMENT FACE SHEET**

1. Subrecipient Name and Address: Seattle, City of Police Department PO Box 34986 Seattle, WA 98124-4986		2. Grant Agreement Amount: \$3,075,000	3. Grant Agreement Number: E22-113 Revised
4. Subrecipient Contact, phone/email: Melissa Cordeiro, 206-386-0063 melissa.cordeiro@seattle.gov		5. Grant Agreement Start Date: September 1, 2021	6. Grant Agreement End Date: December 31, 2023
7. Department Contact, phone/email: Michael Alston, 253-512-7083 michael.alston@mil.wa.gov		8. Data Universal Numbering System (DUNS): 130986214	9. UBI # (state revenue): 178-048-953
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 (UASI)	
14. Total Federal Award Amount: \$14,284,938.00	15. Program Index # & OBJ/SUB-OBJ: 713UB, 713UC, 713UH, 713UL, 713UQ, 713UZ / NZ		16. EIN 91-6001275
17. Service Districts: BY LEGISLATIVE DISTRICTS: 11, 32, 34, 36, 37, 43, 46 BY CONGRESSIONAL DISTRICTS: 7, 9		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: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> 1. Applicable federal and state statutes and regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget </div> <div style="width: 45%;"> 4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference. </div> </div>			
WHEREAS, the parties have executed this Agreement on the day and year last specified below.			
FOR THE DEPARTMENT:  Signature _____ Date 5/5/2022 Regan Anne Hesse, Chief Financial Officer Washington State Military Department		FOR THE SUBRECIPIENT:  Signature Mark Baird Date 5/5/22 Mark Baird, Chief Operating Officer Seattle Police Department	
BOILERPLATE APPROVED TO FORM: David B. Merchant, Assistant Attorney General (9/7/2021)		APPROVED AS TO FORM (if applicable): _____ Applicant's Legal Review Date	

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	Melissa Cordeiro	Name	Michael Alston
Title	Grant Unit Manager	Title	Program Coordinator
Email	melissa.cordeiro@seattle.gov	Email	michael.alston@mil.wa.gov
Phone	206-386-0063	Phone	253-512-7083
Name	Lt. Daniel Nelson	Name	Gail Cram
Title	Lt. Special Operations Center	Title	Program Manager
Email	daniel.nelson@seattle.gov	Email	gail.cram@mil.wa.gov
Phone	206-615-1479	Phone	253-512-7472
Name		Name	Courtney Bemus
Title		Title	Program Assistant
Email		Email	courtney.bemus@mil.wa.gov
Phone		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)
- Obligor 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 flourish.

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: EMW-2021-SS-00083-S01

TABLE OF CONTENTS

Article I	Summary Description of Award
Article II	Funding Hold: SHSP National Priorities
Article III	Operation Stonegarden Program Hold
Article IV	Operation Stonegarden Program Performance Goal
Article V	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article VI	Universal Identifier and System of Award Management
Article VII	Americans with Disabilities Act of 1990
Article VIII	SAFECOM
Article IX	Rehabilitation Act of 1973
Article X	National Environmental Policy Act
Article XI	Acknowledgement of Federal Funding from DHS
Article XII	USA PATRIOT Act of 2001
Article XIII	Age Discrimination Act of 1975
Article XIV	Civil Rights Act of 1964 - Title VI

Article XV	Applicability of DHS Standard Terms and Conditions to Tribes
Article XVI	Notice of Funding Opportunity Requirements
Article XVII	Trafficking Victims Protection Act of 2000 (TVPA)
Article XVIII	Acceptance of Post Award Changes
Article XIX	Non-Supplanting Requirement
Article XX	Drug-Free Workplace Regulations
Article XXI	Federal Leadership on Reducing Text Messaging while Driving
Article XXII	Environmental Planning and Historic Preservation (EHP) Review
Article XXIII	DHS Specific Acknowledgements and Assurances
Article XXIV	Best Practices for Collection and Use of Personally Identifiable Information
Article XXV	Civil Rights Act of 1968
Article XXVI	Debarment and Suspension
Article XXVII	Activities Conducted Abroad
Article XXVIII	Energy Policy and Conservation Act
Article XXIX	Procurement of Recovered Materials
Article XXX	Homeland Security Grant Program Performance Goal
Article XXXI	Terrorist Financing
Article XXXII	Prior Approval for Modification of Approved Budget
Article XXXIII	Hotel and Motel Fire Safety Act of 1990
Article XXXIV	Duplication of Benefits
Article XXXV	Fly America Act of 1974
Article XXXVI	Reporting of Matters Related to Recipient Integrity and Performance

Article XXXVII	Lobbying Prohibitions
Article XXXVIII	False Claims Act and Program Fraud Civil Remedies
Article XXXIX	Federal Debt Status
Article XL	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XLI	Disposition of Equipment Acquired Under the Federal Award
Article XLII	Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Article XLIII	Copyright
Article XLIV	Reporting Subawards and Executive Compensation
Article XLV	Use of DHS Seal, Logo and Flags
Article XLVI	Whistleblower Protection Act
Article XLVII	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
Article XLVIII	Patents and Intellectual Property Rights

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) XXXXX-XXX-XXXXXX-XXXXX-XXXX-XXXXX-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

21UASI Investment Justification

The FY 2021 Metropolitan Statistical Area (MSA) analysis scored the Seattle Urban Area's (UA) relative risk as 8.61 which ranks it as the 13th highest at risk UASI area, reflecting an increased risk from FY 2020. MSA scoring looks at threat (likelihood of an attack being attempted by an adversary), vulnerability (likelihood that an attack is successful, given that it is attempted), and consequence (effect of an event, incident, or occurrence). The Seattle UASI has consistently had a high relative risk score and must be prepared to prevent, respond to, mitigate, or recover from acts of terrorism.

The Seattle UASI's three levels of governance are involved in project development and management:

(1) UASI subcommittees: Consist of discipline-specific members representing the various jurisdictions that make up the UA. Subcommittees develop projects to build or sustain capabilities based on identified gaps and established priorities.

(2) The UAWG: Responsible for review, ranking, and oversight of the projects submitted by the subcommittees. It oversees the application process and develops all policies and procedures for the UA. The UAWG is not a decision-making body; its recommendations are presented to the third level of governance, the UASI Core Group, for final direction.

(3) The UASI Core Group: Provides over-arching principles, priorities, policy development and approval to guide the UAWG in addressing core capabilities and managing the UASI Grant Program.

The Core Group directed the UAWG to develop FY21 regional projects focusing on specific core capabilities in support of strengthening work impacting national priority areas and closing UASI-related capability gaps in key areas.

The FY21 projects were selected to build upon or sustain a range of Core Capabilities identified in the 2020 UASI SPR as well as to support the NPAs of enhancing Cybersecurity, enhancing the protection of soft targets/crowded places, enhancing information and intelligence sharing, combating domestic violent extremism, and addressing emerging threats. The FY21 investments support the Planning, Organization, Equipment, Training, and Exercise solution areas with a focus in the following Core Capabilities: Cybersecurity, Intelligence & Information Sharing, Interdiction & Disruption, Mass Search & Rescue Operations, Physical Protective Measures, Planning, Public Health, Healthcare, & Emergency Medical Services, Screening, Search, & Detection, and Supply Chain Integrity & Security.

Regional Risks - Reasons for the Work

Terrorist targets include:

- Largest passenger ferry system in the United States
- Third largest port system in the nation
- Airports (Boeing Field, Paine Field, SeaTac International Airport)
- Critical Infrastructure and Key Resources (Amazon, Boeing, Columbia Tower, Microsoft, Sound Transit (train and light rail), the Space Needle, and Starbucks)
- Sports Venues (Cheney Stadium, Climate Pledge Arena, Huskey Stadium, Lumen Field, T-Mobile Park, and Tacoma Dome)

21UASI ENDURING SECURITY NEEDS (EN) Work Plan

City of Seattle Police Department

Investment #1 - Seattle UASI Enduring Security Needs (EN)

This investment focuses on engaging the whole community to advance community planning and to build and sustain resilience.

The UAWG has identified several key regional projects that sustain capabilities within the core capabilities of Interdiction & Disruption, Mass Search & Rescue Operations, Physical Protective Measures, Planning, Public Health, Healthcare, & Emergency Medical, Screening, Search, & Detection, and Supply Chain Integrity & Security. Projects focus on effective planning, training, exercises, and equipment to build, sustain, and deliver capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

As communicated in the 2020 UASI SPR, capability gaps have been identified in:

-Interdiction & Disruption: (1) Additional planning needs to address UASI Regional equipment, training gaps and current capabilities. (2) Training [needed] to support shared tactics, techniques, and procedures. (3) Aircraft used to support Law Enforcement and rescue missions are aging and in need of technology upgrades.

-Mass Search & Rescue Operations: (1) 3,000 structural collapse rescue/search technicians are required to respond to large-scale terrorism incidents in the region. Currently only 20% of the need for Fire/HAZMAT/EMS Structural Collapse Technicians has been met. (2) Need heavy lifting/shoring and cutting/breaching rescue equipment packages. (3) Need training for Search and Rescue groups on evacuations in urban settings.

-Physical Protective Measures: Need to build ballistic protection capabilities.

-Planning: (1) Threat and hazard planning concepts and efforts need to be better coordinated. (2) Need for public outreach materials to be translated in the identified top languages. (3) Need for Public Messaging for Access and Functional Needs.

-Public Health, Healthcare, & Emergency Medical: There are very few public access bleeding control kits which limits the ability of community members to help stabilize severe bleeding before EMS arrives.

-Screening, Search, & Detection: (1) Need for chemical detectors that can sense natural gas hazards. (2) Need to support the maintenance of equipment purchased with Homeland Security Grant funds. (3) Breaching kits to enter a barricaded structure, school, residence, or buildings are needed.

-Supply Chain Integrity & Security: Need to secure and make resilient key nodes, methods of transport between nodes, and materials in transit.

Investment 1-1: Seattle Enduring Security Needs (EN)

Local UASI funding is used to supplement ongoing regional Planning, Organization, Equipment, Training, and Exercise efforts for multiple Core Capabilities to lead and coordinate the prevention, preparedness, protection, and response efforts in the Seattle Urban Area minimizing the impact of terrorism events on the people, property, environment and economy.

Interdiction & Disruption regional projects include Law Enforcement (LE) project management, LE training (counter terrorism tactics, techniques, and procedures), and helicopter upgrades (to support the transportation of LE special teams and firefighters when normal transportation is disrupted).

Mass Search and Rescue regional projects include Structural Collapse Technician Classes and the purchase of Lifting/Shoring and Cutting/Breaching Equipment. The training and associated equipment will increase the number of responders who can secure and stabilize heavy concrete, steel and timber building components after a building collapse to protect victims and provide safe access for rescuers to reach and remove victims from void spaces. Additionally, it includes an aviation aircrew training and joint agency exercise supporting a regional approach to aviation operations.

The Physical Protective Measures regional project purchases equipment to protect first responders when entering a high threat environment such as an active shooter or complex coordinated terrorist attacks.

Planning regional projects include continuity of operations planning for Access and Functional Needs populations, UASI THIRA and SPR development, and participation in project planning and oversight through UASI Subcommittees, UAWG and Core Group.

The Public Health, Healthcare, & Emergency Medical project places more public access bleeding control kits in public spaces.

Screening, Search, & Detection regional projects include the purchase of methane gas detectors, breaching tools, as well as LE equipment maintenance.

Supply Chain Integrity and Security regional project includes planning, training, and exercises to ensure increased information flow between the food supply chain partners and local public safety officials after a terrorist incident.

SUBPROJECTS (SP):

EN SP #1: *Planning - Seattle*

		SOLUTION AREA				
PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL	
\$240,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$240,000.00	

PRIMARY CORE CAPABILITIES BEING ADDRESSED

Planning
Operational Coordination

WHY IS THE WORK NEEDED?

Capability gap identified

Threat and hazard planning concepts and efforts need to be better coordinated.
There is a need for better information sharing and situational awareness.

ACTIVITIES TO BE PERFORMED

- Manage the UASI program and project development
- Participate as an active member of a UASI subcommittee
- Contribute to the Seattle UASI regional THIRA and SPR
- Provide general support to all UASI projects as needed
- Coordinate projects across the Seattle Urban Area
- Provide communication with the community alerting of threats and providing direction during a terrorist threat/attack.
- Facilitate the urban wide equipment purchase and distribution program and conduct subrecipient monitoring
- Participate in training and conferences that support the Seattle Urban Area

ASSOCIATED DELIVERABLES/OUTPUTS

- Updated UASI Regional THIRA and SPR
- Successfully managed UASI projects
- Successfully coordinated projects across the Seattle Urban Area
- Informed community during a terrorist threat/attack
- Up-to-date equipment inventory list (asset management)
- Trained team members provided support to the Seattle Urban Area

DESIRED OUTCOMES

An informed, prepared Seattle Urban Area able to respond to a terrorist threat/attack.

EN SP #2: Regional Law Enforcement Program Manager

SOLUTION AREA					
PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$144,000.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$147,000.00

PRIMARY CORE CAPABILITIES BEING ADDRESSED

Interdiction and Disruption
On-scene Security, Protection, and Law Enforcement

WHY IS THE WORK NEEDED?**Capability gap identified**

Planning needs to address Seattle Urban Area Regional Law Enforcement equipment, training gaps and current capabilities.

ACTIVITIES TO BE PERFORMED

- Strategically align and manage multi-year budgets, equipment, and training projects for multiple law enforcement agencies in King County, Pierce County, and Snohomish County.
- Lead multi-agency law enforcement teams in asset assessment and capability gap identification.
- Support equipment project development with Regional Subject Matter Experts and assist them with project design, review of equipment interoperability, and allowability.
- Coordinate and lead purchasing process for equipment and management of execution of contracts for UASI grant funded training. Support in the development of purchasing documents, such as Intent to Bid and Purchase Orders.
- Participate in detailed tracking and reporting for all UASI grant expenditures, invoice review, approval and payment, regional distribution of equipment, and monitoring activities required for federal grant funded investments.
- Develop and support regional exercise, training, and drill events.
- Facilitate a solution-based approach with the goal of building overall capabilities in equipment and training for the Seattle Urban Area Security Initiative (UASI) region.
- Align identified equipment and training capability gaps to appropriate federal, state, or local funding and resources available through complex coordination and supportive efforts.
- Advocate for Law Enforcement and First Responder communities by participating in planning efforts at the local, regional, State, and Federal level.
- Lead the Law Enforcement team for the FEMA Core Capability update for the annual Seattle UASI Stakeholder Preparedness Review.
- Support and develop processes that build efficiency in existing systems and support a productive workflow to reduce costs.

ASSOCIATED DELIVERABLES/OUTPUTS

- Coordinated regional equipment purchases
- Coordinated regional training curriculum
- Improved communication across UASI LE partners

DESIRED OUTCOMES

Regional law enforcement responders have the capability to respond to a terrorism event.

EN SP #3: Mass Search & Rescue Operations (Fire//HAZMAT/EMS Subcommittee)

SOLUTION AREA					
PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$0.00	\$0.00	\$250,000.00	\$375,000.00	\$0.00	\$625,000.00

PRIMARY CORE CAPABILITIES BEING ADDRESSED

Mass Search and Rescue Operations
Fire Management and Suppression

WHY IS THE WORK NEEDED?

Capability gap identified

- 1) 3,000 structural collapse rescue/search technicians are required to respond to large-scale terrorism incidents in the region. Currently only 20% of the need for Fire/HAZMAT/EMS Structural Collapse Technicians has been met.
- 2) Need heavy lifting/shoring and cutting/breaching rescue equipment packages.
- 3) Need training for Search and Rescue groups on evacuations in urban settings.

ACTIVITIES TO BE PERFORMED

- Conduct two 80-hour Weapons of Mass Destruction Structural Collapse Technical courses
- Train 48 Seattle Urban Area (UA) first responders as structural collapse and heavy rescue technicians in accordance with NFPA 1006 and NFPA 1670
- Identify lifting, shoring, cutting, and breaching rescue equipment needs, procure equipment, distribute in the UA, inventory the equipment (asset management)

ASSOCIATED DELIVERABLES/OUTPUTS

- Approximately 48 Fire/Hazmat/EMS responders in the Seattle Area UASI will be trained as Structural Collapse Technicians
- Structural Collapse Cutting/Breaching Equipment and Lifting/Shoring Equipment is purchased and made available for Search and Rescue missions within the Urban Area.
- Up-to-date asset management lists

DESIRED OUTCOMES

Regional Fire/Hazmat/EMS responders are sufficiently trained to rescue citizens while ensuring their own safety during a structural collapse.

EN SP #4: Methane Gas Detectors (Fire//HAZMAT/EMS Subcommittee)

SOLUTION AREA					
PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$0.00	\$0.00	\$125,000.00	\$0.00	\$0.00	\$125,000.00

PRIMARY CORE CAPABILITIES BEING ADDRESSED

Screening, Search, and Detection
Mass Search and Rescue Operations

WHY IS THE WORK NEEDED?

Capability gap identified

- There is a need for chemical detectors that can sense natural gas hazards in the Seattle Urban Area (UA).
- There is a need to support the capability to identify a broad range of unknown chemicals and explosives in the field quickly, safely, and confidently.

ACTIVITIES TO BE PERFORMED

- Identify methane gas detection equipment needs, procure equipment, and distribute to the UA
- Inventory the equipment (asset management)

ASSOCIATED DELIVERABLES/OUTPUTS

- Methane Gas Detectors available for response
- Up-to-date asset management lists

DESIRED OUTCOMES

Regional Fire/EMS/Hazmat responders are equipped and can safely and effectively respond to methane gas leaks in the Urban Area during a terrorist incident.

EN SP #5: Regional Law Enforcement Training (LE Subcommittee)

SOLUTION AREA					
PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$0.00	\$0.00	\$0.00	\$100,000.00	\$0.00	\$100,000.00

PRIMARY CORE CAPABILITIES BEING ADDRESSED

Interdiction and Disruption
On-scene Security, Protection, and Law Enforcement

WHY IS THE WORK NEEDED?**Capability gap identified**

There is a need to support Regional Law Enforcement training in situation awareness, command leadership, tactical planning, terrain analysis, equipment interoperability, target assessment, and counter terrorism response and mitigation.

ACTIVITIES TO BE PERFORMED

- Identify from the Seattle UASI Regional Law Enforcement Training Plan which training is most needed
- Coordinate and conduct at least one large training event for the Seattle Urban Area

ASSOCIATED DELIVERABLES/OUTPUTS

- Sustained knowledge and skillset interoperability and multi-agency support in the region
- Training on grant-funded equipment
- Supported response capabilities and planning efforts

DESIRED OUTCOMES

Trained and unified law enforcement community with the enhanced ability to avoid loss of life, fractured response, and confusion in the event of a terrorist attack.

EN SP #6: Regional Law Enforcement Enhanced Ballistic Protection (LE Subcommittee)

SOLUTION AREA					
PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$0.00	\$0.00	\$175,000.00	\$0.00	\$0.00	\$175,000.00

PRIMARY CORE CAPABILITIES BEING ADDRESSED

Physical Protective Measures
On-scene Security, Protection, and Law Enforcement

WHY IS THE WORK NEEDED?**Capability gap identified**

There is a need to build ballistic protection capabilities in the Seattle UASI Region. Advanced ballistic protection is necessary for active shooter response. There is a need for greater ballistic personal body armor.

ACTIVITIES TO BE PERFORMED

- Procure and distribute ballistic protection equipment
- Inventory the equipment (asset management)

ASSOCIATED DELIVERABLES/OUTPUTS

- Responders have increased ballistic protection
- Up-to-date asset management lists

DESIRED OUTCOMES

Regional law enforcement responders are equipped and can safely and effectively protect the Urban Area during a terrorist incident.

EN SP #7: Regional Screening, Search, and Detection (LE Subcommittee)

SOLUTION AREA					
PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$0.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$100,000.00

PRIMARY CORE CAPABILITIES BEING ADDRESSED

Screening, Search, and Detection
On-scene Security, Protection, and Law Enforcement

WHY IS THE WORK NEEDED?**Capability gap identified**

- There is a need to support the maintenance of equipment purchased with Homeland Security Grant funds.
- Breaching kits to enter a barricaded structure, school, residence, or buildings are needed across the Seattle Urban Area.

ACTIVITIES TO BE PERFORMED

- Identify and conduct maintenance/repair of Homeland Security Grant funded equipment
- Procure and distribute breaching kits and a variety of specialized tactical breaching tools
- Inventory the equipment (asset management)

ASSOCIATED DELIVERABLES/OUTPUTS

- Maintained regional law enforcement equipment
- Breaching kits available for response
- Up-to-date asset management lists

DESIRED OUTCOMES

Regional law enforcement responders are equipped and can safely and effectively protect the Urban Area during a terrorist incident.

The purchase of these additional barricades will increase the resources available within the UA and be able to meet more needs. However, there will still be potential challenges. Challenges to this project will be with determining scheduling, use, and movement across the region in order to support large events. The LE Subcommittee will provide deployment criteria and facilitate agreements between UA jurisdictions for scheduling and use. It is anticipated that the established rubric for deployment will include an evaluation of threat analysis, crowd size, and available alternative options. To further overcome this challenge, the UASI LE Subcommittee will coordinate to ensure that the regional needs and capabilities are maintained around this project, to include transportation, maintenance, and scheduling.

Project success can be measured through an increase in the number of soft-target events that will receive protective measures. There are currently multiple events which draw a large number of community members within a consolidated geographical area s that would utilize this capability if it were readily available within the region. Past events have taken place either with no vehicle protection, or with protection provided through less efficient and practical means, such as through pre-established rental agreements, re-allocation of heavy equipment from utility departments, and by placement of first responder vehicles with personnel. The LE Subcommittee will ensure that use is monitored, in addition to any incidents where the barricades were needed to stop a vehicle incursion.

In the 2020 UASI SPR, the Physical Protective Measures “Approaches for Addressing Capability Gaps and Sustainment Needs” identified mobile barricades could be utilized to protect soft targets, such as crowds gathered along a parade route or along roadways during a special event. Future UASI SPRs should continue to show progress towards building this capability and closing the identified equipment gap. The ability to deploy barriers protecting venues from vehicles, increasing security across the region, will build the soft target protection capability in the UA.

The UASI LE Subcommittee will facilitate grant-funded equipment purchases through the LE Program Manager and will ensure oversight of grant expenditures throughout the life cycle of the grant. To maximize cost effectiveness, multiple bids will be requested with the use of a clearly delineated project scope. By purchasing equipment as a region, often in greater quantities, costs are lower thus increasing funding effectiveness.

The project outcome is increased safety to soft targets in the UA.

SOLUTION AREA					
PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$0.00	\$0.00	\$299,250.00	\$750.00	\$0.00	\$300,000.00

PRIMARY CORE CAPABILITIES BEING ADDRESSED

Physical Protective Measures
On-scene Security, Protection, and Law Enforcement

ACTIVITIES TO BE PERFORMED

- Purchase four (4) trailers and 32 barriers
- Deploy barriers in the UA
- Inventory the equipment (asset management)

Investment #4 - Seattle UASI NPA: Information and Intelligence Sharing (I&IS)

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

The mission of the Washington State Fusion Center (WSFC) is to support the public safety and homeland security missions of state, local, tribal agencies and private sector entities. The WSFC is a unified

counterterrorism, "all crimes" fusion center, incorporating agencies with intelligence, critical infrastructure, public safety, preparedness, resiliency, response and recovery missions. As Washington State's single fusion center, they provide timely, relevant and high-quality information and intelligence services.

The WSFC has on-site collaborative efforts between the Washington State Patrol (WSP) and all Seattle Urban Area (UA) jurisdictions. Coordination and communication also occur with UA law enforcement (LE), fire departments, and emergency management. The analysts within the WSFC collaborate under a common mission to address the Intelligence and Information core capability.

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

As communicated in the 2020 UASI SPR, Intelligence and Information Sharing capability gaps that will be addressed are:

- (1) Local funding for sustainment for intelligence analysts continues to be a challenge.
- (2) Funding to support the required training of Seattle UASI intelligence analysts is lacking.
- (3) There is a need for Regional IT equipment at the WSF to support LE and UASI intelligence analysts.

The WSFC is responsive to Fusion Center Performance Measures 2020.1 through 2020.25. This project will directly sustain the WSFC's current capabilities and performance directly aligning with these performance measures.

NATIONAL PRIORITY PROJECTS (NPP):

Investment 4-2 (I&IS): Washington State Fusion Center Sustainment (Local)

The WSFC's objective to detect, deter, and prevent terrorist attacks is accomplished through open information sharing with appropriate stakeholders. This ensures the right people get the right information at the right time. The work of the WSFC and the UASI Intelligence Analysts are at the core of addressing the Intelligence and Information Sharing National Priority as they are part of the statewide intelligence gathering and dissemination system that has proven effective in providing information and warning to keep Washington's citizens safe.

The WSFC serves as the State's single designated fusion center. Current operations have allowed a strong partnership and collaboration to exist between all levels of government and private industry partners. This project directly aligns with the National Priority through the work of intelligence analysts, WSFC outreach programs and trainings, and technological advancements.

The project will fund analysts that are dedicated to information sharing and analysis in the UA:

- (1) Salaries, benefits, training, and travel for one Lead Analyst.
- (2) Salaries, benefits, training, and travel for up to 4 UASI intelligence analysts that each support a dedicated focus area.
- (3) Overtime, training, and travel costs related to Fusion Center outreach.
- (4) Costs associated with purchase and implementation of Fusion Center IT and Cybersecurity hardware and software.

We anticipate seeing an improvement in the quality and quantity of analytic production and responses to requests for information as a direct result of the funding of this project.

Nexus to terrorism: WSFC's mission includes supporting the public safety and homeland security missions of federal, state, local, tribal agencies and private sector by detecting, deterring, and preventing terrorist attacks. The WSFC UASI analysts research, analyze and provide knowledge on threats and impacts from domestic violent extremists, international terror groups, radicalized individuals, and cyber-attacks. The WSFC is an integral part of the intelligence cycle, actively identifying and analyzing local context of credible threats as well as facilitating the sharing of threat information with stakeholder agencies.

The WSFC was built to collaborate with all levels of government and all kinds organizations. This project directly supports that effort by funding intelligence analysts, outreach programs and trainings, and technological advancements. Historical activities established a framework for the Statewide Integrated Intelligence System (SIIS), and continuing UASI activities have empowered the Fusion Center to support public safety and homeland security missions. These activities are accomplished through information collection, integration, analysis, reporting, and dissemination of analytical reports and other information

across federal, state, tribal, and local government agencies, public officials, and private sector stakeholder partners. This process is a cornerstone for state, territorial, tribal and local governments to effectively prevent threats, including terrorism and other significant crimes. The success of these activities is rooted in the trusted relationships developed in the sharing of information and intelligence across all levels and sectors of government and the private sector. This trusted relationship has matured since SIIS development and encompasses active collaboration, open communication, effective/efficient liaising, and long-term mutual trust. In this manner, the WSFC overall investment strategy addresses the National Priority area.

The WSFC is collocated in the FBI Seattle Field Office and has dedicated federal partners working in a liaison capacity assigned to the Fusion Center, including DHS, FBI, and TSA. Regional liaisons include King County Sheriff's Office, Seattle Fire Department, Seattle Police Department and Washington State Patrol. One of the WSFC's biggest accomplishments is the network developed with federal, state, local, tribal and territorial partners as well as with critical infrastructure and key resource representatives. While analysts work in a collaborative manner through the WSFC, they are hosted by LE agencies around the UA. The analysts provide operational intelligence gathering and dissemination, and situational awareness and updates for stakeholders. In addition, key critical infrastructure stakeholders connect with the WSFC through the FLO training.

The WSFC has several outreach activities to further information sharing and collaboration, expanding the engagement within the UA by informing stakeholders of the current threat environment. These include Fusion Liaison Officer training (basic and intermediate), the Community Awareness Program, Special Event Threat Assessments, the Washington State Crime and Safety Conference, and support of local Regional Intelligence Groups.

The biggest challenge the WSFC faces is retaining qualified intelligence analysts. This is mitigated by ensuring that the analysts have relevant tasks and are adequately trained on the newest techniques, tactics and procedures, and ensuring the analysts understand how their efforts benefit the citizens of the state of Washington. If intelligence analysts transition out of the WSFC, efforts are made to immediately replace these analysts through a competitive process.

The WSFC reports quarterly to the WSFC Executive Board, and also prepares an Annual Report outlining system successes. Additionally, the WSFC Director provides quarterly executive level management briefings on quantitative measurements. Additional measurements include (but are not limited to) the number of intelligence products authored and disseminated; tips and leads received; e-Guardian reports; and requests for information. Ultimately the WSFC seeks an outcome of increased requests for information and increased requests for outreach to include Special Event Threat Assessments, Community Awareness Program briefings, and agency specific information bulletins. Project success is determined by an increase in requests for information and outreach.

The 2020 UASI SPR, Intelligence and Information Sharing "Approaches for Addressing Capability Gaps and Sustainment Needs" identified: (1) Sustain hiring of and fund support for lead UASI intelligence analyst and multiple subject matter intelligence analysts within the Washington State Fusion Center focusing on the 3-county, 2-city region. (2) Sustain Regional IT equipment at the Washington State Fusion Center to support Law Enforcement and UASI intelligence analysts in the Seattle UASI 3-county, 2-city region. (3) Training will need to continue to be funded to support the Washington State Fusion Center intelligence analysts.

Cost effectiveness is maximized through oversight of expenditures which include multiple levels of review. For equipment, multiple bids will be requested with the use of a clearly delineated project scope. Additionally, online training opportunities are being pursued to reduce travel costs.

The desired outcome of this project is strengthened intelligence and information sharing, collaboration, and situational awareness within the UA.

SOLUTION AREA					
PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$0.00	\$430,622.00	\$49,378.00	\$20,000.00	\$0.00	\$500,000.00

PRIMARY CORE CAPABILITIES BEING ADDRESSED

Intelligence and Information Sharing
Cybersecurity

ACTIVITIES TO BE PERFORMED

- 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 UASI 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 UASI 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 UASI regional event

Investment #5 - Seattle UASI NPA: Domestic Violent Extremism (DVE)

Per the Office of the Director of National Intelligence, "domestic violent extremists are US-based actors who conduct or threaten activities that are dangerous to human life in violation of the criminal laws of the United States or any state; appearing to be intended to intimidate or coerce a civilian population; and influence the policy of a government by intimidation or coercion, or affect the conduct of a government by mass destruction, assassination, or kidnapping." Foreign terrorist organizations still intend to attack the Homeland within and from beyond our borders. However, the primary terrorist threat inside the United States stems from lone offenders and small cells of individuals, including domestic violent extremists and foreign terrorist-inspired Homegrown Violent Extremists. They exploit social media platforms and other technologies to spread violent extremist ideologies that encourage violence and influence action within the United States.

Enhancing local threat assessment and management capabilities to reduce the prevalence of terrorism and targeted violence through increased situational awareness is a priority. Timely and actionable information is needed, and the Seattle Urban Area (UA) has identified several key projects to enhance the NPA of Domestic Violent Extremism (DVE) addressing the core capabilities of Interdiction and Disruption and Screening, Search, and Detection. Current capabilities are insufficient.

As communicated in the 2020 UASI SPR, capability gaps have been identified in:

- Interdiction and Disruption

- (1) Law Enforcement [LE] across the Seattle UASI Region needs 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.
- (2) [There is a need for situational awareness using] thermal imagery technology.

21UASI National Priority (NP) Work Plan

City of Seattle Police Department

Investment #3 - Seattle UASI NPA: Soft Targets and Crowded Places (ST)

Soft targets and crowded places are increasingly appealing to terrorists and other extremist actors because of their relative accessibility and the large number of potential targets. This challenge is complicated by the prevalent use of simple tactics and less sophisticated attack strategies. Segments of our society are inherently open to the general public, and by nature of their purpose do not incorporate strict security measures. Given the increased emphasis by terrorists and other extremist actors to leverage less sophisticated methods to inflict harm in public areas, it is vital that the public and private sectors collaborate to enhance security of locations such as transportation centers, parks, restaurants, shopping centers, special event venues, and similar facilities.

Vehicle ramming attacks involve “a perpetrator deliberately rams a motor vehicle into a building, crowd of people, or another vehicle,” per the DHS and FBI “Terrorist Use of Vehicle Ramming Attacks”. These attacks are emerging and prevalent threats. To mitigate this tactic, the Seattle Urban Area (UA) has identified one key investment to sustain and enhance the NPA of Soft Targets and Crowded Places addressing the core capability of Physical Protective Measures.

As communicated in the 2020 UASI SPR, the associated capability gap that will be addressed is: There is a need to protect soft targets, such as crowds gathered along a parade route or special event.

NATIONAL PRIORITY PROJECTS (NPP):

Investment 3-1 (ST): Regional Vehicle Barricades

This project will fund the purchase of readily deployable vehicle barricades to be used to protect soft targets in the UA as follows: three 8 Barrier Trailer Kits that each include 24 barriers, 3 trailers, and other accessories. In addition, it will fund the purchase of five Archer 1200 Barriers, 1 hauler, a tow bar, and cover training costs. Quantities may change due to actual costs.

Nexus to terrorism: Vehicle barriers are an effective tool for mitigating impacts and creating deterrence in any situation where soft targets or crowded places may be vulnerable to moving vehicles used as weapons by terrorists.

Soft targets are locations that are easily accessible to large numbers of people and have limited security and protective measures available thus making them vulnerable to attack. These types of locations include sports venues, parades, shopping venues, schools, election polling locations, transportation systems, and other largely attended special events. By mitigating impacts and creating deterrence for weaponized vehicles, these barricades will be used to secure events where crowd size and threat analysis identifies a need. Threat analysis is conducted both by individual jurisdictions as well as by the Washington State Fusion Center. This project directly influences the Soft Targets and Crowded Places National Priority by stopping extremist actors from leveraging less sophisticated methods to inflict harm in public areas.

Past work in this NPA has included significant outlay of resources and equipment to provide soft target protection, including stationing water barriers, ecological concrete barriers, heavy equipment, and stationary first responder personnel and vehicles in order to establish a protection corridor. Jurisdictions within the UA have also utilized vehicle barriers through rental agreements with the vendor. In order to rent the needed barriers, the UA has been in competition with other cities across the country who have also requested barrier rentals for protection purposes. A FY20 UASI NPA project is purchasing 32 barricades for the UA which began the work towards addressing the gap and supporting the NPA.

Project partners include regional law enforcement agencies throughout the UA as well as the Washington State Fusion Center which provides threat analyses.

Deployment coordination under this project will be through the UASI Law Enforcement (LE) Subcommittee which is comprised of LE Representatives from the three county, two city area. The barriers will be available for transport to other UA partners as needed for events requiring vehicle barriers.

- Screening, Search, & Detection

(1) Specialty team equipment and incident command equipment is reaching the end of its useful life or has been damaged in responses.

(2) There is a need for Small Unmanned Aircraft Systems (sUAS) in the Seattle [UA].

NATIONAL PRIORITY PROJECTS (NPP):

Investment 5-1 (DVE): Regional Tactical Awareness Kit (TAK)

With FY20 funding the UA began to build the capability of Android Team Awareness Kit (ATAK). ATAK has been rebranded to Tactical Awareness Kit (TAK) as the system now supports both Android and iOS technology platforms. TAK 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.

Funding is intended to be used to purchase one Go Tenna package (or comparable technology) to support non-cellular interoperability but quantities may change due to actual costs. The Go Tenna package is an enhancement to the FY20 project which will allow TAK users to create and use a self-meshing data network in the absence of cellular, satellite, or wi-fi data services. Additionally, it will support TAK user training and covering travel to TAK trainings/conferences. Finally, funding will cover Information Technology (IT) support for TAK system servers (being purchased with FY20 UASI funding) such as high-speed data cables, installation, or programming requirements for the servers as needed.

Nexus to terrorism: When dealing with radicalized domestic terrorists, there is a need for situational awareness to support logistics, interoperable communications, and resource management. To ensure the safety of personnel, special teams need to know what they are walking into and where their resources are located. The TAK system orients first responders to the situation so they can adapt and quickly conform to the dangerous and rapidly evolving presence of terrorism and targeted violence.

TAK allows users to layer data from a variety of sources, including terrain maps, weather maps, real-time drone footage, GPS locations from smartphones and legacy computer-aided dispatch systems. The information appears on one easy-to-understand map. Everyone gets the same real-time view of the situation, and users can mark up the map with new information. With this technology, first responders can support complex missions by loading mission orders in data packages and by providing fluid geospatial awareness of assets, a dynamic COP, and robust information sharing in a mobile format during a complex coordinated terrorist attack. Additional data packages for physical geography and high-risk targets like critical infrastructure, schools, religious facilities, stadiums, and event centers can be pre-loaded which allows for better situational awareness.

Situational awareness from TAK will be relayed to first responder agencies and individuals, Command, and other UA partners such as local jurisdiction emergency management Emergency Operation Centers (EOC) and Fire Departments (FD) to delay, divert, intercept, halt, apprehend, or secure domestic violent extremists by providing timely and actionable information. Past work with the TAK capability was limited to local areas. This application began as a pilot program by a King County agency and FY20 UASI funding is enabling the system to function fully. The FY21 project continues to provide new equipment, training, and IT support to build and maintain the capability on a regional scale.

UA regional project partners include City of Bellevue Police Department SWAT, City of Seattle Police Department SWAT, City of Tacoma Police Department SWAT, King County Sheriff's Office special teams (SWAT, Bomb, Detective, Anti-Crime), and North Sound Metro SWAT. Future regional partners in this project include City of Everett Police Department, Pierce County Sheriff's Department, Snohomish County Sheriff's Office, and non-law enforcement agencies such as UA regional FD and EOCs as well as federal partners. Additionally, contractors (to be selected) will partner with the project to provide. As advances in technology occur, additional capabilities will be available to expand regional participation.

Regional engagement and collaboration for TAK is through the Seattle UASI TAK Working Group and the regional LE Program Manager (PM). The TAK Working Group includes regional first responder partners, and membership requires interest and participation in the growth of situational awareness technology to support the UA. Deployment coordination under this project will be through the UA LE Subcommittee which is comprised of multiple LE representatives from the three county, two city area. Partner engagement will occur each time the TAK platform is used by tactical teams to share real-time information during response

coordination. The continued implementation of TAK across the UA will also provide the opportunity to test the functionality of the TAK program during regional LE training events.

The largest challenges will be keeping up with the rapid development of capabilities and technology integration that TAK offers so the system can be fully utilized. A training program will be developed to ensure users are able to accurately and effectively use this evolving technology. Additionally, the intent is for TAK partners in the UA to support TAK through technology integration as well as Standard Operating Procedure updates.

Project success will be measured and evaluated through the ability of UA first responders to collaborate during multi-agency responses, such as would be needed during a DVE incident. Other alternatives currently in use are less robust and do not match the TAK application capabilities.

In the 2020 UASI SPR, Interdiction and Disruption “Approaches for Addressing Capability Gaps and Sustainment Needs” identified the need for the purchase of equipment to support situational awareness systems and technology. The investment would support a common operating picture application that allows law enforcement teams to have access to pre-planning data packages, on-site geospatial awareness, interoperability communication, downlink and pole camera video integration, mapping and pin point features of critical routes, areas, and targets. Capabilities supported with this kind of technology would allow [first responders] to 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 TAK Working Group will be utilized to identify gaps in technology, guide grant funded investments, and coordinate local resources to support training opportunities. The UASI LE PM will ensure oversight of grant expenditures throughout the life cycle of the grant and assist in coordinating training. To maximize cost effectiveness, multiple bids will be requested with the use of a clearly delineated project scope.

The project outcome is increased situation awareness in the field enabling first responders to better support responses during a DVE incident and save lives. With the focus on receiving timely and actionable information in real-time across a rapidly evolving threat environment through the use of TAK, this project directly ties to the NPA of DVE.

SOLUTION AREA					
PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$0.00	\$0.00	\$75,000.00	\$0.00	\$0.00	\$75,000.00

PRIMARY CORE CAPABILITIES BEING ADDRESSED

Interdiction and Disruption
On-scene Security, Protection, and Law Enforcement

ACTIVITIES TO BE PERFORMED

- Purchase regional TAK
- Deploy regional TAK
- Inventory regional TAK (asset management)
- Conduct training for users
- Attend conferences on TAK

Investment 5-2 (DVE): Situational Awareness Tactical Electronics Package

This project will fund the purchase of two under-door pole camera systems, one wall radar system, and six Forward-Looking Infrared (Radar) (FLIR) for LE special team situational awareness use. Quantities may change due to actual costs.

Nexus to terrorism: When dealing with radicalized domestic terrorists, special teams need information quickly to identify threats and locate victims to minimize further loss of life. To ensure the safety of personnel, they need to know what they are walking into and where their resources are located. Situational awareness tactical electronics orient special teams to the situation so they can adapt and quickly conform to the dangerous and rapidly evolving presence of terrorism and targeted violence.

UA past work that aligns with and builds on the DVE NPA has included the purchase and development of the TAK system, the purchase of under-door pole cameras, night vision devices, Fusion Center work, and regional LE Training classes. These are all tools or activities that will be implemented during an developing DVE incident to gather situational awareness and save lives.

UA regional project partners include SWAT and/or Explosive Ordnance Disposal (EOD) special teams from City of Bellevue Police Department (BPD), City of Everett Police Department (EPD), City of Lakewood Police Department (LPD), City of Seattle Police Department (SPD), City of Tacoma Police Department (TPD), King County Sheriff's Office (KCSO), Pierce County Sheriff's Department (PCSD), and Snohomish County Sheriff's Office (SCSO), as well as Metro Tactical Response Team, North Sound Metro SWAT, and Valley SWAT.

Partner engagement occurs through the UASI LE Subcommittee through regular meeting attendance and collaboration. The regional assets being purchased will be located as follows: (1) under door pole camera system one with TPD and one with PCSD; (2) wall radar system with SPD; and (3) FLIRS one each with BPD, EPD, SPD, TPD, KCSO, and PCSD. In the future, these assets will be used during joint/multiagency missions as well as during joint team training.

Deployment prioritization will continue to be a potential challenge if there are multiple incidents occurring simultaneously where the equipment is needed. Coordination between partners will need to occur to ensure that the equipment is used to address higher risks first. The UASI LE Subcommittee will continue to evaluate the need for additional equipment to support this capability and will also monitor deployments across the region in order to locate the equipment based on demonstrated need, in addition to ensuring use is spread out across the region to support multi-jurisdictional incident needs.

Project success will be measured through an increase in successfully completing reconnaissance missions providing vital situational awareness as well as a decrease in injuries through the use of the situational awareness equipment.

In the 2020 UASI SPR, Screening, Search, and Detection "Approaches for Addressing Capability Gaps and Sustainment Needs" identified the purchase of specialty team equipment to support law enforcement response capabilities [and] to replace end of useful life equipment. Future UASI SPRs should show progress towards building capability and closing the identified equipment gap.

The UASI LE Subcommittee will facilitate grant-funded equipment purchases through the LE Program Manager and will ensure oversight of grant expenditures throughout the grant life cycle. To maximize cost effectiveness, multiple bids will be requested with the use of a clearly delineated project scope. By purchasing equipment as a region, often in greater quantities, costs are lower thus increasing funding effectiveness.

The project outcome is increased situation awareness in the field enabling special teams to better support response during a DVE incident and save lives. With the focus on receiving timely and actionable information in real-time across a rapidly evolving threat environment through the use of the under-door pole camera systems, wall radar system, and FLIR, this project directly ties to the NPA of DVE.

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

PRIMARY CORE CAPABILITIES BEING ADDRESSED

Screening, Search, and Detection
Interdiction and Disruption

ACTIVITIES TO BE PERFORMED

- Purchase and deploy multiple regional tactical electronic systems
- Inventory the equipment (asset management)

Investment 5-4 (DVE): Binocular Night Vision System Enhanced Clip-On Thermal Imager (ECOTI)

This project will fund the purchase of approximately 20 Binocular Night Vision System Enhanced Clip-On Thermal Imager (ECOTI) with daytime viewing lenses. Quantities may change due to actual costs. When paired with a daytime viewing lens the ECOTI becomes a handheld thermal imaging system which expands its capability into a daytime tactical tool that can enhance situational awareness, threat identification and mitigation. By identifying variations in temperature, special team personnel will gain the ability to identify and respond to human-based threats which may be undetectable by other means.

Nexus to terrorism: When dealing with radicalized domestic terrorists, special teams need information quickly to identify threats and locate victims to minimize further loss of life. To ensure the safety of personnel, they need to know what they are walking into and where their resources are located. Situational awareness tactical electronics orients special teams to the situation so they can adapt and quickly conform to the dangerous and rapidly evolving presence of terrorism and targeted violence regardless of the environment.

UA past work that aligns with and builds on the DVE NPA has included the purchase and development of the TAK system, the purchase of under door pole cameras, and night vision devices, Fusion Center work, and regional LE Training classes. These are all tools or activities that will be used during an unfolding DVE incident to gather situational awareness and save lives. This project continues to build on that past work.

Project partners include UA regional special teams: King County Sheriff's Office (KCSO), Tacoma Police Department, Pierce County Sheriff's Office, and Seattle Police Department. These partners all have night vision interoperable with ECOTI. Other regional teams will benefit from this capability as they upgrade their current systems.

Partner engagement occurs through the UASI LE Subcommittee through regular meeting attendance and collaboration. The intent is to distribute 5 ECOTI to each of the following UA partners: SPD, TPD, KCSO, and PCSD. In the future, these assets will be used during joint/multiagency missions as well as during joint team training.

Although the ECOTI equipment will expand the current night vision capability, it will not extend across the entire region as not all UA partners' systems are compatible. As these UA partners upgrade their night vision, the benefit will be fully regional. Additionally, deployment prioritization will continue to be a potential challenge if there are multiple incidents occurring simultaneously where ECOTI is needed. Coordination between partners will need to occur to ensure that the equipment is used to address higher risks first. The UASI LE Subcommittee will continue to evaluate the need for additional equipment to support this capability and will also monitor deployments across the region to locate the equipment based on demonstrated need, in addition to ensuring use is spread out across the region to support multi-jurisdictional incident needs. Lastly, training is a potential challenge as advanced tactical training is required to use the system. Training opportunities will need to be offered to all ECOTI users.

Project success will be measured through an increase in successfully completing reconnaissance missions providing vital situational awareness as well as a decrease in injuries to special teams through the use of the situational awareness equipment.

In the 2020 UASI SPR, Interdiction and Disruption "Approaches for Addressing Capability Gaps and Sustainment Needs" identified the purchase of thermal imagery technology to support situational awareness and first responder safety. Future UASI SPRs should show progress towards building capability.

The UASI LE Subcommittee will facilitate grant-funded equipment purchases through the LE Program Manager and will ensure oversight of grant expenditures throughout the grant life cycle. To maximize cost effectiveness, multiple bids will be requested with the use of a clearly delineated project scope. By purchasing equipment as a region, often in greater quantities, costs are lower thus increasing funding effectiveness.

The project outcome is increased situation awareness in the field enabling special teams to better support responses during a DVE incident and save lives. With the focus on receiving timely and actionable information in real-time across a rapidly evolving threat environment through the use of ECOTIs, this project directly ties to the NPA of DVE.

PLANNING	ORGANIZATION	SOLUTION AREA			TOTAL
		EQUIPMENT	TRAINING	EXERCISE	
\$0.00	\$0.00	\$160,000.00	\$0.00	\$0.00	\$160,000.00

PRIMARY CORE CAPABILITIES BEING ADDRESSED

Interdiction and Disruption
On-scene Security, Protection, and Law Enforcement

ACTIVITIES TO BE PERFORMED

- Purchase and deploy regional night vision ECOTI equipment
- Inventory the equipment (asset management)

Investment #6 - Seattle UASI NPA: Emerging Threats (ET)

The spread of rapidly evolving and innovative technology, equipment, techniques, and knowledge presents new and emerging dangers for homeland security in the years ahead. 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 proliferation of unmanned aircraft systems, artificial intelligence, and biotechnology increases opportunities for threat actors to acquire and use these capabilities against the United States and its interests.

This constantly changing threat environment demands a proactive approach to identify, detect, and prevent attacks. Timely and actionable information is needed, and the Seattle Urban Area (UA) has identified several key projects to sustain and enhance the NPA of Emerging Threats addressing the core capabilities of Interdiction and Disruption and Screening, Search, and Detection.

As communicated in the 2020 UASI SPR, capability gaps have been identified in:

- Interdiction and Disruption

(1) Regional Video Downlink system and receiver sites need technology upgrades and encryption capabilities to support situation awareness during multiagency responses.

- Screening, Search, & Detection

(1) Lightweight, portable, digital X-ray equipment, and situational awareness equipment are needed for Law Enforcement response to support high risk missions to combat possible terrorist threats.

(2) Law enforcement in the Seattle UA does not have consistent robotic response and support capabilities for regional Arson and Bomb Squads (ABS)/Teams and Special Weapons and Tactics (SWAT) teams. There is a need for large, medium, small, and handheld robots to replace existing robots that are failing or have been damaged in high risk missions.

Investment 6-2 (ET): Digital Radiograph (DR) Panels X-Ray System

This project will fund the purchase of two portable Digital Radiography Panel X-ray systems (DR X-ray) to screen suspicious items such as vehicles, backpacks, or containers that may contain explosives. Quantities may change due to actual costs. One will be deployed to the City of Seattle and one to the City of Bellevue. If a greater need arises the receiving agencies may be adjusted within the UA.

Nexus to terrorism: The portable DR X-ray system allows bomb technicians to safely and quickly diagnose improvised explosive devices (IED) and respond to Chemical Biological Radiological Nuclear and Explosive (CBRNE) incidents manufactured by terrorist organizations and homegrown extremists. This project will support UA Special Teams by building their capability to respond to terrorism and homegrown extremist threats.

UA past work that aligns with and builds on the Emerging Threats National Priority area has included the purchase of a bomb truck, tactical CBRNE vehicles, recon-style robots, explosive ordnance disposal (EOD) suits, non-digital X-Ray systems, Self-Contained Breathing Apparatus (SCBA), Night Vision Systems, and recon-style situational awareness equipment. In addition, it has included training focused on response plans, special team tactics, and advanced response skills to identify terrorist threats and counter attacks in the UA

Region. FY20 UASI funding is allocated to one DR X-ray for the King County Sheriff's Office. The addition of these DR X-ray systems will continue to build the National Priority by enabling more bomb technicians to safely and quickly detect and diagnose explosives.

Project partners include regional EOD Squads with members from: King County Sheriff's Office, City of Tacoma Police Department, Pierce County Sheriff's Department, City of Bellevue Police Department, Washington State Patrol, Snohomish County Sheriff's Office, City of Everett Police Department, and City of Seattle Police Department (SPD).

Partner engagement: UA EOD Squads are coordinated by the FBI Seattle Field Office and meet regularly to coordinate issues regarding procedures, training, and equipment. The UA EOD Squads also contribute and participate in the UASI Law Enforcement (LE) Subcommittee. The DR X-rays are regional assets that will be located with the City of Seattle and City of Bellevue's EOD Squad. Regional EOD Squads will coordinate with Team Commanders who in turn will deploy available DR- X-ray resources and appropriate personnel.

This project is adding two additional DR X-rays to the UA making the total count three. Deployment prioritization will continue to be a potential challenge if there are multiple incidents occurring simultaneously where the DR X-ray capability is needed. Coordination between partners will need to occur to ensure that the equipment is used to address higher risks first. The UASI LE Subcommittee will continue to evaluate the need for additional equipment to support this capability and will also monitor deployments across the region in order to locate the equipment based on demonstrated need, in addition to ensuring use is spread out across the region to support multi-jurisdictional incident needs.

Project success will be measured through an increase in successfully identifying explosive devices as well as a decrease in injuries related to explosive devices and a decrease of response time through the use of the DR X-ray system.

In the 2020 UASI SPR, the Screening, Search, and Detection "Approaches for Addressing Capability Gaps and Sustainment Needs" identified X-Ray and Digital X-ray unit/equipment which is portable and transportable (including backscatter X-ray systems), related attachments, equipment, film, image screens, computers for image storing/transmission, upgrades [to] provide the ability to take hard x-rays and digital images of items, such as vehicles, backpacks, or containers is a critical aspect to response, protection, and recovery from IED and CBRNE incidents. Future UASI SPRs should continue to show progress towards building this capability and closing the identified equipment gap.

The UASI LE Subcommittee will facilitate grant-funded equipment purchases through the LE Program Manager and will ensure oversight of grant expenditures throughout the grant life cycle. To maximize cost effectiveness, multiple bids will be requested with the use of a clearly delineated project scope.

The project outcome is increased safety through quicker identification of IED or CBRNE incidents in the UA, leading to notification of potentially affected people (for evacuation or sheltering in place) and deactivation/disposal of explosives.

SOLUTION AREA					
PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$0.00	\$0.00	\$150,000.00	\$0.00	\$0.00	\$150,000.00

PRIMARY CORE CAPABILITIES BEING ADDRESSED

Screening, Search, and Detection
Interdiction and Disruption

ACTIVITIES TO BE PERFORMED

- Purchase and deploy DR X-ray in the UA
- Inventory the equipment (asset management)

Investment 6-3 (ET): Regional Tactical Robots

This project will fund the purchase of two portable tactical robots equipped with manipulator arms and firing circuits. These robots can assist with opening doors, searching, placing charges, and providing situational awareness through audio and video feeds.

Nexus to terrorism: Terrorism events rapidly unfold and cover large distances. There is a need for fast action to search rooms, stairwells, and confined spaces before deploying personnel into a potentially hazardous and dangerous environment. Tactical robots are cross use - used to respond to active shooters, high risk missions, and IED and Chemical Biological Radiological Nuclear and Explosive (CBRNE) incidents manufactured by terrorist organizations and homegrown extremists.

The project will influence and support the Emerging Threats National Priority by sustaining the Region's EOD robot capability for response to active shooters, IEDs and CBRNE threats.

UA past work that aligns with and builds on the Emerging Threats NPA has included the purchase of a bomb truck, tactical CBRNE vehicles, recon-style robots, explosive ordnance disposal (EOD) suits, non-digital X-Ray systems, Self-Contained Breathing Apparatus (SCBA), Night Vision Systems, 3-D Printer for robot maintenance, and recon-style situational awareness equipment. In addition, it has included training focused on response plans, special team tactics, and advanced response skills to identify terrorist threats and counter attacks in the UA region.

Project partners include UA regional special operations teams: King County Sheriff's Office (KCSO), City of Tacoma Police Department (TPD), Pierce County Sheriff's Department, City of Bellevue Police Department, Washington State Patrol, Snohomish County Sheriff's Office, City of Everett Police Department, and City of Seattle Police Department (SPD).

Partner engagement: The tactical robots are regional assets, that will be located as follows: one with the SPD and one with the TPD EOD Squads. Regional special operation teams will coordinate with Team Commanders who in turn will deploy available tactical robot resources and appropriate personnel.

This project is adding two tactical robots to the UA. Deployment prioritization will continue to be a potential challenge if there are multiple incidents occurring simultaneously where the tactical robot capability is needed. Coordination between partners will need to occur to ensure that the equipment is used to address higher risks first. The UASI LE Subcommittee will continue to evaluate the need for additional equipment to support this capability and will also monitor deployments across the region in order to locate the equipment based on demonstrated need, in addition to ensuring use is spread out across the region to support multi-jurisdictional incident needs.

Project success will be measured through an increase in successfully completing reconnaissance missions providing vital situational awareness as well as a decrease in both response time and injuries to tactical teams through the use of the tactical robots.

In the 2020 UASI SPR, Screening, Search, and Detection "Approaches for Addressing Capability Gaps and Sustainment Needs" identified the purchase of portable robots and electronic systems which would be used during regional callouts to provide fast action to search rooms, stairwells, and confined spaces. Small special robots selected will include a manipulator arm on a rotating turret with a zoom camera on the claw [and will] enhance the capabilities of responding officers allowing them to quickly transport and deploy technology to improve situation awareness before deploying people into a hazardous and dangerous environment. Future UASI SPRs should show progress towards building capability.

The UASI LE Subcommittee will facilitate grant-funded equipment purchases through the LE Program Manager and will ensure oversight of grant expenditures throughout the grant life cycle. To maximize cost effectiveness, multiple bids will be requested with the use of a clearly delineated project scope.

The project outcome is increased responder safety by placing advanced technology in rapidly evolving threat environments in the UA, leading to notification of potentially affected people (for evacuation or sheltering in place) and deactivation/disposal of IEDs or the interdiction of active shooters.

SOLUTION AREA					
PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$0.00	\$0.00	\$120,000.00	\$0.00	\$0.00	\$120,000.00

PRIMARY CORE CAPABILITIES BEING ADDRESSED

Screening, Search, and Detection

On-scene Security, Protection, and Law Enforcement

ACTIVITIES TO BE PERFORMED

- Purchase and deploy portable tactical robots in the UA
- Inventory the equipment (asset management)

21UASI Budget Overview

City of Seattle Police Department

TOTAL AGREEMENT AMOUNT \$3,075,000.00

TOTAL LETPA \$1,962,000.00

64% of the agreement total

TOTAL PERSONNEL \$1,141,622.00

37% of the agreement total

ENDURING NEEDS (EN) SUBPROJECT BUDGET

TITLE	AMOUNT
SP #1: Planning - Seattle	\$240,000.00
SP #2: Regional Law Enforcement Program Manager	\$147,000.00
SP #3: Mass Search & Rescue Operations (Fire//HAZMAT/EMS Subcommittee)	\$625,000.00
SP #4: Methane Gas Detectors (Fire//HAZMAT/EMS Subcommittee)	\$125,000.00
SP #5: Regional Law Enforcement Training (LE Subcommittee)	\$100,000.00
SP #6: Regional Law Enforcement Enhanced Ballistic Protection (LE Subcommittee)	\$175,000.00
SP #7: Regional Screening, Search, and Detection (LE Subcommittee)	\$100,000.00
EN M&A	\$63,000.00
EN TOTAL	\$1,575,000.00

NATIONAL PRIORITY PROJECT BUDGET

TITLE	AMOUNT
Investment 3-1 (ST): Regional Vehicle Barricades	\$300,000.00
Investment 4-2 (I&IS): Washington State Fusion Center Sustainment (Local)	\$500,000.00
Investment 5-1 (DVE): Regional Tactical Awareness Kit (TAK)	\$75,000.00
Investment 5-2 (DVE): Situational Awareness Tactical Electronics Package	\$135,000.00
Investment 5-4 (DVE): Binocular Night Vision System Enhanced Clip-On Thermal Imager (ECOTI)	\$160,000.00
Investment 6-2 (ET): Digital Radiograph (DR) Panels X-Ray System	\$150,000.00
Investment 6-3 (ET): Regional Tactical Robots	\$120,000.00
NP M&A	\$60,000.00
NP TOTAL	\$1,500,000.00

21UASI TIMELINE

City of Seattle Police Department

DATE	TASK
September 1, 2021	Grant Agreement start date
January 1, 2022	Estimated date work scheduled
January 14, 2022	Complete Nationwide Cybersecurity Review (NCSR)
April 30, 2022	Submit Reimbursement Request and Progress Report
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
October 31, 2023	Submit Reimbursement Request and Progress Report
December 31, 2023	Grant Agreement end date
February 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 Seattle Police Department	DATE SUBMITTED
PROJECT DESCRIPTION UASI 21 Grant Agreement	CONTRACT NUMBER E22-113

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Brian Maxey	Chief Operating Officer
	Angela Socci	Exec. Director Budget & Finance

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Brian Maxey	Chief Operating Officer
	Angela Socci	Exec. Director Budget & Finance

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Valarie Anderson	Exec. Director of Administration
	AnaMaria Nunez	Fiscal Unit Manager

INSTRUCTIONS FOR SIGNATURE AUTHORIZATION FORM

This form identifies the persons who have the authority to sign contracts, amendments, and requests for reimbursement. It is required for the management of your contract with the Military Department (MD). Please complete all sections. One copy with original signatures is to be sent to MD with the signed contract, and the other should be kept with your copy of the contract.

When a request for reimbursement is received, the signature is checked to verify that it matches the signature on file. **The payment can be delayed if the request is presented without the proper signature.** It is important that the signatures in MD's files are current. Changes in staffing or responsibilities will require a new signature authorization form.

1. **Authorizing Authority.** Generally, the person(s) signing in this box heads the governing body of the organization, such as the board chair or mayor. In some cases, the chief executive officer may have been delegated this authority.
2. **Authorized to Sign Contracts/Contract Amendments.** The person(s) with this authority should sign in this space. Usually, it is the county commissioner, mayor, executive director, city clerk, etc.
3. **Authorized to Sign Requests for Reimbursement.** Often the executive director, city clerk, treasurer, or administrative assistant have this authority. It is advisable to have more than one person authorized to sign reimbursement requests. **This will help prevent delays in processing a request if one person is temporarily unavailable.**

If you have any questions regarding this form or to request new forms, please call your MD Program Manager.

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME Seattle Police Department, City of Seattle		Doing business as (DBA) SPD	
ADDRESS 610 5th Avenue Seattle, WA 98124-4986	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI) 178-048-953	Federal Employer Tax Identification #: 91-6001275
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: Valarie A. AndersonDate: 4/21/20Print Name and Title: Valarie Anderson, Exec. Director of Administration

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION (FREQUENTLY ASKED QUESTIONS)

What is "Debarment, Suspension, Ineligibility, and Voluntary Exclusion"?

These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:

- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?

You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?

Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?

The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word "proposal" mean when referred to in this certification?

Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a "lower tier participant"?

Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?

Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

Cordeiro, Melissa

From: Boatright, Rebecca
Sent: Wednesday, April 20, 2022 2:00 PM
To: Cordeiro, Melissa
Subject: RE: CONTRACT ROUTING: FY22 UASI Grant Award Documents

Yes, these are fine.

Rebecca Boatright

Executive Director | Risk Management and Legal Affairs
City of Seattle | Police Department
O: 206-233-5023 | rebecca.boatright@seattle.gov
[Facebook](#) | [Twitter](#)

Please note that all emails and attachments, including personal information, sent to and from the Seattle Police Department are subject to the Washington Public Records Act, Chapter 42.56 RCW, and may be subject to disclosure to a third-party requestor.

From: Cordeiro, Melissa <Melissa.Cordeiro@seattle.gov>
Sent: Wednesday, April 20, 2022 12:53 PM
To: Boatright, Rebecca <Rebecca.Boatright@seattle.gov>
Subject: FW: CONTRACT ROUTING: FY22 UASI Grant Award Documents

Just checkin in... were you able to review this? Did you need more information?

Thanks,
Melissa

From: Cordeiro, Melissa
Sent: Friday, April 15, 2022 12:48 PM
To: Boatright, Rebecca <Rebecca.Boatright@seattle.gov>
Subject: CONTRACT ROUTING: FY22 UASI Grant Award Documents

Hi Becca,

Council Bill 120280 was approved at the Council meeting on 4/5/22. With their approval, we are now officially accepting the attached FY22 UASI grant award.

Can you take a look at it?



Thanks,
Melissa

Melissa Cordeiro

Grants & Contracts Unit Manager
Seattle Police Department
610 Fifth Avenue | PO Box 34986
Seattle, WA 98124-4986
Desk (206) 386-0063 | Cell (206) 512-9439
melissa.cordeiro@seattle.gov