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| Department / Division | Department of Executive Services, Office of Emergency Management | | |
| Subrecipient | Renton Regional Fire Authority | | |
| Project Title | 2024 State Homeland Security Grant Program (SHSP) | | |
| Agreement Amount \$ | \$ 21,000 | | |
| Agreement Period From | September 1, 2024 | Agreement Period To | June 30, 2026 |
| Subrecipient Unique Entity Identifier (UEI) | VQ4NNU1ST5C5 | Tax ID Number (TIN) | 81-2447873 |
| Federal Funding Identification # | EMW-2024-SS-05028 | Federal Award Date | September 19, 2024 |
| Total Federal Award Amount | \$12,381,602 | Federal Funding Authority | US Dept. of Homeland Security |
| Agreement Type | Subrecipient Agreement | Subrecipient Type | Public Organization/Jurisdiction |
| Purpose & Description: | | | |
| <p>The objective of the Federal Fiscal Year (FFY) 2024 Homeland Security Grant Program (24HSGP) is to fund state, local, tribal, and territorial efforts to prevent, protect against, and respond to terrorist attacks, and prepare the nation for threats and hazards that pose the greatest risk to the security of the United States. 24HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal of a prepared and resilient nation. 24HSGP 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.</p> | | | |

**KING COUNTY SUBRECIPIENT GRANT AGREEMENT
FOR FFY 24 HOMELAND SECURITY GRANT, STATE HOMELAND SECURITY PROGRAM**

THIS AGREEMENT is entered into by KING COUNTY (the “County” or “KCOEM”), and the Renton Regional Fire Authority (the “Subrecipient”), whose address is 18002 108th Ave SE, Renton, WA 98055;

WHEREAS, the County has been advised that the funding source of this grant is the federal fiscal year (FFY) **2024 State Homeland Security Program**, Assistance Listing (formerly CFDA) # **97.067** Homeland Security Grant Program (HSGP), Washington State Military Department Agreement # **E25-179**

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

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

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

I. EXHIBITS

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

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

II. GRANT AGREEMENT PERFORMANCE PERIOD

- A. This Agreement shall commence on the 1st of September, 2024 and shall terminate on the 30th of June, 2026, unless extended or terminated earlier, pursuant to the terms and conditions of this Agreement.
- B. All work under this Agreement must end on or before the Agreement End Date, which is June 30, 2026.

III. AGREEMENT REPRESENTATIVES

- A. King County's Project Manager for this Agreement is Nathan Drain at the King County Office of Emergency Management. The Project Manager is responsible for monitoring the performance of the Subrecipient, approving actions by the Subrecipient when required by this Agreement, approving Reimbursement Requests submitted by the Subrecipient, and accepting reports submitted by the Subrecipient.
- B. The Subrecipient's representative for this Agreement is Mark Seaver, Deputy Chief, who will be the contact for all communications regarding this Agreement.
- C. Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent to King County or the Subrecipient by U.S. mail, fax, or email at the addresses provided below:

- 1. If to King County:
Nathan Drain
King County Office of Emergency Management
3511 NE 2nd St.
Renton, WA 98056
PH: 206-205-3419 / FAX: 206-205-4056
ndrain@kingcounty.gov
- 2. If to the Subrecipient:
Mark Seaver
Renton Regional Fire Authority
18002 108th Ave SE, Renton, WA 98055
Address
Ph: 425-276-9502 Fax:425-276-9592
Email mseaver@rentonrfa.org

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

IV. SCOPE OF WORK

- A. The Subrecipient shall complete the project(s) and activities identified in the Scope of Work within the Grant Agreement Performance Period identified in Section II. KCOEM reimbursement requests will be processed if they are deemed allocable, in KCOEM's sole discretion, to the project(s) activities set forth in the scope of work and allowable according to the budget categories within this Agreement. Exhibit A contains the Scope(s) of Work for this Agreement.
- B. The parties agree that Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government. The FFY 2024 HSGP's allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

V. OPERATING BUDGET

- A. This Agreement is for reimbursement and will not exceed \$ 21,000 (twenty-one thousand dollars *and zero cents*) payable to the Subrecipient for eligible costs incurred in the course of performing the work under this Agreement. The Agreement amount is the sum of the solution area(s) of one or more projects identified in the Scope of Work. The Subrecipient shall apply the funds received from the County under this Agreement in accordance with the budget, if included within an Exhibit.
- B. The Subrecipient shall request prior approval to amend this Agreement for transfers that affect the Salaries & Benefits, Overtime, Contracting Personnel, and/or Pass Through Personnel categories. In addition, prior approval is required for cumulative transfers between project budgets, as identified in the Budget (Exhibit C), that exceed 10% of the grant Agreement.
- C. The Federal FFY 2024 HSGP stipulates the following for the overall grant funding; specific caps or thresholds for this Agreement may differ:
 - 1. Up to 5 percent of HSGP funds awarded may be used for management and administrative purposes directly related to administration of the grant.
 - 2. At least 25 percent of the combined HSGP funds allocated under SHSP and UASI are dedicated towards law enforcement terrorism prevention activities (LETPA) linked to one or more capabilities within the NPG. The LETPA allocation can be from SHSP, UASI or both.
 - 3. Personnel expenses may not exceed 50 percent of the HSGP award.
 - 4. Percentages applicable to the Sub-grantee under this Grant Agreement may differ from the above overall FFY 2024 HSGP grant stipulations:
 - 5. The Grant Agreement percentage for management and administration purposes may be less than, but will not exceed, the maximum 5 percent.

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

VI. REIMBURSEMENT AND METHOD OF PAYMENT

- A. Reimbursement for eligible costs for satisfactory work performance shall be payable upon receipt of a properly completed KCOEM Reimbursement Request.
- B. KCOEM Reimbursement Requests may be submitted monthly after expenses have been incurred and shall be submitted no less than quarterly. If the Subrecipient does not timely submit a reimbursement request within the quarter the expense accrued, the Subrecipient must submit a progress report indicating the status of the project for the reporting quarter. See Section VII for Reporting Requirements pertaining to reimbursement requests.
- C. Unless specifically required with submission of the KCOEM Reimbursement Request, the Subrecipient shall maintain and have available for inspection and audit, detailed supporting documentation of all costs for which reimbursement is requested, which documents its allowability, allocability, reasonableness, and necessity for the grant funded project/program.
 1. Documentation includes, but is not limited to,
 - a. Paid invoices to vendors;
 - b. Paid expense claim forms;
 - c. Canceled warrants/checks;
 - d. Time reports, with supervisory approval;
 - e. Sign-In Sheets; and
 - f. Quotes, RFPs, or other documentation of procurement.
 2. Subject to inspection upon the County's request:
 - i. Demonstrated pharmacy inventory system for medications, § XIII.F

ii. AEL support documentation, § XIII.B, C, D, E

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

VII. REPORTING REQUIREMENTS

- A. The Subrecipient shall submit narrative progress reports with each KCOEM Reimbursement Request submission. The report must include the Subrecipient's progress in implementing the Scope of Work, including any problems encountered and possible need for adjustments to the budget. If a KCOEM Reimbursement Request is not submitted within a quarter, the Subrecipient must submit a progress report indicating the status of the project for the reporting quarter.
- B. The Subrecipient shall submit a closeout report, and a final grant funded typed resource report no later than forty-five (45) calendar days after Agreement End Date. The closeout report must describe all completed activities and include a summary of the accomplishments and any difficulties the Subrecipient had in executing the project(s).

- C. The Subrecipient shall participate in the State’s annual capabilities assessments for the State Preparedness Report.

VIII. MAINTENANCE OF RECORDS

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

IX. EVALUATIONS AND INSPECTIONS

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

X. ADMINISTRATIVE REQUIREMENTS

The Subrecipient shall comply with all applicable State and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 24HSGP 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 2024 Homeland Security Grant Program” (hereafter “the NOFO”) document, the FEMA Preparedness Grants Manual document, Version 3, published February 2024 (hereafter “the Manual”), the DHS Award Letter for Grant No. EMW-2024-SS-05028 and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the County, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. Subawards & Contracts by Subrecipients

1. If the Subrecipient also becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient, the Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 24HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.
 - a. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 24HSGP funds, including, but not limited to, those contained in 2 CFR 200.
 - b. The Subrecipient shall require its subrecipient(s) to comply with all applicable State and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 24HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the 2 CFR , the Manual, the DHS Award Letter for Grant No. EMW-2024-SS-05028, and the federal regulations commonly applicable to DHS/FEMA grants.
 - c. The Subrecipient shall be responsible for ensuring that all 24HSGP federal award funds provided to its subrecipients are used in accordance with applicable federal and State statutes and regulations, and the terms and conditions set forth in Attachment E to this Agreement.

XI. ADDITIONAL REQUIREMENTS

- A. The Subrecipient agrees that all exercises must comply with the Homeland Security Exercise Evaluation Program (HSEEP). Upon completion of the exercise, an After Action report and an Improvement Plan must be prepared and submitted to the FEMA portal within 60 days of completion of the exercise.
- B. The Subrecipient agrees that to receive any federal preparedness funding, all Environmental & Historical Protection (EHP) Program compliance requirements outlined in applicable guidance must be met. The EHP review process must be completed, and approval received by the Subrecipient, before any work is started for which reimbursement will later be requested. Expenditures for projects started before completion of the EHP review and receipt of approval by the Subrecipient may not be reimbursed. The Subrecipient is advised that any project or expenditure with the potential to impact natural or biological resources or historic properties, including but not limited to communication towers, physical security enhancements, new construction, renovation, or modification to buildings or structures, cannot be initiated until FEMA has completed the required EHP review. If potential impact is identified, EHP review is required prior to project implementation. Projects implemented prior to receiving EHP approval from FEMA risk de-obligation of funds.
- C. The Subrecipient agrees that to receive FFY 2024 HSGP federal preparedness funding, it will meet all National Incident Management System (NIMS) compliance requirements outlined in FFY 2024 HSGP Grant Guidance.

- D. Grant funds may not be used to replace or supplant existing funding. The County may require the Subrecipient to document that grant funds are not being used to replace or supplant existing funding.
- E. The Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, and request for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- F. As a subrecipient of federal financial assistance under this Agreement, the Subrecipient shall comply with all applicable State and federal statutes, regulations, executive orders, and guidelines, including but not limited to the following:
 - 1. All applicable State and federal statutes, regulations and executive orders relating to nondiscrimination, including but not limited to the following: (a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.) which prohibits discrimination on the basis of race, color or national origin; (b) the Civil Rights Act of 1968 (42 U.S.C. 3601), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex; (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§1681 et seq.), which prohibits discrimination on the basis of sex; (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794), which prohibits discrimination on the basis of disability; (e) the Age Discrimination Act of 1975, as amended (42 U.S.C §§6101 et seq.), which prohibits discrimination on the basis of age; (f) Clean Air Act of 1970, (g) Clean Water Act of 1977, (h) Coastal Wetlands Planning, (i) Protection, and Restoration Act of 1990, (j) the Fair Housing Amendments Act of 1988, as amended (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (k) the Americans with Disabilities Act, as amended (42 U.S.C. §§ 12101-12213) which prohibits discrimination on the basis of disability; and (l) Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency.
 - 2. All applicable State and federal statutes, regulations, executive orders and guidelines relating to environmental and historical preservation, including but not limited to the following: (a) the Coastal Wetlands Planning, Protection and Restoration Act of 1990, as amended (16 U.S.C. 3951 et seq.), Executive Order 11990 and 44 CFR Part 9; (b) the Clean Air Act of 1970, as amended (42 U.S.C. §7401) and the Clean Water Act of 1977, as amended (38 U.S.C. §§ 1251-1387) and Executive Order 11738; (c) floodplains management pursuant to EO 11988, as amended; (d) the Coastal Zone Management Act of 1972, as amended (P.L. 92-583, 16 U.S.C. §§1451 et seq.); (e) the National Environmental Policy Act, as amended (42 U.S.C. §4321); (f) the Safe Drinking Water Act of 1974, as amended (PL 93-524); (g) the Endangered Species Act of 1973, as amended (PL 93-205); and (h) the National Historic Preservation Act, as amended (PL 89-665, 16 U.S.C. §470 et seq.) and 36 CFR Part 800.
 - 3. The Drug-Free Workplace Act of 1988, as amended (41 U.S.C. §701 et seq., 2 CFR 3001, 44 CFR Part 17).
 - 4. Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104) and 2 CFR §175.

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

XII. PROCUREMENT AND FINANCIAL MANAGEMENT

- A. All sole source contracts expected to exceed the micro-purchase threshold per 2 CFR 200.1 must be reviewed and approved by the County prior to execution of a contract. This requirement applies to all the Subrecipient's sub-contractors, and the Subrecipient will be responsible for reviewing and approving their sub-contractor's sole source justifications.
- B. No travel or subsistence costs, including lodging and meals, reimbursed with federal funds may exceed federal maximum rates which can be found at <http://www.gsa.gov>.
- C. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:
 1. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be 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 12419, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 245), “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 County, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 14. Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.
 15. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 16. Pursuant to Executive Order 13858 "*Strengthening Buy-American Preferences for Infrastructure Projects*," 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. 200.16, prohibitions regarding certain telecommunications and video surveillance services or equipment and mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-242 (2018).
- D. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.317 through 200.327. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- E. If, during the past three years, the Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the County for forwarding to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.
- F. Subrecipient must obtain prior approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the

United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

- G. Subrecipient will comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- H. If the Subrecipient collects personally identifiable information (PII), the Subrecipient must have a publicly available policy that describes what PII is collected, how the PII is used, whether the PII is shared with third parties, and how individuals may have their PII corrected as necessary.
- I. The Subrecipient and any of its sub-recipients are required to be non-delinquent in repayment of any federal debt.

XIII. EQUIPMENT MANAGEMENT

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

4. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
5. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.
6. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the County's Key Personnel.
7. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
8. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
9. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
10. For Equipment:
 - a. Items with a current per-unit fair-market value of five thousand dollars (\$5,000) or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.
 - b. Items with a current per-unit fair-market value in excess of five thousand dollars (\$5,000) may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
11. Records for equipment shall be retained by the Subrecipient for a period of six (6) years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six- (6-) year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.

12. Allowable equipment categories for HSGP are listed on the Authorized Equipment List (AEL) located on the FEMA website at <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program and includes items that may not be categorized as equipment according to the federal, State, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.
13. If the item is not identified on the AEL as allowable under HSGP, the Subrecipient must contact the County's Key Personnel for assistance in seeking FEMA approval prior to acquisition.
14. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
15. If funding is allocated to support emergency communications activities, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at <https://www.cisa.gov/safecom/funding>, including provisions on technical standards that ensure and enhance interoperable communications.
16. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
 - a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
17. This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018). Recipients and subrecipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the Preparedness Grants Manual and applicable Notice of Funding Opportunity.
18. Per section 889(f)(2)-(3) of the FY 2019 NDAA, and 2 CFR 200.216, covered telecommunications equipment or services means:

- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
19. For OPSG Subrecipients, items budgeted as equipment in an approved Operations Order must follow all associated equipment regulations in the 2 CFR 200.313 and must be marked prominently with "Purchased with DHS funds for Operation Stonegarden Use" when practicable.
20. The Subrecipient must pass through equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

XIV. INTERNAL CONTROLS AND ACCOUNTING SYSTEM

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

XV. KING COUNTY RECYCLED PRODUCT PROCUREMENT POLICY

- A. The Subrecipient is encouraged to use recycled and other environmentally preferable products whenever practicable.
- B. The Subrecipient shall use recycled paper for all printed and photocopied documents related to the fulfillment of this Agreement, and shall, whenever practicable, use both sides of the paper.

XVI. COMPLIANCE WITH APPLICABLE LAW

- A. The Subrecipient shall comply with all applicable federal, State, tribal government, and local laws, regulations, and policies.
- B. The County is not responsible for advising the Subrecipient about, or determining the Subrecipient's compliance with, applicable laws, regulations and policies.

1. In the event of the Subrecipient's noncompliance or refusal to comply with any applicable law, regulation or policy, the County may rescind, cancel, or terminate the contract in whole or in part. The Subrecipient is responsible for any and all costs or liability arising from the Subrecipient's failure to comply with applicable law, regulation or policy.
2. In the event of a conflict between any of the language contained in any exhibit or any attachment to this Agreement, the language in the Agreement shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

XVII. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. Equal Benefits to employees with Domestic Partners.

1. Pursuant to Ordinance 14824 and as amended by Ordinance 16586, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of a competitive award of a contract valued at \$25,000 or more, non-public Contractors agree not to discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners or employees who reside with legally domiciled members of households during the performance of this Agreement. Failure to comply with this provision shall be considered a material breach of this Agreement and may subject the Subrecipient to administrative sanctions and remedies for breach.
2. When a competitively awarded contract is valued at \$25,000 or more, the Subrecipient shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14824 [which is codified at King County Code (KCC) Chapter 12.19], and related administrative rules are incorporated herein by reference. They are also available online at:
http://www.kingcounty.gov/operations/procurement/Services/Equal_Benefits.aspx.

B. Nondiscrimination in Employment or Provision of Services

1. During the performance of this Agreement, neither the Subrecipient nor any party subcontracting under the authority of this Agreement shall discriminate or tolerate harassment on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression of age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification in the employment or application for employment or in the administration or delivery of services or any other benefits under this Agreement.

C. Nondiscrimination in Subcontracting Practices

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

age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

D. Compliance with Laws and Regulations

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

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

1. The County encourages the Subrecipient to utilize small businesses, including Small Contractors and Suppliers (SCS) as defined below, and minority-owned and women-owned business enterprises certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) in County contracts. The County encourages the Subrecipient to use the following voluntary practices to promote open competitive opportunities for small businesses, including SCS firms and minority-owned and women-owned business enterprises.
2. Inquire about King County's Contracting Opportunities Program. King County has established a Contracting Opportunities Program to maximize the participation of SCS firms in the award of County contracts. The Program is open to all SCS firms certified by King County Business Development and Contract Compliance (BDCC). As determined by BDCC and identified in the solicitation documents issued by the County, the Program will apply to specific contracts. However, for those contracts not subject to the Program or for which the Subrecipient elected not to participate in the Program during the solicitation stage, the Subrecipient is still encouraged to inquire voluntarily about available firms. Program materials, including application forms and a directory of certified SCS firms, are available at the following website:
<http://www.kingcounty.gov/bdcc>.
 - a. The term SCS means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at 50 percent of the Federal Small Business Administration small business size standards using the North American Industry Classification System and Owners' Personal Net Worth less than \$750,000;
3. Contact the Washington State Office of Minority and Women's Business Enterprises to obtain a list of certified minority-owned and women-owned business enterprises by visiting their website at <http://www.omwbe.wa.gov/> or by telephone 866-208-1064; and

4. Use the services of available community organizations, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including SCS firms and minority-owned and women-owned business enterprises.

F. Equal Employment Opportunity Efforts

1. The Subrecipient shall undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, or age. The Subrecipient's equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Subrecipient agrees to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

G. Compliance with Section 504 of the Rehabilitation Act of 1973 as amended (Section 504) and the American Disabilities Act of 1990 as amended (ADA)

1. Pursuant to Title II of the ADA and Section 504 the County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs, or activities are carried out by contractors. The Subrecipient agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Agreement in the same manner as King County is obligated to under Title II of the ADA, and Section 504 and shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this section shall be a material breach of, and grounds for, the immediate termination of this Agreement.
2. The Subrecipient agrees to provide to persons with disabilities access to programs, activities, and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16; and
3. The Subrecipient shall not discriminate against persons with disabilities in providing the work under the Contract. In any subcontracts for the programs, activities and services under their contract or agreement, the Subrecipient shall include the requirement that the subcontractor provide to persons with disabilities access to programs, activities and services provided under the contract or agreement as required by the disability access laws as defined by KCC 12.16, that the subcontractor shall not discriminate against persons with disabilities in providing the work under the Contract and that the subcontractor shall provide that the County is a third party beneficiary to that required provision.

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

XVIII. PROPRIETARY RIGHTS

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

XIX. SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

- A. The Subrecipient shall comply with and include the following audit requirements in any subawards. Non-federal entities, as Subrecipients of a federal award, that expend \$750,000 or more in one fiscal year of federal funds from all sources; direct and indirect, are required to have a single or a program specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.
- B. Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GALAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GALAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200. The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The County reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.
- C. After the single audit has been completed for the Subrecipient, and if it includes any audit findings exclusive to the Subrecipient, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the County at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s): After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the County at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

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

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

XX. CERTIFICATION REGARDING DEBARMENT

- A. As federal funds are the basis for this Agreement, the Subrecipient certifies it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. If requested by the County, the Subrecipient shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

XXI. ASSIGNMENT

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

XXII. CORRECTIVE ACTION

- A. If the County determines that a breach of contract has occurred such that the Subrecipient has failed to comply with any terms or conditions of this Agreement or the Subrecipient has failed to provide in any manner the work or services agreed to herein,

and if the County deems said breach to warrant corrective action, the following sequential procedure shall apply:

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

XXIII. TERMINATION

- A. This Agreement may be terminated by the County without cause, in whole or in part, prior to the termination date specified in Section II, by providing the Subrecipient 30 days advance written notice of the termination.
- B. The County may terminate this Agreement, in whole or in part, upon seven days advance written notice in the event: (1) the Subrecipient materially breaches any duty, obligation, or service required pursuant to this Agreement; and/or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.
 - 1. If the Agreement is terminated by the County pursuant to this Section XXIII. Subsection B.(1), the Subrecipient shall be liable for damages, including any additional costs of procurement of similar services from another source.
 - 2. If the termination results from acts or omissions of the Subrecipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Subrecipient shall immediately return to the County any funds, misappropriated or unexpended, which have been paid to the Subrecipient by the County.
- C. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in this Agreement and its attached Exhibits, the County may, upon written notification to the Subrecipient, terminate this Agreement in whole or in part.
 - 1. If the Agreement is terminated as provided in this Subsection: (1) the County shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) the Subrecipient shall be released from any obligation to provide such further services pursuant to the Agreement as are affected by the termination.
 - 2. Funding or obligation under this Agreement beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Agreement. Should such appropriation not be approved, this Agreement shall terminate at the close of the current appropriation year.
- D. This Agreement may be terminated by the Subrecipient without cause, prior to the date specified, in Section II, by providing the County 90 days advance written notice of the termination. The Subrecipient shall provide the County 90 days advance written notice of its intent to Terminate this Agreement, in whole or in part.
- E. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

XXIV. FUTURE SUPPORT

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

XXV. HOLD HARMLESS AND INDEMNIFICATION

- A. In providing services under this Agreement, the Subrecipient is an independent contractor and neither it, nor its officers, agents or employees are employees of the County for any purpose. The Subrecipient shall be responsible for all federal and/or State tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under State or local law.
1. The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Subrecipient, its employees, and/or others by reason of this Agreement. The Subrecipient shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (a) the Subrecipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (b) the supplying to the Subrecipient of work, services, materials, or supplies by Subrecipient employees or other suppliers in connection with or support of the performance of this Agreement.
- B. The Subrecipient further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Subrecipient, its officers, employees, agents and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Agreement pursuant to section XXIII. Termination.
- C. The Subrecipient shall protect, defend, indemnify, and hold harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the acts or omissions of the Subrecipient, its subcontractors, assigns, agents, contractors, consultants, licensees, invitees, employees, or any person whomsoever arising out of or in connection with any acts or activities under this Agreement. This obligation shall not include such costs, claims, judgments, and/or awards of damages which may be caused by the sole negligence of the County; provided, that if the costs, claims, judgments, and/or awards of damages are caused by or result from the concurrent negligence of (1) the County, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or Subrecipient's agents or employees. The Subrecipient agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Subrecipient, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Subrecipient.
- D. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

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

XXVI. INSURANCE REQUIREMENTS

By the date of execution of this Agreement, the Subrecipient shall procure and maintain at its sole cost and expense, for the duration of this Agreement, insurance against claims for injury to persons or damage to property which may arise from, or in connection with, the performance of work hereunder by the Subrecipient, its agents, representatives, officers, employees, and/or subcontractors. Subrecipient shall include the County, its officers, officials, agents and employees as additional insured for full coverage and policy limits on its liability policies. Upon request by the County, the Subrecipient will furnish certificates of insurance and policy endorsements. If the Subrecipient is a municipal corporation, the Subrecipient may maintain a fully funded self-insurance program or participate in an insurance pool for the handling of its liabilities, including injury to persons and damage to property. Further, if the Subrecipient maintains a self-insurance program or participates in an insurance pool, the additional insured requirement shall not apply to the coverage provided by the self-insured program or insurance pool.

XXVII. SUBCONTRACTS AND PURCHASES

- A. The Subrecipient shall include Sections V. Operating Budget, VII. Reporting Requirements, VIII. Maintenance of Records, IX. Evaluations and Inspections, X. Administrative Requirements, XI. Additional Requirements, XII. Procurement and Financial Management, XIII. Equipment Management, XIV. Internal Control and Accounting System, XVI. Compliance with Applicable Law, XVIII. Proprietary Rights, XIX. Audits, XX. Certification Regarding Debarment, XXI. Assignment, XXIV. Future Support, XXV. Hold Harmless and Indemnification, XXVI. Insurance Requirements, XXVIII. Conflict of Interest, XXIX. Political Activity Prohibited, XXX. Disclosure of Lobbying Activities, XXXII. Entire Agreement/Waiver of Default, XXXIII. Severability, and XXXIV. No Third Party Beneficiaries of this Agreement in every subcontract or purchase agreement for services which relate to the subject matter of this Agreement.
- B. The Subrecipient agrees to include the following language verbatim in every subcontract, provider agreement, or purchase agreement for services which relate to the subject matter of this Agreement:
 - 1. "Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the acts or omissions of subcontractor, its subcontractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with or in support of this Agreement.

This obligation shall not include such costs, claims, judgments, and/or awards of damages which may be caused by the sole negligence of the County; provided, that if the costs, claims, judgments, and/or awards of damages are caused by or result from the concurrent negligence of (1) the County, and (2) subcontractor, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of subcontractor, or subcontractor's agents or employees. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Agreement and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

- C. The Subrecipient shall ensure that all subcontractors receiving any federal funds pursuant to this Agreement have not been disbarred or suspended from federal contract participation. This may be done by checking the System for Award Management (SAM), (<https://www.sam.gov>), maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' Debarred Vendor List (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

XXVIII. CONFLICT OF INTEREST

- A. The Subrecipient agrees to comply with applicable provisions of KCC Chapter 3.04. Failure to comply with such provisions shall be a material breach of this Agreement and may result in termination of this Agreement pursuant to Section XXIII and subject the Subrecipient to the remedies stated therein, or otherwise available to the County at law or in equity.
- B. The Subrecipient agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value, or gift; whether in the form of services, loan, thing or promise; in any form to any County official or employee. The Subrecipient acknowledges that if it is found to have violated the prohibition found in this paragraph, its current agreements with the County shall be cancelled and it shall not be able to bid on any County contract for a period of two years.
- C. The Subrecipient acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Subrecipient shall identify, at the time of offer, current or former County employees involved in the preparation of proposals or the anticipated performance of work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Agreement. After Agreement award, the Subrecipient is responsible for notifying the County's project manager of current or former County employees who may become involved in the Agreement any time during the term of the Agreement.

XXIX. POLITICAL ACTIVITY PROHIBITED

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

XXX. DISCLOSURE OF LOBBYING ACTIVITIES

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

XXXI. AGREEMENT AMENDMENTS

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

XXXII. ENTIRE AGREEMENT/WAIVER OF DEFAULT

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

XXXIII. SEVERABILITY

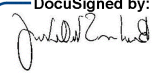
A. In the event any term or condition of this Agreement, any provision of any document incorporated by reference, or application of this Agreement to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given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

XXXIV. NO THIRD PARTY BENEFICIARIES

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

**KING COUNTY OFFICE OF
EMERGENCY MANAGEMENT**

SUBRECIPIENT

DocuSigned by:

564E9A248EFD400...
Signature
Brendan McCluskey, Director
4/7/2025
Date

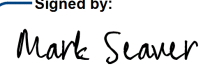
Signed by:

4A21674724314AA...
Signature
Mark Seaver, Deputy Chief
4/7/2025
Date

Exhibit A - Scope of Work

As stated in the Section II.A, the Subrecipient has been awarded a reimbursable grant not to exceed an amount of \$ 21,000 (*twenty-one thousand dollars and zero cents*). With this Agreement the Subrecipient agrees to perform the following project(s) as stated in the subsequent scope of work, project budget, and timeline.

General Requirements:

| Date | Task |
|-------------------|--|
| September 1, 2024 | Agreement Start Date |
| June 1, 2025 | Estimated Date Work Scheduled to Begin |
| July 30, 2025 | Submit Reimbursement Request and Progress Report |
| October 31, 2025 | Submit Reimbursement Request and Progress Report |
| January 31, 2026 | Submit Reimbursement Request and Progress Report |
| April 30, 2026 | Submit Reimbursement Request and Progress Report |
| June 30, 2026 | Agreement End Date |
| August 15, 2026 | Submit Final Reimbursement Request and Closeout Report |

Project #1 – First Responder Safety, Situational Awareness Software - Scope of Work

Procure Safety Suite responder subscription, or similar software, allowing a Flammable Atmospheric Sensor (FAS) detection system for real-time readings and map view functionality

Project #1 - First Responder Safety, Situational Awareness Software - Timeline

| Activity | | Estimated Completion Date |
|-----------------|---|----------------------------------|
| 1 | Milestone 1: Purchase Software | December 31, 2025 |
| 2 | Milestone 2: Install and Integrate for Interoperability of Gas Detection Meters | March 31, 2026 |
| 3 | Milestone 3: Train Crews for Operation | June 30, 2026 |
| | | |

Exhibit B – Budget

| | | | | |
|-------------------------------|---|------------------|-----------------|------------------------|
| PROJECT # | 1 | | | \$21,000 |
| PROJECT NAME | First Responder Safety, Situational Awareness Software | | | |
| PROJECT FUNDING | \$21,000 | | | |
| PROJECT CODE | DES OEM-RRFA-EN-SP3 | | | |
| CORE CAPABILITY | Mass Search and Rescue Operations | | | AGREEMENT TOTAL |
| BUDGET DETAIL | SOLUTION AREA | | | |
| BUDGET CATEGORY | PLANNING | EQUIPMENT | TRAINING | |
| Salaries & Benefits | \$0 | \$0 | \$0 | \$0 |
| Overtime | \$0 | \$0 | \$0 | \$0 |
| Contractor Fees Personnel | \$0 | \$0 | \$0 | \$0 |
| Contractor Fees Non Personnel | \$0 | \$0 | \$0 | \$0 |
| Goods & Services | \$0 | \$0 | \$0 | \$0 |
| Travel & Per Diem | \$0 | \$0 | \$0 | \$0 |
| Pass Thru Non Personnel | \$0 | \$0 | \$0 | \$0 |
| Pass Thru Personnel | \$0 | \$0 | \$0 | \$0 |
| Equipment | \$0 | \$21,000 | \$0 | \$21,000 |
| Other-Indirect | \$0 | \$0 | \$0 | \$0 |
| TOTAL PROJECT | \$0 | \$21,000 | \$0 | \$21,000 |

Exhibit C – Certificates of Insurance/ Endorsements

Enduris

EVIDENCE OF COVERAGE

INSURED/PARTICIPANT:

Renton Regional Fire Authority
 18002 108th Ave SE
 Renton, WA 98055

MEMORANDUM#: 2025-625-P-001

EFFECTIVE: September 1, 2024 through August 31, 2025

This is to certify that the Memorandum of Coverage has been issued to the Insured/Participant for the period indicated.

CERTIFICATE HOLDER:

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

The Evidence of Coverage does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

| COVERAGE: | PER OCCURRENCE LIMIT | AGGREGATE LIMIT |
|---|-----------------------------|------------------------|
| COMPREHENSIVE GENERAL LIABILITY | \$1,000,000 | \$1,000,000 |
| <i>Professional Liability</i> | \$1,000,000 | \$1,000,000 |
| <i>Personal Liability</i> | \$1,000,000 | \$1,000,000 |
| <i>Products – Complete Operation</i> | \$1,000,000 | \$1,000,000 |
| AUTO LIABILITY | N/A | N/A |
| <i>Combined Single Limit; Hired and Non-Owned; Temporary Substitute</i> | N/A | N/A |
| CRIME BLANKET COVERAGE WITH FAITHFUL PERFORMANCE OF DUTY | N/A | N/A |
| <i>Per Occurrence Aggregate</i> | N/A | N/A |
| PROPERTY/MOBILE EQUIPMENT/BOILER AND MACHINERY | | |
| <i>Property</i> | N/A | N/A |
| <i>Mobile Equipment</i> | | |
| AUTOMOBILE PHYSICAL DAMAGE | N/A | N/A |
| OTHER COVERAGE: N/A | N/A | N/A |

CANCELLATION:

Should any of the above-described coverage be canceled before the expiration date thereof. Notice will be delivered in accordance with the provisions of the MOC.

MEMO:

Evidence of Member Coverage to a contracted party
 Reference: 2024 State Homeland Security Grant Program (SHSP)
 King County Agreement No. 24SHSP-RRFA-E25-179-0

Authorized Representative
 April 3, 2025



Contracted Party Notice

Enduris Washington is a joint self-insurance program for public entities authorized by RCW 48.62.

Under RCW 48.62.061, the state risk manager shall adopt rules governing the management and operation of both individual and joint local government self-insurance programs covering property or liability risks. The rules are contained in the Washington Administrative Code (WAC) 200-100 and summarized as follows:

- Only members who sign the interlocal agreement binding them to contributions and assessments may participate in a local government risk pool (WAC 200-100-020).
- Only members may participate in the self-insured retention layer, and only members may participate in the joint purchase of insurance or reinsurance (WAC 200-100-02005).
- Nonmembers shall not participate in any coverages of the joint self-insurance program including the self-insured retention layer and the excess insurance or reinsurance layer (WAC 200-100-02007).

The state risk manager and the Washington Administrative Code prohibit Enduris of Washington from granting additional insured status to nonmembers.

However, Enduris can cover the contractual liability undertaken by its members in most cases. As long as the contract between an Enduris member and a third party qualifies as a “member contract” and the claims against the indemnitee third party are otherwise covered by the terms of the Memorandum of Coverage, the member district’s indemnity obligation should also be covered.

Enduris Washington’s memorandum of coverage (MOC) contains the definition of a “member contract” as follows:

SECTION IV – DEFINITIONS

[...]

O. Member Contract means a written contract that satisfies all of the following:

1. The agreement pertains to the Named Member's routine governmental operations, including professional services and mutual aid agreements, and by the contract terms the Named Member assumes the Tort liability of another to pay damages because of Bodily Injury or Property Damage to a third person or organization, or with respect to Professional Services to pay damages because of Public Officials Errors and Omissions to a third person or organization, and;
2. The agreement was entered into prior to the damage for which a claim is made.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

A Member Contract does not include any part of any contract or agreement that indemnifies any person or organization for any claim and/or suit that is excluded by the terms of this Memorandum, or that indemnifies an architect, engineer, or surveyor arising out of preparing, approving, or failing to approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or giving or failing to give directions or instructions, unless the architect, engineer or surveyor is an employee of the Named Member and the services are part of the Named Member's routine governmental operations. A Member Contract also does not include the indemnification of any person or organization for damages by fire, explosion, or water damages to premises rented or loaned to the Named Member.

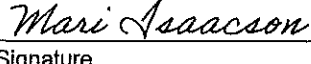
Reliability in a Risky World

1610 S. Technology Blvd., Suite 100 | Spokane WA 99224 | T: 800-462-8418 |

www.enduris.us

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

Washington Military Department HOMELAND SECURITY GRANT PROGRAM AGREEMENT FACE SHEET

| | | | | | |
|--|--|--|---|--|--|
| 1. Subrecipient Name and Address: County of King Office of Emergency Management (OEM) 3511 NE 2nd Street Renton, WA 98056-4192 | | 2. Grant Agreement Amount: \$1,363,189 | | 3. Grant Agreement Number: E25-179 | |
| 4. Subrecipient Contact, phone/email: Lexi Swanson, 425-738-8359 ALS Swanson@KingCounty.gov | | 5. Grant Agreement Start Date: September 1, 2024 | | 6. Grant Agreement End Date: July 31, 2027 | |
| 7. Department Contact, phone/email: Deborah Henderson, 253-512-7470 deborah.henderson@mil.wa.gov | | 8. Unique Entity Identifier (UEI): KRMNTKYRCJ83 | | 9. UBI # (state revenue): 578-037-394 | |
| 10. Funding Authority: Washington Military Department (the Department) and the U.S. Department of Homeland Security (DHS) | | | | | |
| 11. Federal Funding Identification #: EMW-2024-SS-05028 | | 12. Federal Award Date: 9/19/2024 | | 13. Assistance Listings # & Title: 97.067 - 24HSGP (SHSP) | |
| 14. Total Federal Award Amount: \$12,381,602.00 | | 15. Program Index # & OBJ/SUB-OBJ: 743SB, 743SC, 743SH, 743SL, 743SQ, 743SZ / NZ | | 16. EIN: 91-6001327 | |
| 17. Service Districts: BY LEGISLATIVE DISTRICTS: 3, 6 BY CONGRESSIONAL DISTRICTS: 5 | | 18. Service Area by County(ies): King | | 19. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input checked="" 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) 2024 Homeland Security Grant Program (24HSGP) is to fund state, local, tribal, and territorial efforts to prevent, protect against, and respond to terrorist attacks, and prepare the nation for threats and hazards that pose the greatest risk to the security of the United States. 24HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal of a prepared and resilient nation. 24HSGP 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 24HSGP DHS Award Letter for Grant No. EMW-2024-SS-05028 ("Grant"), which is incorporated in and attached hereto as Attachment C and has made a subaward of Federal award 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 EMW-2024-SS-05028 (Attachment C), Work Plan (Attachments D-1, D-2, Budget (Attachment E), Timeline (Attachment F); Build America, Buy America Act Self-Certification (Attachment G) and all other documents and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties. | | | | | |
| In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: | | | | | |
| 1. Applicable Federal and State Statutes and Regulations | | 4. Special Terms and Conditions | | 5. General Terms and Conditions, and, | |
| 2. DHS/FEMA Award and program documents | | 6. Other provisions of the Agreement incorporated by reference. | | | |
| 3. Work Plan, Timeline, and Budget | | | | | |
| WHEREAS, the parties have executed this Agreement on the day and year last specified below. | | | | | |
| FOR THE DEPARTMENT:  Signature _____ Date 12/23/2024 Regan Anne Hesse, Chief Financial Officer Washington Military Department | | | FOR THE SUBRECIPIENT:  Signature _____ Date 10-DEC-2024 Brendan McCluskey, Director King County OEM | | |
| BOILERPLATE APPROVED TO FORM: Dierk Meierbachtol 09/04/2024 Assistant Attorney General | | | APPROVED AS TO FORM (if applicable):  Signature _____ Date 12/05/2024 Mari Isaacson, Public Attorney, King County | | |

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 | Lexi Swanson | Name | Deborah Henderson |
| Title | Region 6 Coordinator | Title | Program Coordinator |
| Email | alswanson@kingcounty.gov | Email | Deborah.henderson@mil.wa.gov |
| Phone | 425-738-8359 | Phone | 253-512-7470 |
| Name | Nathan Drain | Name | Gail Cram |
| Title | Emergency Management Coordinator | Title | Program Manager |
| Email | ndrain@kingcounty.gov | Email | gail.cram@mil.wa.gov |
| Phone | 206-205-3419 | Phone | 253-512-7472 |
| Name | | Name | Grant Miller |
| Title | | Title | Program Assistant |
| Email | kcoemgrantreporting@kingcounty.gov | Email | grant.miller@mil.wa.gov |
| Phone | | Phone | 253-512-7061 |
| Name | Alysha Kaplan | Name | |
| Title | Deputy Director | Title | |
| Email | akaplan@kingcounty.gov | Email | |
| Phone | 206-205-4062 | Phone | |
| Name | Nick Gibbons | Name | |
| Title | Senior Manager | Title | |
| Email | nicholas.gibbons@kingcounty.gov | Email | |
| Phone | 206-263-1076 | Phone | |
| Name | Lynn Bagby | Name | |
| Title | Finance Program Specialist | Title | |
| Email | lybagby@kingcounty.gov | Email | |
| Phone | 206-375-4470 | Phone | |

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 24HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of “*The U.S. Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2024 Homeland Security Grant Program*” (hereafter “the NOFO”), the *Preparedness Grants Manual FM 207-23-0001 April 2024* (hereafter “the Manual”), the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

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

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

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

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 24HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.

- b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 24HSGP 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 24HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the NOFO, the Manual, the DHS Award Letter for the Grant in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.
 - iii. The Subrecipient shall be responsible to the Department for ensuring that all 24HSGP 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.
 - iv. The Subrecipient must follow their own policies and procedures to eliminate or reduce the impact of conflicts of interest when making subawards, adhering to any applicable federal or state statutes or regulations. Any real or potential conflicts of interest must be reported to the Department in writing upon discovery.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

- a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment E), additional documentation is required based on the applicable situation. As described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:
 - i. If the Subrecipient receives direct funding from any Federal agency(ies), documentation of the rate must be submitted to the Department Key Personnel per the following:
 - A. More than \$35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency.
 - B. Less than \$35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.
 - ii. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimis rate of ten percent (10%) or 10% of modified total direct costs or choose to negotiate a higher rate with the Department. If the latter is preferred, the Subrecipient must contact Department Key Personnel to request approval from FEMA per 2 CFR 200.102(b).
- 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. All international travel requires prior FEMA approval.
- 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 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). 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. For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. 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 the time period notated in the Timeline (Attachment F) 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). If funds are not required, the Subrecipient shall notify the Department Key Personnel.
- i. All costs for equipment and supplies must be incurred, and items received, before the Grant Agreement End Date.
- 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. Any changes to budget totals not in compliance with this paragraph will not be reimbursed without approval from the Department.
- m. For OPSG Subrecipients, any deviations from the approved, direct budget categories will require additional federal approvals and possibly 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) 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 (in the format provided by the Department) 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. To document compliance with the National Incident Management System (NIMS), the Subrecipient shall complete the annual NIMS survey conducted by Washington Emergency Management Division (EMD).

4. NIMS COMPLIANCE

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.
- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training, and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. In order to receive federal preparedness funding from the Department, the Subrecipient must ensure and maintain adoption and implementation of NIMS. See Agreement Attachment A, Article II section 3.d. for associated reporting requirements. The list of objectives used for progress and achievement reporting can be found at

<https://www.fema.gov/emergency-managers/nims/implementation-training>.

5. 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, and all Washington State procurement statutes, when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:
 - i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.
 - ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
 - iii. Inventory system records shall include:
 - A. Description of the property;
 - B. Manufacturer's serial number, model number, or other identification number
 - C. Funding source for the property, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11)
 - D. Assistance Listings Number (Face Sheet, Box 13)
 - E. Who holds the title;

- F. Acquisition date;
 - G. Cost of the property and the percentage of federal participation in the cost;
 - H. Location, use and condition of the property at the date the information was reported;
 - I. Disposition data including the date of disposal and sale price of the property.
- iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
 - v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of the equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.
 - vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
 - vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
 - viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
 - A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
 - B. For Equipment:
 - 1) Items with a current per-unit fair-market value of five thousand dollars (\$5,000) or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.
 - 2) Items with a current per-unit fair-market value in excess of five thousand dollars (\$5,000) may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
 - C. Notify Department Key Personnel to initiate the disposition process by the federal awarding agency.
 - ix. Records for equipment shall be retained by the Subrecipient for a period of six (6) years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six- (6-) year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.

- c. Allowable equipment categories for the grant program are listed on the Authorized Equipment List (AEL) located on the FEMA website at <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program; the AEL includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.

If the item is not identified on the AEL as allowable under the grant program, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval **prior** to acquisition.

- d. Equipment might require more than one waiver. The Subrecipient must contact the Department Key Personnel for assistance in identifying what waivers are needed and in seeking FEMA approval prior to acquisition.
- e. Equipment purchases (those with a current per-unit fair market value in excess of \$5,000) must be identified and explained to the Department. Use, management, and disposition of such equipment is subject to requirements outlined in 2 CFR 200.313. Before making such purchases, the Subrecipient should analyze the cost benefits of purchasing versus leasing equipment, especially high-cost items and those subject to rapid technical advances.
- f. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory state and DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- g. If funding is allocated to support emergency communications activities, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at <https://www.cisa.gov/safecom/funding>, including provisions on technical standards that ensure and enhance interoperable communications.
- h. 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) and 2 CFR 200.216, 200.327, 200.471, and Appendix II to 2CFR200. 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 the NOFO.

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

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications

Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities)

- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- i. For OPSG Subrecipients, items budgeted as equipment in an approved Operations Order should be marked prominently with “Purchased with DHS funds for Operation Stonegarden Use” when practicable.
- j. 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 natural or built environment, **including, but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures and facilities; installation of sonar system; or new construction, including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to project initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed also require a DHS/FEMA EHP review before project initiation.
- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- d. The Subrecipient agrees that, to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval must be received by the Subrecipient before any work is started** for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient will not be reimbursed.

6. PROCUREMENT

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).

- a. For all contracts expected to exceed the simplified acquisition threshold, per 2CFR200.1, the Subrecipient must notify the Department. The Department may request pre-procurement documents, such as request 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 requesting and reviewing pre-procurement documents.
- b. For all sole source contracts expected to exceed the micro-purchase threshold per 2 CFR 200.1, the Subrecipient must submit justification to the Department for review and approval. 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 to any non-federal entity to which Subrecipient makes any award.

- c. The Subrecipient as well as its contractors and subcontractors must comply with the Build America, Buy America Act (BABAA), which was enacted as a part of the Infrastructure Investment and Jobs Act §§ 70901-70297, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. BABAA requires any infrastructure project receiving federal funding must ensure:
- i. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from initial melting stage through the application of coatings, occurred in the United States.
 - ii. All manufactured products must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55% of the total cost of all minimum amount of domestic content of manufactured product, unless subject to another standard.
 - iii. All construction materials are manufactured in the United States. This means that all manufacturing processes for construction material occurred in the United States.

Additionally, applicable infrastructure projects are subject to domestic preference requirements. A domestic preference does not apply to non-infrastructure spending under an award that also includes a covered project. A domestic preference applies to an entire infrastructure project, even if it is funded by both federal and non-federal funds under one or more awards.

- i. Domestic preferences under BABAA only apply to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a domestic preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of or permanently affixed to the structure.
- ii. Infrastructure, for the purposes of BABAA, includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways and bridges; public transportation; dams, ports, harbors and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.
- iii. The Subrecipient's contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file a required certification to the Subrecipient with each bid or offer for an infrastructure project unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors must certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the Subrecipient who will forward them to the Department who, in turn, will forward the disclosures to FEMA. The Build America, Buy America Act Self-Certification form is included herein as Attachment G.

If the Subrecipient is interested in applying for a waiver, the Subrecipient should contact the Department Key Personnel to determine the requirements. All waiver requests must include a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States and a certification that there was a good faith effort to

solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with potential suppliers.

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 subrecipients 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. Reporting requirements are referenced in section 3.c.
- 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)

- a. 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. FEMA Policy FP-256-23-001 (www.fema.gov/sites/default/files/documents/fema_policy-language-access.pdf) further stresses this requirement applies to anyone awarded FEMA funding. 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 Orig 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>.

b. Subrecipients are encouraged to perform and document their analysis of the most appropriate language assistance services necessary to ensure a LEP individual has meaningful access to the Subrecipient's programs and activities. The analysis should consider

- i. The number or proportion of LEP individuals eligible to be served or likely encountered by the program
- ii. The frequency with which LEP individuals come in contact with the program
- iii. The nature and importance of the program, activity, or service provided by the program to people's lives
- iv. The resources available to the program and costs

B. HSGP SPECIFIC REQUIREMENTS

The objectives of the HSGP are to (1) build and sustain core capabilities, including Law Enforcement and Terrorism Prevention Activities and the National Priority Areas; (2) address capability gaps identified in the Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) process; and (3) implement a comprehensive and coordinated approach to address enduring security needs of communities that includes planning, training and awareness campaigns, equipment and capital projects, and exercises.

1. The Subrecipient must use HSGP funds only to perform tasks as described in the Work Plan (Attachments D-1, D-2), 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 by participating in OPSG.
 - d. State agencies, including law enforcement, must comply with RCW 43.17.425 and may not use agency funds (including this grant), facilities, property, equipment, or personnel, to investigate, enforce, cooperate with, or assist in the investigation or enforcement of any federal registration or surveillance programs or any other laws, rules, or policies that target Washington residents solely on the basis of race, religion, immigration, or citizenship status, or national or ethnic origin, except as provided in RCW 43.17.425 (3).
2. The Budget (Attachment E) may include the following caps and thresholds:
 - a. If funds are allotted for Management and Administration (M&A), such expenditures must be related to administration of the grant. The maximum percentage of the Grant Agreement Amount that may be used for M&A costs when allocated under this Agreement shall not exceed five percent (5%) but may be less.
 - b. At least thirty percent (35%) of the combined HSGP award allocated under SHSP and UASI must be dedicated to law enforcement terrorism prevention activities (LETPA). To meet this requirement, the Subrecipient has agreed, at a minimum, to meet the LETPA percentage indicated in the Budget. **If the Subrecipient anticipates spending less than the indicated amount, a budget amendment is required.**

- c. The maximum percentage of the Grant Agreement Amount that may be used for personnel expenses under this Agreement is identified in the Budget. If the Subrecipient anticipates spending more on personnel costs, **an amendment is required**. Additional approval steps may also be required before the personnel percentage can be increased.
3. If funding is allocated to a Fusion Center investment, the Subrecipient must ensure all Fusion Center analytical personnel demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal intelligence analysts, which outlines the minimum categories of training needed for intelligence analysts. All training to ensure baseline proficiency in intelligence analysis and production must be completed within six (6) months of hiring unless the analyst has previously served as an intelligence analyst for a minimum of two (2) years. Proof of satisfaction of this requirement must be accessible to the Department Key Personnel as applicable.
4. If funding is allocated to non-DHS FEMA training, the Subrecipient must request **prior** written approval from the Department Key Personnel before attending the training. The Department will coordinate approval with the State Training Point of Contact. Pursuant to DHS/FEMA Grant Programs Directorate Information Bulletin No. 432, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants, https://www.fema.gov/sites/default/files/2020-04/Training_Course_Review_and_Approval_IB_Final_7_19_18.pdf the training must fall within the FEMA mission scope and be in alignment with the Subrecipient's Emergency Operations Plan. This requirement only applies to training courses and does not include attendance at conferences. Furthermore, additional federal approvals are required for courses that relate to Countering Violent Extremism.
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. However, if the Subrecipient receives State and Local Cybersecurity (SLCGP) funding, they do not have to report completion under SHSP and/or UASI but only under SLCGP.
6. Except for an elevated National Terrorism Advisory System alert, **prior** written approval is required before SHSP and UASI funds may be used for operational overtime. Requests must be submitted to the Department Key Personnel in advance of the expenditure to ensure all additional approval steps can be met.
7. To gather data for the required FEMA deliverables (i.e., Stakeholder Preparedness Review [SPR], Threat Hazard Identification and Risk Assessment [THIRA]), EMD is piloting a three-year County Emergency Preparedness Assessment (CEPA) process with workshops, occurring in a third of the 39 counties each calendar year 2024-2026. **SHSP** Subrecipient must participate in a CEPA workshop located in their county and in any follow-on data calls to receive SHSP funding.
8. UASI Subrecipients shall participate in the annual UASI SPR and THIRA process.

C. DHS TERMS AND CONDITIONS

As a subrecipient of 24HSGP funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 24HSGP Award Letter and its incorporated documents for the Grant, which are incorporated in and made a part of this Agreement as Attachment C.

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

A.1 DEFINITIONS

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

- a. **“Agreement”** means this Grant Agreement.
- b. **“Department”** means the Washington Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **“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.
- d. **“Subrecipient”** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of “Subrecipient” is the same as in 2 CFR 200.1 for all other purposes.

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.

Except as provided herein, 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. If the ADA does not apply to the Subrecipient because the Subrecipient is a federal recognized Indian Tribe, then the acceptance by the Tribe of, or acquiescence to, these General Terms and Conditions does not change or alter its inapplicability to the 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.

A.5 ASSURANCES

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

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

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

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

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

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

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

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

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

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

A.9 CONFLICT OF INTEREST

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

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

A.10 CONTRACTING & PROCUREMENT

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

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

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

be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*," and any implementing regulations issued by the awarding agency.
- 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "*Debarment and Suspension*." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- 10) Procurement of recovered materials – As required by 2 CFR 200.323, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds

\$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
- 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
- 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 14) Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.
- 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
- 16) Pursuant to Executive Order 13858 “*Strengthening Buy-American Preferences for Infrastructure Projects*,” and as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
- 17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*.

- b. The Department reserves the right to review the Subrecipient’s procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.317 through 200.327. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

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

A.12 DISPUTES

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

A.13 LEGAL RELATIONS

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

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

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

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

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

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

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

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

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

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

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

A.17 NONDISCRIMINATION

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

- a. Nondiscrimination in Employment: The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin,

creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

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

A.18 NOTICES

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

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

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

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

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

A.21 POLITICAL ACTIVITY

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

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

A.23 PUBLICITY

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

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

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department

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

A.25 RECORDS

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

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

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

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

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

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

A.27 SEVERABILITY

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

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

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

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

except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term “non-federal entity” means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

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

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

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

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

OR

Contracts.Office@mil.wa.gov

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

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

A.29 SUBRECIPIENT NOT EMPLOYEE

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

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

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

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

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

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

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

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

A.33 TERMINATION OR SUSPENSION FOR CAUSE

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

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

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

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

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

A.34 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

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

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

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

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

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

A.35 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

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

A.36 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Except for as provided herein, venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington, and the Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington. Provided, that if the Subrecipient is a federally recognized Indian Tribe, the parties agree that, in the event either party to this Agreement commences any suit relating to or arising from the Agreement, the United States District Court for the Western District of the State of Washington shall have the sole and exclusive jurisdiction over such proceeding. If the court lacks federal subject matter jurisdiction, then the Tribe agrees to waive its sovereign immunity from suit for the limited purpose of permitting the State to enforce the terms of this Agreement in the Superior Court of Washington under Washington law, and venue for such suit shall be the Superior Court of Thurston County, Washington. This limited waiver of sovereign immunity is solely for the benefit of the State. This limited waiver of sovereign immunity shall not be for, nor shall it be construed as for, the benefit of any other person or entity, and the Tribe does not waive its immunity with respect to any action brought by, or on behalf of, any other entity or person.

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.

**24HSGP Award Letter
EMW-2024-SS-05028**

Award Letter

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

Effective date: 09/19/2024



Gail Cram
MILITARY DEPARTMENT, WASHINGTON STATE
BUILDING 1 MILITIA DR STATE FINANCIAL SERVICES
CAMP MURRAY, WA 98430

EMW-2024-SS-05028

Dear Gail Cram,

Congratulations on behalf of the Department of Homeland Security, your application submitted for the Fiscal Year (FY) 2024 Homeland Security Grant Program, has been approved in the amount of \$12,381,602.00 in Federal funding. This award of federal assistance is executed as a Grant.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Award Summary - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- Fiscal Year (FY) 2024 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity
- The Preparedness Grant Manual (PGM)

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

Sincerely,

A handwritten signature in blue ink that reads "P.S. Williams".

PAMELA WILLIAMS
Assistant Administrator, Grant Programs
Region 4

Award Summary

Program: Fiscal Year 2024 Homeland Security Grant Program
Recipient: MILITARY DEPARTMENT, WASHINGTON STATE
UEI-EFT: D2EJRGZ2PLG8-0001
DUNS number: 8088833830001
Award number: EMW-2024-SS-05028

Summary description of award

The Fiscal Year (FY) 2024 Homeland Security Grant Program (HSGP) is one of three grant programs that constitute the DHS/FEMA focus on enhancing the ability of state, local, tribal, and territorial governments, as well as nonprofits, to prevent, protect against, respond to, and recover from terrorist attacks. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS to help strengthen the Nation's communities against potential terrorist attacks. Among the five basic homeland security missions noted in the DHS Strategic Plan, the HSGP supports the goal to Strengthen National Preparedness and Resilience.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2024 HSGP NOFO.

// due to new system inclusion of information with no context, pages 4-58 not included – available on request //

Agreement Articles

Program: Fiscal Year 2024 Homeland Security Grant Program
Recipient: MILITARY DEPARTMENT, WASHINGTON STATE
UEI-EFT: D2EJRGZ2PLG8-0001
DUNS number: 8088833830001
Award number: EMW-2024-SS-05028

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Article 1 Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications

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

Article 2 General Acknowledgements and Assurances

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must 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 these 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>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3 Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award 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 award funds.

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| <p>Article 4</p> | <p>Activities Conducted Abroad Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.</p> |
| <p>Article 5</p> | <p>Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.</p> |
| <p>Article 6</p> | <p>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. §§ 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.</p> |
| <p>Article 7</p> | <p>Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.</p> |
| <p>Article 8</p> | <p>Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 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. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.</p> |
| <p>Article 9</p> | <p>Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) 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, 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.)</p> |

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| <p>Article 10</p> | <p>Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.</p> |
| <p>Article 11</p> | <p>Debarment and Suspension Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.</p> |
| <p>Article 12</p> | <p>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 the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).</p> |
| <p>Article 13</p> | <p>Duplicative Costs Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.</p> |
| <p>Article 14</p> | <p>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. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.</p> |
| <p>Article 15</p> | <p>E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.</p> |

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| <p>Article 16</p> | <p>Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 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.</p> |
| <p>Article 17</p> | <p>False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)</p> |
| <p>Article 18</p> | <p>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.)</p> |
| <p>Article 19</p> | <p>Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.</p> |
| <p>Article 20</p> | <p>Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)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. § 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.</p> |
| <p>Article 21</p> | <p>Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.</p> |
| <p>Article 22</p> | <p>John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.</p> |

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| <p>Article 23</p> | <p>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. § 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.</p> |
| <p>Article 24</p> | <p>Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal 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. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).</p> |
| <p>Article 25</p> | <p>National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) 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.</p> |
| <p>Article 26</p> | <p>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.</p> |
| <p>Article 27</p> | <p>Non-Supplanting Requirement Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.</p> |

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| <p>Article 28</p> | <p>Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.</p> |
| <p>Article 29</p> | <p>Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.</p> |
| <p>Article 30</p> | <p>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. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. 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.</p> |
| <p>Article 31</p> | <p>Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 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.</p> |
| <p>Article 32</p> | <p>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 the federal award, then the recipient 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 by reference.</p> |
| <p>Article 33</p> | <p>Reporting Subawards and Executive Compensation For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.</p> |

Article 34 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 35 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. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

| | | |
|-------------------|--|---|
| Article 36 | Terrorist Financing | Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws. |
| Article 37 | Trafficking Victims Protection Act of 2000 (TVPA) | Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference. |
| Article 38 | 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 reference. |
| Article 39 | USA PATRIOT Act of 2001 | Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. |
| Article 40 | Use of DHS Seal, Logo and Flags | Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials. |
| Article 41 | Whistleblower Protection Act | Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712. |

| | |
|--------------------------|---|
| <p>Article 42</p> | <p>Environmental Planning and Historic Preservation (EHP) Review DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at: https://www.fema.gov/grants/guidance-tools/environmental-historic. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.</p> |
| <p>Article 43</p> | <p>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 sub-recipients 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.</p> |
| <p>Article 44</p> | <p>Acceptance of Post Award Changes In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.</p> |
| <p>Article 45</p> | <p>Disposition of Equipment Acquired Under the Federal Award For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.</p> |

Article 46 Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 47 Indirect Cost Rate

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

Article 48 Summary Description of Award and Sub-programs

The purpose of the FY 2024 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 \$5,571,852.00, Urban Area Security Initiative (UASI) funding in the amount of \$5,609,750.00 (Seattle Area, \$5,609,750), and Operation Stonegarden (OPSG) funding in the amount of \$1,200,000.00. The following counties shall receive OPSG subawards for the following amounts: Adams, \$55,000; Clallam, \$140,000; Island, \$90,000; Lower Elwha Tribe, \$65,000; Makah Tribe, \$65,000; Okanogan, \$90,000; Pend Oreille, \$140,000; San Juan, \$90,000; Spokane, \$110,000; Stevens, \$140,000; Swinomish Tribe, \$50,000; Whatcom, \$165,000. 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 49 HSGP Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk 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 50 OPSG Program Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk 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 51 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.

Obligating document

| | | | | |
|--|--------------------------------|--|---|--|
| 1. Agreement No. EMW-2024-SS-05028 | 2. Amendment No. N/A | 3. Recipient No. 916001095 | 4. Type of Action AWARD | 5. Control No. WX05787N2024T, WX05786N2024T, WX05785N2024T |
| 6. Recipient Name and Address MILITARY DEPARTMENT, WASHINGTON STATE CAMP MURRY BUILDING 1 CAMP MURRAY, WA 98430 | | 7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646 | | 8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742 |
| 9. Name of Recipient Project Officer Gail Cram | | 9a. Phone No. 253-5127472 | 10. Name of FEMA Project Coordinator Homeland Security Grant Program Grant Program | |
| 10a. Phone No. 1-877-585-3242 | | 11. Effective Date of This Action 09/19/2024 | | 12. Method of Payment OTHER - FEMA GO |
| 13. Assistance Arrangement COST REIMBURSEMENT | | 14. Performance Period 09/01/2024 to 08/31/2027 Budget Period 09/01/2024 to 08/31/2027 | | |

| 15. Description of Action a. (Indicate funding data for awards or financial changes) | | | | | | |
|--|------------------------|---------------------------------|-------------------|-------------------------------------|---------------------------|-----------------------------------|
| Program Name Abbreviation | Assistance Listing No. | Accounting Data (ACCS Code) | Prior Total Award | Amount Awarded This Action + or (-) | Current Total Award | Cumulative Non-Federal Commitment |
| HSGP | 97.067 | 2024-FA-GG02 - P410-xxxx-4101-D | \$0.00 | \$1,200,000.00 | \$1,200,000.00 | See Totals |
| HSGP | 97.067 | 2024-FA-GH01 - P410-xxxx-4101-D | \$0.00 | \$5,609,750.00 | \$5,609,750.00 | See Totals |
| HSGP | 97.067 | 2024-FA-GG01 - P410-xxxx-4101-D | \$0.00 | \$5,571,852.00 | \$5,571,852.00 | See Totals |
| Totals | | | \$0.00 | \$12,381,602.00 | \$12,381,602.00 | \$0.00 |
| b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A | | | | | | |
| 16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements | | | | | | |
| 17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Gail Cram | | | | | DATE 10/04/2024 | |
| 18. FEMA SIGNATORY OFFICIAL (Name and Title) PAMELA WILLIAMS, Assistant Administrator, Grant Programs Region 4 | | | | | DATE 09/19/2024 | |

24SHSP ENDURING SECURITY NEEDS (EN) Work Plan

King County Office of Emergency Management (OEM)

SHSP Enduring Security Needs (EN) Local

The State is divided into nine Homeland Security (HLS) Regions which differ in geography (marine to desert), major industry (large business to agricultural), and population (dense urban settings to rural). Each region develops projects to address their specific risks and hazards which sustain previously built capabilities or to close identified gaps.

The HLS Regions have identified several key projects that sustain the core capabilities of Community Resilience, Intelligence & Information Sharing, Interdiction & Disruption, Mass Care Services, Mass Search & Rescue Operations, On-scene Security, Protection, & Law Enforcement, Operational Communication, Operational Coordination, Planning, Public Information & Warning, and Screening, Search & Protection. Projects focus on effective planning, organizing, equipping, training, and exercising to build, sustain, and deliver capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

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

Community Resilience:

- (1) There is a large segment of the population that has not taken action to prepare for emergencies.
- (2) There is a need to collaborate with and build capacity in CERT.
- (3) There is a need for staffing to meet public outreach needs.

Intelligence & Information Sharing:

- (1) Local funding for sustainment of intelligence analysts continues to be a challenge.

Interdiction & Disruption:

- (1) There is a need to replace expiring and upgrade law enforcement equipment.
- (2) There is a lack of developed policies, plans, procedures, mutual aid agreements, strategies, and other publications, including the collection and analysis of intelligence and information.
- (3) There is a need for tactical law enforcement operations training and exercises.

Mass Care Services:

- (1) Local responders lack the necessary equipment/ supplies to support mass care site locations services during disaster conditions.

Mass Search & Rescue Operations:

- (1) There is a need for equipment and supplies for rescue services (structural collapse).
- (2) There are critical job vacancies expected for Structural Collapse and Heavy Rescue Technicians.
- (3) There is a need for equipment to conduct search and rescue efforts.

On-scene Security, Protection, & Law Enforcement:

- (1) There is a need to replace expiring and upgrade law enforcement equipment.
- (2) There is a need for equipment, supplies, and systems for response personnel.

Operational Communication:

- (1) There is a need for operational communication equipment.
- (2) There is a lack of emergency backup communications.
- (3) There is a need to coordinate the acquisition and deployment of communications equipment, personnel, and resources to establish temporary communication capabilities.

Operational Coordination:

- (1) There is a lack of adequate EOC staffing.
- (2) EOCs need adequate numbers of phones, multifunction copy/scan/print/fax devices, copiers, computers.
- (3) There is a need for integrated training and exercises to facilitate unified command operations.
- (4) There is a need for making information easily accessible in an EOC.

Planning:

- (1) There is a need to evaluate and update plans.
- (2) Planning concepts and efforts need to be better coordinated.
- (3) There is a need for integrated training and exercising.
- (4) There is a need for corrective action programs to implement and track areas for improvement identified during tests, exercises, or real-world incidents.

Public Information & Warning:

- (1) There is a need for an updated unified public education strategy to include coordinated public messaging procedures, policies, and training.
- (2) There is a need for messaging to be inclusiveness of the entire public.
- (3) There is a need for establishing lines of communication.

Screening, Search & Detection:

- (1) There is a lack of first responder equipment to detect CBRNE dangers.

This regional investment funds salaries, benefits, contractors, equipment, supplies, travel, and training costs.

Homeland Security (HLS) Region 6 is comprised of King County. The HLS Region 6 investment supports projects that address the core capabilities of Community Resilience; Intelligence & Information Sharing, Interdiction & Disruption; and Planning.

Projects include:

- (1) First responder safety
- (2) Public education and community outreach
- (3) Counter-terrorism focused activities
- (4) Joint Hazard Assessment Team training and structural collapse trainings
- (5) Support for special teams
- (6) Support for planning efforts

SUBPROJECTS (SP):

SP #1 R6 Enduring Needs

SOLUTION AREA

| PLANNING | ORGANIZATION | EQUIPMENT | TRAINING | EXERCISE | TOTAL |
|--------------|--------------|-------------|----------|----------|---------------------|
| \$625,514.00 | \$0.00 | \$85,000.00 | \$0.00 | \$0.00 | \$710,514.00 |

CORE CAPABILITY BEING ADDRESSED

Planning

NEXUS TO TERRORISM

This subproject directly supports response capabilities before, during, and after terrorism incidents by strategically engaging with a variety of response partners. It seeks to gather subject matter experts (SMEs) in working groups to review and develop response plans as well as grant projects, leveraging knowledge for prioritization efforts to ensure strategic investments. It manages previous investments in alert and early warning systems, intelligence and information systems, and technology for access and control, necessary components for almost any response to a terrorism incident. This work will continue to act as a conduit to disseminate information and current efforts crucial to preparing for and mitigating potential incidents of terrorism in Homeland Security Region 6 (R6).

WHY IS THE WORK NEEDED?

CAPABILITY GAP IDENTIFIED

- Planning concepts and efforts need to be better coordinated.
- The region needs coordinated public messaging procedures, polices, and training. Planning would be made easier with a unified platform.

ACTIVITIES TO BE PERFORMED

- Assist with mass care workgroup and coordinate on regional functions through workshop facilitation
- Sustain regional equipment and technology for access control and identity verification tools for use in statewide deployment
- Participate in statewide assessment process
- Coordinate with federal, state, local, and private organizations to improve regional capabilities through building and maintaining trust via workgroups
- 24/7 monitor and respond to threats in King County and the surrounding region as the primary contact for all emergencies occurring in or affecting Region 6.
- Manage situational awareness resources (such as WebEOC), ensuring consistent intelligence and information sharing across multiple jurisdictions
- Maintain specialized alert and early warning software (KCInform/Alert King County) for regional use, train partners on utilization, and encourage signups to ensure a more informed community
- Develop and update plans, specifically continuity of operations plans, response planning, and hazard identification and risk assessments (HIRA)
- Oversee grant submission development and gather internal and regional partner input to develop prioritization for funding request for terrorism prevention activities
- Host Local Emergency Planning Committee (LEPC) workgroup to provide information and training on hazardous material response needs, capabilities, and threats
- Purchase equipment to support emergency management response efforts in R6

ASSOCIATED DELIVERABLES/OUTPUTS

- Strengthened partnerships across the county and state
- Regional counterterrorism grant projects that reflect county priorities
- Regional workgroups trained to respond to terrorism incidents
- Gaps gathered for the statewide Stakeholder Preparedness Review (SPR)
- Response plans updated to include relevant terrorism related information
- HIRA updated
- One week per quarter 24/7 Duty Officer shifts for five staff members specializing in counterterrorism who monitor information and intelligence streams.
- Early warning system maintained and trained on, with increased community signups
- LEPC workgroup trained to respond to a hazardous materials terrorism related incident
- Increased operational readiness in R6

DESIRED OUTCOMES

A prepared emergency management program and response partners ready to respond to terrorist incidents in King County.

SP #2 Joint Hazard Assessment Team (JHAT) and Structural Collapse Training and NAAKs

SOLUTION AREA

| PLANNING | ORGANIZATION | EQUIPMENT | TRAINING | EXERCISE | TOTAL |
|------------|--------------|-------------|-------------|----------|--------------------|
| \$4,000.00 | \$0.00 | \$40,000.00 | \$50,000.00 | \$0.00 | \$94,000.00 |

CORE CAPABILITY BEING ADDRESSED

Interdiction and Disruption

NEXUS TO TERRORISM

Acts of terrorism, including the use of dirty bombs, intend to cause fear, disruption, and mass destruction. Large, high-profile events such as the World Cup, provide easy and accessible soft targets for terrorists to try and take advantage of. In a scenario where a terrorist attack is successful, responders need the capabilities to respond in environments that may be contaminated, structurally unsound or otherwise hazardous to human life.

WHY IS THE WORK NEEDED?

CAPABILITY GAP IDENTIFIED

- There is a need to protect soft targets, such as crowds gathered along a parade route or special event.
- There is a lack of ability to conduct trainings, and/or the delivery of content and methods of delivery that comply with relevant training standards.

ACTIVITIES TO BE PERFORMED

Training:

- Identify and send firefighters to training opportunities
- Research and select training vendors/consultants/locations
- Execution of up to four Joint Hazard Assessment Team (JHAT) trainings
- Execution of up to two Structural Collapse Trainings (SCT)
- Procure equipment to host structural collapse training environments

Equipment:

- Identify vendors following procurement guidelines
- Purchase DuoDote/Nerve Agent Auto Injector Kits (NAAKs)
- Distribute to hazmat, decontamination, and medic units in King County

ASSOCIATED DELIVERABLES/OUTPUTS

- Up to four (8hr) classes of approximately 12 students for JHAT
- Up to two (8hr) classes of approximately 24 students for SCT
- Course materials for students such as books, handouts, and personal protective equipment (PPE)
- At least 50 but up to approximately 300 DuoDote/NAAKs to be carried on hazmat, decontamination, and medic units in King County

DESIRED OUTCOMES

Multiple response agencies trained together to be able to safely and effectively respond outside of normal response boundaries during a terrorism incident and save lives.

SP #3 First Responder Safety

| SOLUTION AREA | | | | | |
|---------------|--------------|-------------|----------|----------|--------------------|
| PLANNING | ORGANIZATION | EQUIPMENT | TRAINING | EXERCISE | TOTAL |
| \$0.00 | \$6,000.00 | \$74,886.00 | \$0.00 | \$0.00 | \$80,886.00 |

CORE CAPABILITY BEING ADDRESSED

Interdiction and Disruption

NEXUS TO TERRORISM

First responders are expected to be able to enter and render lifesaving care in a range of exceptional situations, including terrorist attacks which could include mass casualty events. This equipment will assist in inter-agency response and communication to a terrorist attack by providing communication, command and control, and rescue teams with the ability to work in tandem on scene and remotely.

WHY IS THE WORK NEEDED?

CAPABILITY GAP IDENTIFIED

- There is a need to support the administration and management of tactical awareness software that is used by law enforcement.
- There is a need for enhanced situational awareness for law enforcement and fire department personnel though emerging technology that assists with locating people or threats in hostile environments.
- 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

Equipment:

- Identify vendors following procurement guidelines

- Purchase equipment
- Distribute equipment

Equipment Storage:

- Determine appropriate storage procedures and locations for purchased equipment
- Ensure equipment storage allows for easy deployment and equipment monitoring within the region

ASSOCIATED DELIVERABLES/OUTPUTS

- Team Awareness Kit (TAK) equipment which can include items such as GoTenna or similar non-cellular technology that supports interoperable communication when cellular networks are not available
- Storage and maintenance for SHSP funded equipment
- Safety Suite responder subscription, or similar software, allowing a Flammable Atmospheric Sensor (FAS) detection system for real-time readings and map view functionality
- Deployable field useable bags that fit bleeding control paraphernalia

DESIRED OUTCOMES

Equipped first responders able to safely respond to a terrorism incident and save lives.

SP #4 Public Education and Community Outreach

| SOLUTION AREA | | | | | |
|----------------------|--------------|-----------|------------|----------|--------------------|
| PLANNING | ORGANIZATION | EQUIPMENT | TRAINING | EXERCISE | TOTAL |
| \$10,000.00 | \$47,000.00 | \$0.00 | \$5,000.00 | \$0.00 | \$62,000.00 |

CORE CAPABILITY BEING ADDRESSED

Community Resilience

NEXUS TO TERRORISM

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

WHY IS THE WORK NEEDED?

CAPABILITY GAP IDENTIFIED

- OEM does not have sufficient staff to meet public outreach need in the community.
- Most of community outreach is focused on people who have time to attend trainings. Further training opportunities and outreach should be directed to recruiting and training people who cannot afford to spend an evening in a skills training.
- There is a need for better outreach to people and communities which might be hesitant to or resistant to interaction with messaging delivered by governments organizations.

ACTIVITIES TO BE PERFORMED

- Provide in-person preparedness education and outreach.
- Work with community/faith-based agencies that serve LEP and AFN populations to learn how to provide timely counterterrorism and emergency resilience information to LEP populations.
- Manage the Community Outreach Workgroup, comprised of partners across the region (King County and beyond).
- Hire up to 2 contracted specialists (AmeriCorps) who will focus on a new specific effort to increase sign ups and education of the new Alert King County interface to provide increased Alert and Early Warning Education and a new specific effort connecting with communities needing language accessibility and translations to ensure connection with the whole community.

ASSOCIATED DELIVERABLES/OUTPUTS

- Up to four Emergency Response Skills Trainings per month aimed at preparing for and responding to incidents of terrorism
- Up to two contracted community education specialists who leverage new partnerships with community-based organizations
- Increased signups to the new Alert King County interface
- Preparedness materials and messaging translated into 8 languages

DESIRED OUTCOMES

A more prepared and resilient community with the tools and informational resources to best respond to a terrorist incident that could arise in a diverse community.

24SHSP National Priority (NP) Work Plan

King County Office of Emergency Management (OEM)

SHSP NPA: Soft Targets and Crowded Places (ST-CP)

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

Washington has identified two key investments to enhance the ST-CP NPA addressing the core capability of Screening, Search, and Detection.

The gap from the State SPR that will be addressed is [the] lack of detection equipment for use by special teams.

NATIONAL PRIORITY PROJECTS (NPP):

NPP #1 SHSP NPA ST-CP: Chemical Weapons and Explosives - Infrared Spectrometer Detectors (King County)

This project would fund the purchase of Infrared Spectrometer Detectors that will be distributed to fire department hazardous materials teams in King County.

Acts of terrorism, including the use of chemicals, biological agents, and explosives, intend to cause fear, disruption, and mass destruction. The number of easy and accessible soft targets for domestic terrorism in King County are numerous. The Spectrometer’s capability to measure chemical weapons, explosives, and rule out biological threats, provides quick and vital information to increase the safety of first responders and civilians, while facilitating exponentially quicker hazard mitigation, thereby eliminating the lengthy waits associated with fixed laboratory testing.

Previous Soft Target-Crowded Places NPA investments have built capabilities to understand and recognize biological agents and explosives for law enforcement. This project will expand the capability to quickly detect suspicious materials to fire departments which will build on the Soft Target-Crowded Places NPA in King County.

Project partners include but are not limited to Seattle Fire Department and Zone 1 Fire and Zone 3 Fire in King County. Additional partners include but are not limited to local emergency management organizations, FBI, Coast Guard, and the Washington Army National Guard.

A potential key challenge to this project is identifying the teams with the greatest need for the Spectrometer detectors. This could be mitigated by using threat and gap analysis reporting and leveraging SMEs to identify greatest needs/highest risk areas.

Project success will be measured through (1) an increase in accurately identifying suspicious materials, (2) a decrease in injuries to first responders and community members, and (3) an overall decrease of response time for first responders using the Spectrometer.

A project manager will ensure oversight of grant expenditures throughout the grant life cycle. Procurement policies and procedures will be followed to maximize cost effectiveness.

The project outcome is increased safety in soft targets in King County.

| SOLUTION AREA | | | | | | |
|----------------------|--------------|--------------|----------|----------|--|---------------------|
| PLANNING | ORGANIZATION | EQUIPMENT | TRAINING | EXERCISE | | TOTAL |
| \$0.00 | \$0.00 | \$200,000.00 | \$0.00 | \$0.00 | | \$200,000.00 |

CORE CAPABILITY BEING ADDRESSED

Screening, Search, and Detection

ACTIVITIES TO BE PERFORMED

- Identify vendors following procurement guidelines
- Purchase equipment
- Distribute to fire hazardous materials teams in King County

SHSP NPA: Election Security (ES)

In January 2017, DHS designated the infrastructure used to administer the Nation's elections as critical infrastructure. This designation recognizes that the United States' election infrastructure is of such vital importance to the American way of life that its incapacitation or destruction would have a devastating effect on the country.

Securing election infrastructure, ensuring its continued operation in the face of threats and harassment, advancing the safety of election officials, and ensuring an election free from foreign interference are national security priorities. Threats to election systems are constantly evolving, so defending these systems requires constant vigilance, innovation, and adaptation.

Elections facilities, including ballot boxes and vote count centers, and election workers have been a growing target for terrorist threats, including actions by domestic violent extremists. Specifically in relation to Washington State's vote by mail system, threats have been made against ballot box locations. Approaching the 2024 Presidential Election, it is crucial that election workers and response partners understand existing plans and responsibilities and are prepared to act during a terrorist incident. A poor response could have catastrophic impacts on the integrity of the election should we not be able to continue issuing ballots, processing ballots, or producing election race results.

Supporting the NPA of Election Security (ES) is a priority and as such Washington State has identified five projects to sustain and enhance the core capabilities of Intelligence and Information Sharing (I&IS) and Infrastructure Systems (IS). Core capability gaps from that will be addressed are:

- 1) I&IS: Physical and procedural security assessment of election operations are not up-to-date or have never been done.
- 2) IS: There is a lack of equipment and supplies to support the needs of critical infrastructure during potential threat situations.

NATIONAL PRIORITY PROJECTS (NPP):**NPP #2 SHSP NPA ES Project #1: Elections Security - Ballistic Film and PA System (King County)**

This project will fund the installation of ballistic film on the exterior windows of the King County Elections (KCE) building. Additionally, it will fund the purchase and installation of a paging/notification system which will provide critical messaging to elections staff.

The State SPR "Approaches for Addressing Capability Gaps and Sustainment Needs" identified purchasing ballistic film and an overhead paging/notification system as a way to address the identified gap.

Elections continue to be targets for domestic violent extremists as demonstrated during the 2023 election cycle when KCE received two different threatening letters laced with fentanyl. Protecting KCE and the hundreds of elections workers is critical to ensuring the integrity of the election process in the county.

Past work addressing the election security NPA included the purchase of security cameras at KCE. This project builds on the NPA by addressing other vulnerabilities identified by CISA during a security assessment.

Project partners include KCE, King County Office of Emergency Management (KCOEM), King County Sheriff's Office (KCSO), the King County Facilities Management Division (FMD), CISA, and the FBI.

The Emergency Management Coordinating Committee, which includes KCOEM, KCE, KCSO, and FMD, meets monthly to discuss any items related to interdepartmental planning and emergency management. Any issues identified that may impact this project will be addressed during a meeting.

This project could potentially face two challenges: (1) unexpected delays in receiving an EHP approval, and (2) timing of the retrofit to ensure it doesn't impact critical work during elections. Submitting the EHP documents as soon as possible will help mitigate potential delays. Closely coordinating the work timeline between the KCE and the FMD and ensuring the work doesn't impact key election dates will limit disruptions.

Project success can be measured by (1) the number of windows with ballistic film; (2) a fully functioning overhead paging/notification system; (3) the completion of updated procedures on how to alert staff in different scenarios such as mail safety evacuations, shelter in place, and active assailant; and (4) reviewing the CISA security assessment that identified these improvements as necessary and verifying that the weaknesses were resolved.

A project manager will work closely with grant management and procurement staff to validate expenditures are justifiable and purchases are made in accordance with guidelines to ensure the cost effectiveness of the expenditures over the life cycle of the project.

The project outcome is increased site security at the Elections Office improving staff safety and strengthening election integrity.

| SOLUTION AREA | | | | | |
|----------------------|--------------|--------------|----------|----------|---------------------|
| PLANNING | ORGANIZATION | EQUIPMENT | TRAINING | EXERCISE | TOTAL |
| \$0.00 | \$0.00 | \$195,000.00 | \$0.00 | \$0.00 | \$195,000.00 |

CORE CAPABILITY BEING ADDRESSED

Infrastructure Systems

ACTIVITIES TO BE PERFORMED

- Submit Environmental & Historical Preservation (EHP) form
- Identify vendors following procurement guidelines
- Purchase equipment
- Install equipment

24SHSP Budget Overview

King County Office of Emergency Management (OEM)

| | |
|-------------------------------|-----------------------|
| TOTAL AGREEMENT AMOUNT | \$1,363,189.00 |
|-------------------------------|-----------------------|

AMOUNT

TOTAL LETPA \$40,000.00

3% of the agreement total

TOTAL PERSONNEL \$521,489.00

38% of the agreement total

ENDURING NEEDS (EN) SUBPROJECT BUDGET

| TITLE | AMOUNT |
|---|---------------------|
| SP #1 R6 Enduring Needs | \$710,514.00 |
| SP #2 Joint Hazard Assessment Teams (JHAT) and Structural Collapse Training and NAAKs | \$94,000.00 |
| SP #3 First Responder Safety | \$80,886.00 |
| SP #4 Public Education and Community Outreach | \$62,000.00 |
| EN M&A | \$0.00 |
| <i>EN SUBTOTAL</i> | <i>\$947,400.00</i> |
| EN INDIRECT | \$0.00 |
| EN TOTAL | \$947,400.00 |

NATIONAL PRIORITY (NP) PROJECT BUDGET

| TITLE | AMOUNT |
|--|---------------------|
| NPP #1 SHSP NPA ST-CP: Chemical Weapons and Explosives - Infrared Spectrometer Detectors (King County) | \$200,000.00 |
| NPP #2 SHSP NPA ES Project #1: Elections Security - Ballistic Film and PA System (King County) | \$195,000.00 |
| NP M&A | \$20,789.00 |
| <i>NP SUBTOTAL</i> | <i>\$415,789.00</i> |
| NP INDIRECT | \$0.00 |
| NP TOTAL | \$415,789.00 |

24SHSP TIMELINE

King County Office of Emergency Management (OEM)

| DATE | TASK |
|--------------------|--|
| September 1, 2024 | Grant Agreement start date |
| January 1, 2025 | Estimated date work scheduled |
| July 31, 2025 | Submit Reimbursement Request and Progress Report |
| October 31, 2025 | Submit Reimbursement Request and Progress Report |
| December 31, 2025 | <i>Submit required equipment waiver requests, EHP Screening form(s), and/or other required forms</i> |
| January 31, 2026 | Submit Reimbursement Request and Progress Report |
| April 30, 2026 | Submit Reimbursement Request and Progress Report |
| July 31, 2026 | Submit Reimbursement Request and Progress Report |
| October 31, 2026 | Submit Reimbursement Request and Progress Report |
| January 31, 2027 | Submit Reimbursement Request and Progress Report |
| April 30, 2027 | Submit Reimbursement Request and Progress Report |
| July 31, 2027 | Grant Agreement end date |
| September 14, 2027 | Submit Final Reimbursement Request and Closeout Report |

HSGP Performance Period: September 1, 2024 to August 31, 2027

BUILD AMERICA, BUY AMERICA ACT SELF-CERTIFICATION

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the Insert Project Name and Location that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

“The [Contractor or Subcontractor], _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.”

Signature of [Contractor’s or Subcontractor’s] Authorized Official

Enter Name and Title

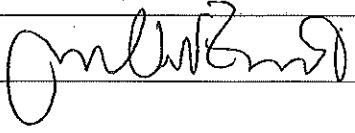
Name and Title of [Contractor’s or Subcontractor’s] Authorized Official

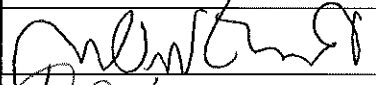

SIGNATURE AUTHORIZATION FORM (SAF)


WASHINGTON MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on page 2 before completing this form.

| | |
|---|---------------------------------------|
| NAME OF ORGANIZATION King County Office of Emergency Management | DATE SUBMITTED 12/10/2024 |
| GRANT PROGRAM - Acronyms Accepted FY 2024 - SHSP | AGREEMENT NUMBER(S) E25-179 |

| 1. AUTHORIZING AUTHORITY | | | |
|--|-------------|--------------------|---|
| PHYSICAL SIGNATURE | E-SIGNATURE | PRINT OR TYPE NAME | TITLE & TERM OF OFFICE (If applicable) |
|  | | Brendan McCluskey | Director |
| | | | |
| | | | |

| 2. AUTHORIZED TO SIGN AGREEMENTS / AMENDMENTS | | | |
|--|-------------|--------------------|---|
| PHYSICAL SIGNATURE | E-SIGNATURE | PRINT OR TYPE NAME | TITLE & TERM OF OFFICE (If applicable) |
|  | | Brendan McCluskey | Director |
|  | | Alysha Kaplan | Deputy Director |
| | | | |

| 3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT | | | |
|--|-------------|--------------------|---|
| PHYSICAL SIGNATURE | E-SIGNATURE | PRINT OR TYPE NAME | TITLE & TERM OF OFFICE (If applicable) |
|  | | Alysha Kaplan | Deputy Director |
| | | Celia Taylor | Senior Manager |
| | | | |

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

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

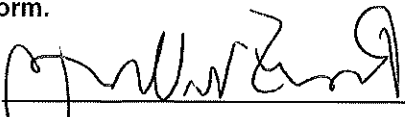
Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

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

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

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

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

Bidder or Contractor Signature: 
 Print Name and Title: Brendan McCluskey - Director

Date: 12/10/2024