



REGULAR COUNCIL AGENDA

**Fire Hall - 111 D Street
April 17, 2024 at 6:00 PM**

- 1. WORKSHOP 6:00PM-7:00PM – GENERAL FUND BUDGET PRESENTATION TARA DUNFORD AND MUNICIPAL BUILDING BONDS**
- 2. FLAG SALUTE - PLEDGE OF ALLEGIANCE**
- 3. CALL TO ORDER - ROLL CALL**
- 4. APPROVAL OF AGENDA**
- 5. PUBLIC COMMENTS**
- 6. CONSENT AGENDA**
 - A. Meeting Minutes - March 20, 2024 Council Workshop & Meeting, April 3, 2024 Special Meeting
- 7. COMMITTEE REPORTS**
- 8. CITY OFFICIAL REPORTS**
 - A. Chief Falley
- 9. MAYOR'S REPORT**
- 10. NEW BUSINESS**
 - A. Interlocal Agreement for Law Enforcement Services – Chief Dale Green
 - B. Comprehensive Storm Water Plans – Scott Boettcher
Frank Chestnut & Kim Skinner
 - C. Resolution for Multi-Jurisdiction Hazard Mitigation Plan – Chief Falley
 - D. Fire Mobilization Interagency Agreement - Chief Falley
 - E. G.H. County Emergency Management Subrecipient Agreement - Chief Falley
 - F. M&O Levy – Councilmember Skinner
 - G. 2.04.020 - Rules of Governing Meetings – Councilmember Winn
- 11. COUNCIL COMMENTS**
- 12. PUBLIC COMMENTS**

Public comments may be made in-person during the meeting. If unable to attend, please submit comments to mayor@cosmopoliswa.gov by noon on meeting day.

If you are unable to attend the meeting in person, you may join with the following Zoom Information

Webinar ID: 832 8590 1548

Passcode: 180855

Phone Number: (253) 215-8782

General Fund	2020 (Actual)	2021 (Actual)	2022 (Actual)	2023 (Actual)	2024 (Budget)
Beginning Fund Balance	205,913	811	446,157	696,415	200,000
<i>Revenues:</i>					
Taxes	1,099,749	1,543,258	1,738,609	1,222,686	1,420,000
Licenses & Permits	47,809	55,147	52,141	48,685	65,600
Intergovernmental - w/out ARPA	103,382	120,604	143,348	204,413	219,538
Intergovernmental - ARPA	-	232,198	232,198	-	-
Charges for Services	16,162	25,513	16,459	10,436	28,950
Fines & Forfeitures	27,657	17,484	25,077	37,860	29,600
Miscellaneous	11,527	7,100	143,626	98,018	36,750
Proceeds from Debt Issuance	457,458	-	-	12,500	-
Total Revenues	1,763,744	2,001,305	2,351,457	1,634,597	1,800,438
<i>Expenditures:</i>					
Legislative	17,695	15,815	25,304	21,171	23,500
Judicial	34,466	39,251	46,945	51,321	57,500
Executive	8,811	8,598	8,579	8,560	8,550
Finance	130,306	122,956	196,886	280,478	224,150
Legal	31,200	31,200	31,200	31,200	31,200
Centralized Services	30,472	31,651	54,417	73,397	67,001
Law Enforcement	818,255	845,240	890,885	903,719	634,850
Fire Control & Ambulance	151,878	155,865	331,939	393,605	393,335
Detention/Corrections	2,217	993	3,554	5,806	5,000
Building & Planning	72,167	62,200	61,087	69,194	66,570
Dispatch Services	45,974	37,656	37,922	38,571	16,202
Cemetery	21,610	57,397	74,167	51,698	33,450
Community Events & Parks	37,852	76,023	266,969	138,217	83,319
Debt Service	64,779	47,374	12,282	12,299	30,961
Miscellaneous	43,706	23,741	59,063	72,908	4,850
Capital Outlay - Fire Truck	457,458	-	-	-	-
Placeholder - Reserve for Cash Flow	-	-	-	-	120,000
Total Expenditures	1,968,846	1,555,959	2,101,199	2,152,143	1,800,438
Increase (Decrease) in Fund Balance	(205,102)	445,346	250,257	(517,546)	-
Ending Fund Balance	811	446,157	696,415	178,869	200,000
Increase (Decrease) in Fund Balance w/out ARPA	(205,102)	213,148	18,059	(517,546)	-

GENERAL FUND - 2024

	<u>Original Budget</u>	<u>Projected</u>	<u>Positive (Negative) Variance</u>
Beginning Fund Balance	200,000	178,869	(21,131)
<i>Revenues:</i>			
Taxes	1,420,000	1,234,383	(185,617) (1)
Licenses & Permits	65,600	52,210	(13,390)
Intergovernmental	219,538	115,987	(103,551) (2)
Charges for Services	28,950	21,492	(7,458)
Fines & Forfeitures	29,600	44,341	14,741
Miscellaneous	36,750	47,651	10,901
Total Revenues	1,800,438	1,516,064	(284,374)
<i>Expenditures:</i>			
Legislative	23,500	28,116	(4,616)
Judicial	57,500	51,120	6,380
Executive	8,550	8,563	(13)
Finance	224,150	151,308	72,842 (3)
Legal	31,200	31,200	-
Centralized Services	67,001	67,652	(651)
Law Enforcement	634,850	515,608	119,242 (4)
Fire Control & Ambulance	393,335	380,766	12,569
Detention/Corrections	5,000	388	4,612
Building & Planning	66,570	70,880	(4,310)
Dispatch Services	16,202	16,202	(0)
Cemetery	33,450	37,190	(3,740)
Community Events & Parks	83,319	72,240	11,079
Debt Service	30,961	30,961	0
Miscellaneous	4,850	7,463	(2,613)
Placeholder - Reserve for Cash Flow	120,000	-	120,000 (5)
Total Expenditures	1,800,438	1,469,657	330,781
Increase (Decrease) in Fund Balance	-	46,407	46,407
Ending Fund Balance	200,000	225,276	25,276

(1) B&O tax projected to be \$100K less than budget and electric utility tax projected to be \$70K less than budget (both due to closure of Cosmo Specialty Fibers)

(2) \$100K RCO maintenance grant not included in projections

(3) Replace City Administrator , Finance Director, Deputy Clerk-Treasurer with Clerk-Treasurer and part-time Utility Billing Clerk. City Administrator savings x 9 months, net of leave buyout \$55K decrease*. Finance Director savings x 9 months, net of leave buyout \$60K decrease*. Deputy Clerk-Treasurer savings x 9 months, net of leave buyout \$10K decrease*. Clerk-Treasurer cost x 8 months = \$40K increase*. Part-time utility billing clerk = zero general fund cost (100% utility work), net of CPA contract (increase \$15K)

(4) Reduce Police Officers from 4 to 1 x 9 months, net of leave buyouts(\$160K savings), reduce Police Chief by 50% x 9 months (\$50K savings), add back Police Clerk x 8 months (increase \$10K), add Aberdeen service contract (\$99K)

(5) Placeholder account, not reflective of actual expenditures

*General fund - Admin portion only, excludes amounts allocated to other funds and departments

GENERAL FUND - 2024 - EXPENDITURES

	<u>Original Budget</u>	<u>Projected</u>	<u>Positive (Negative)</u> <u>Variance</u>	
Salaries & Benefits - Council	13,000	12,367	633	
Salaries & Benefits - Court	24,500	24,500	-	
Salaries & Benefits - Mayor	7,750	7,567	183	
Salaries & Benefits - Finance & Admin*	193,000	107,246	85,754	(1)
Salaries & Benefits - Police	507,300	301,064	206,236	(2)
Salaries & Benefits - Fire	35,050	33,250	1,800	
Salaries & Benefits - Parks & Rec	51,800	49,914	1,886	
Salaries & Benefits - Building, Planning, Other	75,353	60,873	14,480	
Total Salaries & Benefits	907,753	596,781	310,972	
Supplies	84,900	77,487	7,413	
Insurance	175,420	175,420	-	
EMS - Aberdeen	257,000	257,000	-	
Police - Aberdeen	-	99,000	(99,000)	
Other Services	244,404	253,007	(8,603)	
Debt Service	10,961	10,961	0	
Placeholder - Reserve for Cash Flow	120,000	-	120,000	
Total Expenditures	1,800,438	1,469,657	330,781	

(1) Replace City Administrator , Finance Director, Deputy Clerk-Treasurer with Clerk-Treasurer and part-time Utility Billing Clerk. City Administrator savings x 9 months, net of leave buyout \$55K decrease*. Finance Director savings x 9 months, net of leave buyout \$60K decrease*. Deputy Clerk-Treasurer savings x 9 months, net of leave buyout \$10K decrease*. Clerk-Treasurer cost x 8 months = \$40K increase*. Part-time utility billing clerk = zero general fund cost (100% utility work).

(2) Reduce Police Officers from 4 to 1 x 9 months, net of leave buyouts(\$160K savings), reduce Police Chief by 50% x 9 months (\$50K savings), add back Police Clerk x 8 months (increase \$10K)

*General fund - Admin portion only, excludes amounts allocated to other funds

General Fund - Projections by Month - 2024

	Projected	January	February	March	April	May	June	July	August	September	October	November	December	Total
Beginning Fund Balance	200,000	178,869	98,173	11,392	(9,577)	(30,546)	160,272	139,303	118,334	97,365	76,396	55,427	246,245	178,869
Property Taxes	424,601	1,025	2	-	-	211,787	-	-	-	-	-	211,787	-	424,601
All Other Taxes	809,782	69,478	67,127	67,318	67,318	67,318	67,318	67,318	67,318	67,318	67,318	67,318	67,318	809,782
Licenses & Permits	52,210	7,129	1,502	4,358	4,358	4,358	4,358	4,358	4,358	4,358	4,358	4,358	4,358	52,210
Intergovernmental	115,987	7,129	1,502	10,736	10,736	10,736	10,736	10,736	10,736	10,736	10,736	10,736	10,736	115,987
Charges for Services	21,492	6,043	1,309	1,414	1,414	1,414	1,414	1,414	1,414	1,414	1,414	1,414	1,414	21,492
Fines & Forfeitures	44,341	4,491	2,545	3,730	3,730	3,730	3,730	3,730	3,730	3,730	3,730	3,730	3,730	44,341
Miscellaneous	47,651	4,643	2,606	4,040	4,040	4,040	4,040	4,040	4,040	4,040	4,040	4,040	4,040	47,651
Total Revenues	1,516,064	99,937	76,592	91,596	91,596	303,383	91,596	91,596	91,596	91,596	91,596	303,383	91,596	1,516,064
Total Expenditures	1,469,657	180,633	163,374	112,565	112,565	112,565	112,565	112,565	112,565	112,565	112,565	112,565	112,565	1,469,657
Increase (Decrease) in Fund Balance	46,407	(80,696)	(86,781)	(20,969)	(20,969)	190,818	(20,969)	(20,969)	(20,969)	(20,969)	(20,969)	190,818	(20,969)	46,407
Ending Fund Balance	246,407	98,173	11,392	(9,577)	(30,546)	160,272	139,303	118,334	97,365	76,396	55,427	246,245	225,276	225,276

Actuals
Estimates

INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES

This Interlocal Agreement for Law Enforcement Services ("Agreement") is entered by and between the City of Aberdeen, a code city in the State of Washington and the City of Cosmopolis, a code city in the State of Washington. These incorporated communities shall be subsequently referred to in this Agreement as Aberdeen and Cosmopolis, and they shall be collectively referred to as the ("Parties").

RECITALS

WHEREAS, the Parties are public agencies, as defined in RCW 39.34.020, that wish to enter into an Agreement pursuant to Chapter 39.34 RCW, the Washington Interlocal Cooperation Act; and

WHEREAS, Aberdeen and Cosmopolis have the power, authority, and responsibility to provide police protection and law enforcement services for their citizens within their boundaries; and

WHEREAS, Cosmopolis is located 2.8 miles east of Aberdeen, and Aberdeen has established and maintains a police department which can provide law enforcement services to Cosmopolis; and

WHEREAS, Cosmopolis will still maintain its own police department but is in need of Aberdeen's Police Services on a part-time basis and Aberdeen has the capacity to provide such services to Cosmopolis;

NOW, THEREFORE, in consideration of the foregoing and as set forth below, the Parties agree as follows:

I. PURPOSE AND SCOPE

- 1.1 The purpose of the Agreement is to provide law enforcement and related criminal justice services to Cosmopolis.
- 1.2 The Scope of Work related to the performance of this Agreement is set forth in **Exhibit A** attached hereto as if fully set forth herein.

2. DURATION, TERMINATION AND MODIFICATION

- 2.1 This Agreement shall be effective as of May 1, 2024 and shall continue through midnight on October 31, 2024 unless otherwise modified or terminated, as provided for in Sections 2.2 and 2.3.
- 2.2 Any Party may terminate its participation in this Agreement by providing at least 30 days written notice to the other Party of the terminating party's intent to terminate this Agreement.
- 2.3 This Agreement shall be reviewed every three months. Thereafter, substantive revisions to this Agreement may be made annually and initiated by either of the Parties with written notice to the other Party. All changes to this Agreement will be pursuant to good faith negotiations between the Parties and shall be reflected in

written amendments to this Agreement executed by the Parties.

- 2.4 This Agreement is intended to express the entire Agreement of the Parties and may not be altered or modified in any way unless such modification is reduced to writing, jointly agreed upon, and signed by both Parties.

3. ADMINISTRATION AND DEFINITIONS

- 3.1 Aberdeen, by and through its Chief of Police, shall be responsible for the administration and management of the law enforcement services to be provided to Cosmopolis as described in this Agreement.
- 3.2 The Chief of Police or his or her designated representative from the Aberdeen Police Department shall meet with the Cosmopolis City Council to report on the activities of the Police Department and identify any law enforcement issues. The frequency of these reports is based on the Chief of Police schedule.
- 3.3 For purposes of this Agreement, “incidents” shall include all responses to dispatched calls and shall also include all contacts with subjects that result in the issuance of written citations, warnings, or arrests. Time spent on incidents shall also include office time devoted to related follow-up paperwork, transport to jail, and court appearances.
- 3.4 For purposes of this Agreement, “patrol” shall include such activities as patrol, traffic enforcement, and involvement in proactive community programs.
- 3.5 For purposes of this Agreement, “administration and overhead” shall include supplies and services, fees, building and property expense and maintenance, mechanic fees, civil service costs, and administrative staff salaries.

4. BASIS FOR DETERMINING AND ASSIGNING COSTS

- 4.1 Cosmopolis shall receive 470 hours per month of law enforcement responses to reported and/or dispatched calls and observed incidents as well as random patrol and community policing services to the extent deemed appropriate by the Aberdeen Police Chief.
- 4.2 Cosmopolis shall pay to Aberdeen a monthly amount of \$10,300 as a baseline estimate of Aberdeen’s provision of police service to Cosmopolis.
- 4.3 For the calendar year 2024 and subsequent years, the annualized rate (previous base amount) for Cosmopolis shall be adjusted upward 20% on the first day of each calendar year. This annual adjustment shall not exceed 20% per calendar year unless agreed to in writing by both parties prior to the start of the New Year.
- 4.4 Cosmopolis shall transmit 50% of all locally retained ticket revenue to Aberdeen every three months. These funds will be deposited into Aberdeen's General Fund.

5. RESPONSIBILITIES OF ABERDEEN

- 5.1 Aberdeen shall provide 470 hours per month of law enforcement response to reported and/or dispatched calls and observed incidents within the geographical boundaries of Cosmopolis in accordance with this Agreement. Aberdeen's provision of law enforcement services shall include weekends and evenings (1900 hours to 0700 hours).
- 5.2 When determining which hours to patrol, the Chief of Police for Aberdeen will make this determination and shall take into consideration any specific requests by the Mayor of Cosmopolis.
- 5.3 Aberdeen shall provide call response services and criminal investigation services in the same manner as customarily rendered by the Aberdeen Police Department within Aberdeen.

6. RESPONSIBILITIES OF COSMOPOLIS

- 6.1 Starting [REDACTED], Cosmopolis shall pay Aberdeen each month during which this Agreement is effective, the amount of \$10,300.00 (ten thousand three hundred dollars) for police services. This amount is due by the 20th of the month preceding the services rendered. If Cosmopolis fails to pay Aberdeen for a month of service, Aberdeen may immediately terminate this Agreement.
- 6.2 Cosmopolis will provide 10 hours of administrative support to Aberdeen to facilitate the processing of Cosmopolis-related citations.
- 6.3 Cosmopolis will provide police services from its own Police Department as described in the "INTERLOCAL AGREEMENT / APD RESPONSES TO COSMOPOLIS CALLS FOR SERVICE" attached hereto as Exhibit B and incorporated by this reference.
- 6.4 Cosmopolis hereby confers municipal police authority on such Aberdeen police officers as might be engaged hereunder in enforcing Cosmopolis criminal and traffic ordinances within the Cosmopolis boundaries and for carrying out this Agreement.
- 6.5 Aberdeen and Cosmopolis will make every reasonable effort to bring local criminal and traffic ordinances relevant to the scope of this Agreement into conformity with each other and State law to provide uniformity of regulation and enforcement.

7. INDEMNIFICATION AND INSURANCE REQUIREMENTS

- 7.1 Aberdeen shall defend, indemnify, and hold Cosmopolis, and its officers, officials, employees, agents, and volunteers, harmless from any and all claims, injuries, damages, losses or suits, including all legal and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of Cosmopolis.

- 7.2 If a claim or suit is brought against Aberdeen or Cosmopolis, the basis of which is the enforcement of an unconstitutional or unlawful ordinance of Cosmopolis, Cosmopolis shall defend, indemnify, and hold Aberdeen, its officers, officials, employees, agents and volunteers, harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees incurred in relation therewith.
- 7.3 It is specifically and expressly understood that the indemnification provided herein constitutes Aberdeen's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The Parties further acknowledge that they have mutually negotiated this waiver.
- 7.4 Both Parties shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damage to property that may arise from or in connection with this Agreement.
- 7.5 Within fifteen (15) days of the commencement of this Agreement, Aberdeen shall provide evidence of the following insurance coverage and limits at a minimum:
- 7.5.1 Law enforcement or police professional insurance in an amount not less than \$1,000,000.00 per occurrence with a \$2,000,000.00 aggregate.
 - 7.5.2 Comprehensive general liability in an amount not less than \$1,000,000.00 per occurrence.
 - 7.5.3 Errors and omissions or public official's liability in an amount not less than \$1,000,000.00 per occurrence.
- 7.6 Cosmopolis shall be named as an additional insured on Aberdeen's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary as referenced above.
- 7.7 It is the intent of this Agreement for Aberdeen's insurance to be considered primary in the event of a loss, damage, or suit arising out of Aberdeen's performance of duty under this Agreement. Cosmopolis's comprehensive general liability policy will be considered excess coverage in respect to Aberdeen.
- 7.8 Aberdeen shall request from its insurer that written notification be given to Cosmopolis of any cancellation in Aberdeen's coverage at least thirty (30) days in advance of such cancellation. Within fifteen (15) days of the commencement of this Agreement, Cosmopolis shall provide evidence of the following insurance coverage and limits at a minimum:
- 7.8.1 Comprehensive general liability in an amount not less than \$1,000,000.00 per occurrence.
 - 7.8.2 Errors and omissions or public official's liability in an amount not less

than \$1, 000,000.00 per occurrence.

- 7.9 Aberdeen shall be named as an additional insured on Cosmopolis's commercial general liability policies. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary as referenced above.
- 7.10 Cosmopolis shall request from its insurer that written notification be given to Aberdeen for any cancellation in Cosmopolis's coverage at least thirty (30) days in advance of such cancellation.

8. INDEPENDENT CONTRACTOR

- 8.1 The Parties understand and agree that Aberdeen is acting hereunder as an independent contractor and shall maintain control of all Police Department employees, including hiring, firing, discipline, evaluation, and establishment of standards of performance thereof.
- 8.2 All Aberdeen personnel, including the Chief of Police, rendering service hereunder shall be, for all purposes, employees of Aberdeen, although they may from time-to-time act as commissioned officers of Cosmopolis.

9. ADDITIONAL AGREEMENTS

- 9.1 The Parties agree that each will continue to be responsible for their own jail expenses. Cosmopolis shall continue to contract with the Hoquiam City Jail for jail services. If the contract between Cosmopolis and the Hoquiam City Jail is terminated, Aberdeen may immediately terminate this Agreement.
- 9.2 The Parties agree that jail, prosecution, and public defender services will continue to be provided under the terms of such agreements involving the respective Parties, which are in place at the time of signing of this Agreement.
- 9.3 The Parties agree that each will continue to be responsible for their own dispatch services and shall each continue to contract with GRAYS HARBOR COUNTY COMMUNICATIONS (GMCC) 911.
- 9.4 The Parties agree that each City may have received or may apply for grant funding for additional police services and/or equipment. If Cosmopolis receives such funds, it may transfer the funds to Aberdeen to be used in accordance with terms and conditions of the underlying grant. The Parties further agree to approve an addendum to this Agreement, if necessary, to be eligible for such grant funding, provided that the amendment is not inconsistent with the terms and conditions of this Agreement.
- 9.5 The Parties agree that additional costs may be incurred through Aberdeen's administration of services to Cosmopolis and that such costs will be paid for by Cosmopolis. These additional costs include, but are not limited to, any medical

expenses incurred by an arrestee and any additional court costs for work generated by Aberdeen in Cosmopolis.

10. SEVERABILITY AND GOVERNING LAW

10.1 If any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and invalidated to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of a single provision hereof shall not affect the remaining provisions of this Agreement.

10.2 This Agreement shall be governed by the laws of the State of Washington and venue for any action arising from this Agreement shall be in Grays Harbor County Superior Court.

11. FILING

11.1 As provided by RCW 39.34.040, this Agreement shall be filed with the County Auditor, or, alternatively, posted on the website of each party.

12. EXECUTION IN COUNTERPARTS

12.1 This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same.

City of Aberdeen

City of Cosmopolis

Douglas Orr, Mayor

Title:

ATTEST:

ATTEST:

City Clerk

Clerk of Cosmopolis

Approved as to Form:

Approved as to Form:

Alexandra Kenyon, Corporation Counsel

Attorney

EXHIBIT A

SCOPE OF WORK

1. Aberdeen (“APD”) will provide 470 hours of police services per month including weekends and evening coverage, approximately 1900-0700.
2. Aberdeen will respond to calls in progress and crimes against persons, and take enforcement action as needed, based on discretion.
3. For crimes that are not considered to be a crime in progress or crime against a person, the APD Officer will direct the reporting party to make their report the following business day when Cosmopolis (“CPD”) officers are on duty.
4. APD Officers will also notify CPD officers via email of any passed-on calls.
5. For felonious assaults, APD will respond and coordinate the appropriate responses, which may include calling of other assets and agencies, to include off-duty CPD officers.
6. APD will bill CPD \$110 per hour for any investigation that is required. This amount is in addition to the flat rate, monthly charge.
7. APD will bill CPD \$110 per hour for the criminal event leading up to or after a call-out in addition to the flat rate, monthly charge.
8. This Agreement does not include responses by the Aberdeen Regional Tactical Response Team for tactical situations as APD does not bill agencies for those types of responses.



EXHIBIT B

ABERDEEN POLICE DEPARTMENT

Dale Green, Chief of Police

TO: All APD Staff

FROM: Commander Steve Timmons

DATE: 4/8/24

SUBJECT: INTERLOCAL AGREEMENT / APD RESPONSES TO COSMOPOLIS CALLS FOR SERVICE

COSMOPOLIS DUTIES

Cosmopolis will provide officers during the hours of 0700 to 1900 hours Monday through Friday. Changes to these hours may be approved at the discretion of the Aberdeen Lieutenant or Police Chief.

APD DUTIES

The following will be a guideline for our type of response to calls within the City of Cosmopolis during the Aberdeen Police Department's hours of coverage. This ILA does not mean we will be required to patrol the City of Cosmopolis during our hours of coverage, however, it does not limit you from adding Cosmopolis during your patrol routes. Our priority is the City of Aberdeen.

CALLS FOR SERVICE:

Required in-person response: (not inclusive)

- a. Domestic Violence calls (all DV related calls)
- b. In progress - criminal related calls
 - Burglary
 - Assault
 - Theft
 - Malicious Mischief
- c. Any call where there is a threat/safety to life.
- d. Vehicle Collisions

In the event of a significant crime scene that will be more time consuming and require further follow-up, we will secure the scene and request one of the Cosmopolis Officers respond to further process/investigate. If no Cosmopolis Officer is available, APD officers or investigations will process the scene.

Not required in-person response:

- a. Vehicle prowler (not in progress)
- b. Animal complaint (non-aggressive or dangerous animal)
- c. Theft not in progress

PRIDE IN COMMUNITY— EXCELLENCE IN SERVICE

d. Malicious Mischief not in progress

In the event of a call for service that is not in-progress and does not warrant an immediate response, the following procedures will be followed. The Officer will make phone contact with the reporting party and obtain the relevant information needed for the Cosmopolis Officer to follow up with (ie: name, address, contact number, SR, etc.). The officer will then email the Cosmopolis Officer(s) with all the relevant information for the Cosmopolis Officer to follow-up with the RP when they return to shift. The APD shift Sergeant as well as the Lieutenant will be CC'd in this email.

This list of response/non-response calls is not inclusive. It is a guide to give directions on the types of calls we will and will not be responding to. However, this does not preclude an officer from providing an in-person response to a non-response type call.

BOOKING:

If a misdemeanor arrest is made inside the city limits of Cosmopolis, the suspect will be booked at the Hoquiam Police Department. If a felony arrest is made, the suspect will be transported and booked into the Grays Harbor County Jail. Notice/confirmation of acceptance with the respective jails should be conducted prior to transport. If the suspect needs medical clearance, we will obtain the medical clearance through the Harbor Regional Health Hospital or Summit Pacific. If the timeframe is near for the oncoming Cosmopolis Officer's shift, you can reach out to that Officer to relieve you and/or meet you at the hospital to resume custody.

NOI/CITATION(S):

If an NOI and/or Citation are written within the City of Cosmopolis while covering the City's calls for service, the NOI/Citation will be written in to the Cosmopolis Municipal Court.

POLICY:

Officers shall always follow Aberdeen Police Department policy while responding to and performing law enforcement duties within the City of Cosmopolis.

REPORT WRITING:

Officers will follow APD report writing directives.

If there are any questions, contact your Sergeant or Lieutenant.

Respectfully submitted,

Commander Steve Timmons



April 16, 2024

TO: City of Cosmopolis, Mayor and Council Members
FROM: Scott Boettcher, Flood Authority Staff (360/480-6600, scottb@sbgh-partners.com)
SUBJECT: Continuation of Cosmopolis' Flood Authority Activities

Following is for discussion at tomorrow's 4-17-2024 Council meeting. Please direct any questions to me.

A. Background

Chehalis River Basin Flood Authority was established in 2008 in response to 2007 basin flood. Since then:

- ✓ Completed 100+ "Local Projects" to protect basin communities. [Note: Flood Authority recently issued call for 2025-27 local project funding requests.¹]
- ✓ Implemented a state-of-the-art "Flood Warning and Alert System."

B. Cosmopolis' Flood Authority Activities

1. Active partner, member of the Flood Authority since 2011.²
2. Constructed Mill Creek dam (Mill Creek, Phase I) in 2018.³
3. Current sponsor of two 100% grant funded local projects:
 - [21-1451](#) -- Prioritize Mill Creek culvert improvements (Mill Creek, Phase II).
 - [22-2277](#) – Develop joint surface water management plan with Hoquiam and Aberdeen.

C. Recommendations

Flood Authority actively manages local projects. Funding, timelines, SOW are periodically modified/adjusted to best achieve timely, opportunistic, efficient flood hazard reduction (per attachment A).⁴ Accordingly, the following are recommended to ensure efficient continuation of Cosmopolis' Flood Authority activities.

1.	Flood Authority Representative	Appoint Frank Chestnut as interim representative along with Council Member Skinner (in a "shadowing" capacity).
2.	Merge, Consolidate Projects	Approve merging 21-1451 into 22-2277 to realize \$12,000 savings.
3.	Transfer Project Sponsorship	Approve transferring sponsorship of 22-2277 from Cosmopolis to Hoquiam to ensure efficient continuation of project.
4.	Assign Technical Contact	Assign technical contact(s) to review draft and final documents produced under 22-2277 as amended.
5.	Assign Administrative Responsibility	Approve Flood Authority staff working on behalf of Cosmopolis to administratively merge/close/change agreements as described/necessary, including paying outstanding bills (~\$7,800).

¹ See 4-04-2024 Flood Authority call for 2025-27 local project funding requests [here](#).

² See updated 6-30-2023 Flood Authority Interlocal Agreement [here](#).

³ See 9-21-2022 Flood Authority presentation to Cosmopolis Mayor and Council [here](#).

⁴ See 4-03-2024 Flood Authority listing of needed local project adjustments/modifications [here](#).



UPDATED April 3, 2024

TO: Chehalis Basin Board Members
FROM: Katrina Sukola, Staff
SUBJECT: Local Project Modifications/Adjustments

Following will be discussed at 4-04-2024 CBB meeting. Questions: 206/801-2812; katrina.sukola@icf.com.

Background

Flood Authority actively manages local project investments to optimize State Capital Budget expenditures for timely, opportunistic, efficient flood hazard reduction. Local project funding, timelines, SOW are periodically modified/adjusted to best achieve timely, opportunistic, efficient flood hazard reduction.

Modifications/Adjustments (Actions) ^{1 2}

Attached outlines a comprehensive set of Flood Authority directed local project modifications/adjustments.

- | | | | | |
|--|--|---|---|-------------------------|
| 1. Change End Date To 6/30/2025 | • 22-2301 | • 22-1728 | • 22-2277 | 18-2614 |
| 2. Rescope Funding (Table 2) | • 22-2301 -- \$654,000 (per Table 2, attached) | • 23-1219 -- \$27,887 (per Table 2, attached) | • 23-1483 -- \$10,000 (per Table 2, attached) | |
| 3. Change Sponsor, Combine Projects | • 22-2277 -- From Cosmopolis to Hoquiam | • 21-1451 -- Combine budget, SOW with 22-2277 (\$12,000 efficiency savings) | | |
| 4. Close Project | • 21-1451 | • 21-1467 | | |
| 5. Shift Funds | • 21-1466 -- \$61,482 to 22-2278 | • 21-1467 -- \$78,826 to 22-2278 | • 22-2358 -- Return \$45,308 to Centralia (for China Creek) | |
| 6. Skookumchuck Gage | • 23-1483 -- \$50,000 to 23-1297 | | | |

Modifications/Adjustments (Effects)

- | | | |
|---|---|--|
| ✓ Cost-Neutral
Bottom-line is same.
No new \$ requested. | ✓ \$ "In-Motion"
\$ deployed for action.
\$ not sitting idle/unused. | ✓ On-The-Ground, Shovel-Ready
Additional projects delivered.
Planning/design complete by 2025-27. |
|---|---|--|

¹ Modifications/adjustments are cost-neutral. Total local project budget remains at 2021-23 and 2023-25 as authorized by FA, CBB.
² Fund shifts, rescoping are current as of 4/01/2024, though may be further adjusted by 4/04/2024 CBB meeting to best optimize.

Attachment A -- Background For 4-17-2024 Cosmopolis Council Meeting

CRBFA Local Projects Committee

ATTACHMENT: Modifications/Adjustments, 4/01/2024

Katrina Sukola, 206/801-2812

Table 1 -- Modifications/Adjustments

Sponsor	RCO #	Project	End Date	2023-25 \$\$	2021-23 \$\$	Total	Expended	Balance	Modification/Adjustment
Aberdeen	22-2301	Aberdeen Pump Stations	6/30/2024	\$0	\$1,154,000	\$1,154,000	\$0	\$1,154,000	Change end to 6/30/2025 Rescope \$654,000 (Table 2)
	22-1728	Farragut St PS Design, Permitting	6/30/2024	\$0	\$464,518	\$464,518	(\$159,871)	\$304,647	Change end to 6/30/2025
	23-1219	Fry Creek Phase 3 Design	6/30/2025	\$0	\$145,000	\$145,000	\$0	\$145,000	Deobligate \$15,887 (Table 2)
Chehalis	23-1221	Chehalis Localized Flood Strategy and Long-Range Investment Plan	6/30/2025	\$0	\$341,840	\$341,840	\$0	\$341,840	
	23-1481	Derelict WWTP Demolition, Removal	6/30/2025	\$100,000	\$0	\$100,000	\$0	\$100,000	
Cosmopolis	22-2277	Joint Surface Water Management Comp Plan	12/21/2024	\$0	\$400,000	\$400,000	\$0	\$400,000	Change end to 6/30/2025 Change sponsor to Hoquiam
	21-1451	Mill Creek Multi-Objective Implementation Plan, Ph II	6/30/2025	\$0	\$170,000	\$170,000	(\$56,787)	\$113,213	Close project Combine with 22-2277
GHCD	22-2546	Lower Satsop Right Bank Conservation, Phase 2	6/30/2024	\$0	\$96,902	\$96,902	(\$52,821)	\$44,081	
Hoquiam	21-1466	10th St PS Design, Permitting	6/30/2025	\$0	\$334,750	\$334,750	(\$273,268)	\$61,482	Send final \$61,482 to 22-2278
	22-2278	Hoquiam Pump Stations	6/30/2025	\$2,194,032	\$950,000	\$3,144,032	\$0	\$3,144,032	Add \$\$ from 21-1466, 21-1467
	21-1467	Queen Ave PS Design, Permitting	6/30/2025	\$0	\$285,200	\$285,200	(\$206,375)	\$78,826	Close project Send final \$71,826 to 22-2278
Lewis County	23-1297	Lewis County Chehalis River Basin Flood Authority	6/30/2025	\$224,000	\$12,104	\$236,104	(\$82,436)	\$153,668	Add \$50,000 (Skook gage)
	23-1483	S.F. Chehalis /Boistfort CMZ	6/30/2025	\$60,000	\$0	\$60,000	\$0	\$60,000	Send \$50,000 (23-1297, Skook gage) Rescope \$10,000 (Table 2)
Montesano	23-1482	Montesano Water Supply Resiliency	6/30/2025	\$350,000	\$0	\$350,000	\$0	\$350,000	
Port Chehalis	18-2614	Berwick Creek Flood Reduction and Restoration	6/30/2024	\$0	\$493,172	\$493,172	(\$333,724)	\$159,448	Change end to 6/30/2025
POGH	22-2358	Haul Road Mid Term Project	6/30/2024	\$569,999	\$170,000	\$1,470,000	(\$1,395,000)	\$75,000	Return \$45,308 (China Creek)
RCO	n/a	Administrative Charge	6/30/2025	\$52,470	\$75,262	\$127,733	(\$38,404)	\$89,329	
				\$3,550,501	\$5,092,748	\$9,373,251	(\$2,598,686)	\$6,774,565	

Table 2 -- Optimize Lower Basin Pump Planning, Design, Emergency Response

			Now	Add/Subtract	New	
Aberdeen	22-2277	Joint Surface Water Management Comprehensive Plan (shown with combining Cosmopolis' remaining \$113,213 from 21-1451)	\$133,333	\$331,427	\$464,760	
Hoquiam			\$133,333	\$38,977	\$172,310	
Cosmopolis			\$133,333	\$160,310	\$293,643	
Aberdeen	22-2301	Emergency Response Mobile Standby Generator (potential new Task)	\$0	\$132,000	\$132,000	
Aberdeen	22-2301	Division St PS -- Additional design	\$500,000	\$47,462	\$547,462	
Aberdeen	22-1728	Farragut St PS -- Additional design	\$464,518	\$94,925	\$559,443	
				\$ Efficiency Savings from Combining 21-1451 with 22-2277 -->	(\$12,000)	
				\$ From 22-2301 -->	(\$654,000)	
				\$ From 23-1219 -->	(\$15,887)	
				\$ From 21-1451 -->	(\$113,213)	
				\$ From 23-1483 -->	(\$10,000)	
Final Adjustments (In-Balance, Cost-Neutral) -->				\$0		

Legend (Tables 1 and 2):

- Plan/Design
- Construct
- Admin

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY COSMOPOLIS AUTHORIZING THE ADOPTION OF THE GRAYS HARBOR COUNTY MULTI-JURISDICTION HAZARD MITIGATION PLAN.

R E C I T A L S:

WHEREAS, all of Grays Harbor County has exposure to natural hazards that increase the risk to life, property, environment and the County’s economy; and

WHEREAS; pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established requirements for pre and post disaster hazard mitigation programs requiring that “local and tribal government applicants for sub-grants must have an approved local mitigation plan in accordance with 44 CFR 201.6 prior to receipt of a Hazard Mitigation Grant Program sub-grant funding.” The purpose of such local mitigation plan is to represent the Multi-Jurisdiction’s commitment to reduce risks from natural and man-made hazards; and

WHEREAS, pursuant to 44 CFR 201.6, a coalition of Grays Harbor County stakeholders with like planning objectives was formed to pool resources and create consistent mitigation strategies to be implemented within each partner’s identified capabilities within the Grays Harbor County Planning Area; and

WHEREAS, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy; and

WHEREAS, pursuant to 44 CFR 201.6, the Grays Harbor County Multi-Jurisdiction Hazard Mitigation Plan has been reviewed and found to meet the regulatory criteria, and following adoption by participating jurisdictions, will be approved by FEMA, making all adopting jurisdictions eligible for mitigation project grants.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cosmopolis, Washington does hereby resolve as follows:

Section 1. The Grays Harbor County Multi-Jurisdiction Hazard Mitigation Plan is hereby adopted in its entirety, including the City of Cosmopolis’s Jurisdictional Annex, which represents each planning partner’s commitment to reduce risks from natural and man-made hazards.

PASSED BY THE CITY COUNCIL OF THE CITY OF COSMOPOLIS, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS _____ DAY OF _____, 2024.

CITY OF COSMOPOLIS:

APPROVED AS TO FORM:

Linda Springer, Mayor

Christopher John Coker, City Attorney

ATTEST/AUTHENTICATED:

City Clerk, City of Cosmopolis

FIRE MOBILIZATION INTERAGENCY AGREEMENT
BETWEENSTATE OF WASHINGTON
WASHINGTON STATE PATROL

AND

COSMOPOLIS FIRE DEPARTMENT

This Interagency Agreement (Agreement), pursuant to RCW 43.43.960 through RCW 43.43.964 (State Fire Service Mobilization) and Chapter 39.34 RCW (Interlocal Cooperation Act), is made and entered into by and between the Washington State Patrol, hereinafter referred to as "WSP," and **Cosmopolis Fire Department**, a statutorily authorized fire agency within the State of Washington, hereinafter referred to as "Fire Agency."

The purpose of this Agreement is to provide for the reimbursement of allowable Fire Agency costs incurred while its assets are mobilized in accordance with RCW 43.43.960 through RCW 43.43.964 and the Washington State Fire Services Resource Mobilization Plan (Mobilization Plan). The Mobilization Plan and any subsequent versions adopted pursuant to RCW 43.43.962 are incorporated herein by this reference and can be found at: <https://www.wsp.wa.gov/all-risk-mobilization/>

Therefore, it is mutually agreed that:

- 1. Mobilization Plan.** The Mobilization Plan provides a process to quickly notify, assemble and deploy fire service personnel and equipment to any local fire jurisdiction in Washington State that has expended all local and mutual aid resources in attempting to manage, mitigate and control an emergency incident or situation for the protection of life and property. If the Fire Agency responds with its available assets to an incident mobilization, both parties shall comply with the procedures detailed in the Mobilization Plan.
- 2. Period of Performance.** The period of performance of this Agreement begins on 1/01/2024 and ends on 1/01/2029 unless terminated sooner as provided herein.
- 3. Billing Procedures.** WSP shall reimburse the Fire Agency upon the receipt of properly executed claim forms submitted by the Fire Agency according to the Mobilization Plan. Claims for payment submitted by the Fire Agency to WSP for costs due and payable under this Agreement shall be paid by WSP if received by WSP within 45 days from the end of each respective fire mobilization. The Fire Agency is required to be registered as a Statewide Payee prior to submitting a request for payment under this Contract. The Washington State Office of Financial Management (OFM) maintains the Statewide Payee Registration System; to obtain registration materials go to <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>
- 4. Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
- 5. Records Maintenance.** Both parties shall maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. Both parties shall retain all books, records, documents, and other material relevant to this Agreement for six (6) years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.
- 6. Agreement Management.** The work described herein shall be performed under the coordination of the parties' Contract Managers listed below, or their successors. They shall provide assistance and guidance to the other party necessary for the performance of this Agreement. The parties shall notify each other within ten (10) business days of a change in Contract Manager.

Contract Manager for COSMOPOLIS FIRE DEPARTMENT:	Contract Manager for the WASHINGTON STATE PATROL:
Nick Falley Fire Chief 111 D St Cosmopolis WA 98537 (360) 532-6429 Firechief@cosmopoliswa.gov	Brian Briscoe State Deputy Fire Marshal PO Box 42642 Olympia WA 98504-2642 (360) 596-3925 Brian.Briscoe@wsp.wa.gov

- 7. Hold Harmless.** Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing under this Agreement.
- 8. Agreement Alterations and Amendments.** This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
- 9. Termination.** Either party may terminate this Agreement upon thirty (30) calendar days' written notification to the other party. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance prior to the effective date of termination.
- 10. Appeals of Denied Claims.** In the event that WSP denies payment of claim(s) submitted by the Fire Agency under this Agreement, the Fire Agency may appeal the denial according to the Mobilization Plan. The process contained in the Mobilization Plan is the sole administrative recourse available to the Fire Agency for the appeal of denied claims.
- 11. Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:
1. Applicable federal and state statutes and regulations;
 2. Terms and Conditions contained in this Agreement
 3. Any other provisions of the Agreement, whether incorporated by reference or otherwise.
- 12. All Writings Contained Herein.** This Agreement contains all the terms and conditions agreed upon by the parties. 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 hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

<i>COSMOPOLIS FIRE DEPARTMENT</i>		<i>WASHINGTON STATE PATROL</i>	
Signature	Date	Signature	Date
Print Name and Title		For: John R. Batiste, Chief	

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 2/5/2008

GRAYS HARBOR COUNTY EMERGENCY MANAGEMENT SUBRECIPIENT AGREEMENT

1. Contractor/Subrecipient Name and Address: City of Cosmopolis 111 D Street Cosmopolis, WA 98537	2. Contract Amount: \$11,000.00	3. Contract Number: E24-127-002
4. Contractor/Subrecipient Contact Person, Phone: Nicklaus Falley, firechief@cosmopoliswa.gov	5. Contract Start Date: 09/01/2023	6. Contract End Date: 07/31/2025
7. Grays Harbor County Contact Person, Phone: Hannah Cleverly, (360) 580-2281		
8. Funding Authority: Grays Harbor (County), Washington State Military Department (Department), and the U.S. Department of Homeland Security (DHS)		
9. Funding Source Agreement #: EMW-2023-SS-00063	10. Program Index # 733SB, 733SC, 733SH, 733SL, 733SQ, 733SZ / NZ	11. Catalog of Federal Domestic Asst. (CFDA) # and Title: 97.067 – 23HSGP (SHSP)
12. BRIEF DESCRIPTION: <p>The FFY 2023 Homeland Security Grant Program (23HSGP) supports state and local 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. The program supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.</p> <p>This agreement provides funding to enhance Operational Communications in local jurisdictions due to the inability of emergency responders to effectively communicate. Equipment is outdated, there are limited options for redundancy and there is not enough capacity for growing needs.</p>		
<p>IN WITNESS WHEREOF, the County and the subrecipient, City of Cosmopolis, acknowledge and accept the terms of this agreement and attachments hereto and have executed this contract as of the date and year written herein. This Contract Face Sheet and Interlocal Agreement or Distribution Agreement govern the rights and obligations of both parties to this contract.</p>		
<p>In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"> (1) Applicable Federal and State Statutes and Regulations (2) DHS/FEMA Award and program documents (3) Work Plan/Approved Projects (4) Special Terms and Conditions (5) General Terms and Conditions (6) Other provisions of the Agreement incorporated by reference. 		

WHEREAS the parties hereto have executed this Agreement on the day and year last specified below.

For Grays Harbor County Emergency Management:

For Subrecipient:

UEI # KLM1WJUA8DL9

UEI # GEELG4ZDAF53

 Signature Date
 Darrin Wallace, Sheriff/Director of Emergency Management

 Signature Date
 Linda Springer, Mayor

APPROVED AS TO FORM BY THE
 PROSECUTING ATTORNEY'S OFFICE
 By Norma Tillotson 11/06/2023

INTERLOCAL AGREEMENT

**HOMELAND SECURITY REGION 3 SUBRECIPIENT FUNDING
GRAYS HARBOR COUNTY / CITY OF COSMOPOLIS**

THIS AGREEMENT is made and entered into in duplicate originals by and between **GRAYS HARBOR COUNTY EMERGENCY MANAGEMENT**, a municipal corporation, with its principal offices at 310 WEST SPRUCE, MONTESANO, WA 98563, hereinafter "**COUNTY**," and **CITY OF COSMOPOLIS**, with its principal offices at 111 D ST, COSMOPOLIS, WA 98537 hereinafter "**SUBRECIPIENT**."

WHEREAS, to encourage intergovernmental cooperation and coordination in homeland security planning, Washington State has divided the state into nine regions, designating the areas of Grays Harbor, Lewis, Mason, Pacific and Thurston Counties as Homeland Security Region 3, hereinafter referred to as "Region 3;" and

WHEREAS, Grays Harbor County Emergency Management receives funding from the Washington State Military Department to provide pass-through funding to eligible subrecipients; and

WHEREAS, the SUBRECIPIENT participates in the Region 3 work program and is therefore eligible for funding as a subrecipient of Region 3 funds; and

WHEREAS, all activities performed by the Region are to focus on expanding regional cooperation and maximizing the agencies' collective ability to safeguard and protect their citizens from all hazards; and

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. DURATION OF AGREEMENT

The period of performance for this Agreement shall commence and terminate as set forth in Exhibit "A," Statement of Work, and Exhibit "B", Milestone Timeline, or until terminated by either party in writing.

2. SCOPE OF SERVICES PROVIDED BY THE SUBRECIPIENT

The SUBRECIPIENT shall perform the following services:

Perform duties in accordance with the Homeland Security Region 3 work program as funded by grant agreements between Washington State and Grays Harbor County on behalf of Homeland Security Region 3.

a. A detailed description of the services to be performed by the SUBRECIPIENT is set forth in Exhibit "A," which is attached hereto and incorporated herein by reference.

b. The SUBRECIPIENT agrees to provide its own labor and materials. Unless otherwise provided for in the Agreement, no material, labor, or facilities will be furnished by the COUNTY.

3. SERVICES PROVIDED BY THE COUNTY

In order to assist the SUBRECIPIENT in fulfilling its duties under this Agreement, the COUNTY shall provide the following:

- a. Relevant information as exists to assist the SUBRECIPIENT with the performance of the SUBRECIPIENT’S services.
- b. Coordination with other County Departments or other Consultants as necessary for the performance of the SUBRECIPIENT’S services.
- c. Services, documents, or other information identified in Exhibit “A.”

4. AGREEMENT REPRESENTATIVES

Each party to this Agreement shall have an agreement representative. Each party may change its representative upon providing written notice to the other party. The parties’ representatives are as follows:

a. For SUBRECIPIENT:

Name of Representative Nicklaus Falley
Title: Fire Chief
Mailing Address: 111 D Street
City, State and Zip Code: Cosmopolis, WA 98537
Telephone Number: (541) 589-1482
Fax Number (360) 532-9215
E-mail Address: firechief@cosmopoliswa.gov

b. For COUNTY:

Name of Representative Hannah Cleverly
Title: Deputy Director of Emergency Management
Mailing Address: 310 West Spruce, Suite 212
City, State and Zip Code: Montesano, WA 98563
Telephone Number: (360) 580-2281
Fax Number: (360) 249-3805
E-mail Address: hcleverly@graysharbor.us

5. COMPENSATION

a. Homeland Security grants through Washington State to the regions are fixed prices and reimbursement agreements. Within the total grant amount, expenses will be reimbursed on an actual cost basis unless otherwise provided in this agreement.

b. For the services performed hereunder, the SUBRECIPIENT shall be paid based upon mutually agreed rates and the maximum amount contained in Exhibit “C,” Budget, which is attached hereto and incorporated herein by reference.

c. No payment shall be made for any work performed by the SUBRECIPIENT, except for work identified and set forth in this Agreement.

d. If necessary, the COUNTY may withhold payment of subrecipient invoices until the COUNTY receives these funds from Washington State.

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the SUBRECIPIENT in the performance of any work required under this Agreement, the SUBRECIPIENT shall make any and all necessary corrections without additional compensation. All work submitted by the SUBRECIPIENT shall be certified by the SUBRECIPIENT and checked for errors and omissions. The Subrecipient shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

b. No amendment, modification or renewal shall be made to this Agreement unless set forth in a written Amendment, signed by both parties and attached to this Agreement. Work under an Amendment shall not proceed until the Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

Each party to the Agreement shall be responsible for its own wrongful and negligent acts or omissions, or those of its officers, agents, or employees to the fullest extent required by law, and shall indemnify, defend, and hold the other parties to the Agreement harmless from any such liability. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of negligence attributable to each of the other parties.

8. TERMINATION

Each party to the Agreement may terminate this Agreement in whole or in part whenever the party determines that such termination is in the best interests of the party. The party may terminate this Agreement upon giving ten (10) days written notice by Certified Mail to the other party. In that event, the COUNTY shall pay the SUBRECIPIENT for all costs incurred by the SUBRECIPIENT in performing the Agreement up to the date of such notice. Payment shall be made in accordance with Section 5 of this Agreement.

9. DEFAULT

If the SUBRECIPIENT breaches any of its obligations hereunder and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may terminate this Agreement, in which case the COUNTY shall pay the SUBRECIPIENT only for the costs of services accepted by the COUNTY, in accordance with Section 5 of this Agreement. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the SUBRECIPIENT shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the SUBRECIPIENT'S breach.

10. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement does not constitute a waiver of such provision(s) or future performance or prejudice the right of the waiving party to enforce any of the provisions of this Agreement at a later time.

11. INDEPENDENT AGENCY

a. The SUBRECIPIENT'S services shall be furnished by the SUBRECIPIENT as an independent agency and not as an agent, employee or servant of the COUNTY. The SUBRECIPIENT specifically has the right to direct and control SUBRECIPIENT'S own activities in providing the agreed services in accordance with the specifications set out in this Agreement.

b. The SUBRECIPIENT acknowledges that the entire compensation for this Agreement is set forth in Section 5 of this Agreement, and the SUBRECIPIENT is not entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Grays Harbor County employees.

c. The SUBRECIPIENT shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the SUBRECIPIENT shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.

d. The SUBRECIPIENT shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Agreement be enacted as to all persons employed by the SUBRECIPIENT and as to all duties, activities and requirements by the SUBRECIPIENT in performance of the work on this project and under this Agreement and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.

12. COMPLIANCE WITH LAWS AND FUNDING REQUIREMENTS

The SUBRECIPIENT shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement, including equipment and real property requirements. The SUBRECIPIENT is subject to all terms and conditions of the original funding agreement between Washington State and the COUNTY, as set forth in Exhibit "D," Attachment "A" (Grant Agreement Number E24-127). If a provision of this agreement is in conflict with funding requirements set forth in Exhibit "D," Exhibit "D" Attachment "A" (Grant Agreement Number E24-127) shall prevail.

13. SINGLE AUDIT ACT REQUIREMENTS AND INSPECTION OF RECORDS

a. The SUBRECIPIENT must comply with the Single Audit Act of 1984 as modified in 1996. The SUBRECIPIENT must maintain accounting records that will enable identification of all federal funds received and expended by catalog of federal domestic assistance number (**97.067 – 22HSGP (SHSP)**). If a Single Audit is required, a copy of the audit report must be submitted to the COUNTY, within the time limit set forth in the Single Audit Act. If a Single Audit is not required, the COUNTY is allowed to perform a fiscal review of the SUBRECIPIENT'S financial records.

b. The COUNTY may, at reasonable times, inspect the books and records of the SUBRECIPIENT relating to the performance of this Agreement. The SUBRECIPIENT will permit independent auditors access to its financial records for this purpose. The SUBRECIPIENT shall keep all records required by this Agreement for six (6) years after termination of this Agreement for audit purposes.

14. CERTIFICATION REGARDING DEBARMENT SUSPENSION OR INELIGIBILITY

a. If federal funds are the basis for this agreement, the SUBRECIPIENT certifies that neither it or its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or

voluntarily excluded from participation in transactions by any federal department or agency. If the SUBRECIPIENT is debarred or suspended from participation in federal programs during the Agreement period, the Agreement is voided.

b. The SUBRECIPIENT must check the “List of Parties Excluded from Federal Procurement and Non-procurement Programs” ([SAM.gov | Home](https://www.sam.gov)) prior to awarding subgrants or contracts and agrees not to enter into any arrangements or contracts related to this grant with any party on this list.

15. **NONDISCRIMINATION**

Grays Harbor County provides equal opportunity to all persons seeking or having access to employment, services and activities. The SUBRECIPIENT, its assignees, delegates or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, sexual orientation or the presence of any disability unless such disability effectively prevents the performance of the essential functions required of the position.

16. **DISPUTES**

Differences between the SUBRECIPIENT and the COUNTY, arising under and by virtue of this Agreement, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the SUBRECIPIENT shall be decided by the COUNTY’S representative or designee. All rulings, orders, instructions, and decisions of the COUNTY’S representative shall be final and conclusive.

17. **CHOICE OF LAW, JURISDICTION AND VENUE, AND ATTORNEY’S FEES**

a. This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Grays Harbor County, Washington.

c. If the COUNTY brings any action or suit relating to the enforcement of this Agreement or asking for any relief against SUBRECIPIENT, declaratory or otherwise, arising out of this Agreement, or if SUBRECIPIENT brings any action or suit relating to the enforcement of this Agreement or asking for any relief against COUNTY, declaratory or otherwise, arising out of this Agreement, then the prevailing party in any of these events shall be paid reasonable attorney’s fees and costs and expenses expended or incurred in connection with any such suit or action.

18. **SEVERABILITY**

If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties’ rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

19. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

EXHIBIT "A"

STATEMENT OF WORK

1. The services to be performed by the SUBRECIPIENT under this Agreement, which are described in Section 2 of the Agreement (Scope of Services Provided by the Subrecipient), are set forth as follows:

This agreement provides funding to enhance Operational Communications in local jurisdictions due to aging equipment and infrastructure, changes in technology and the inability to keep pace. This agreement provides funding for four (4) Mobile Data Terminals (MDTs) to allow fire (2 MDTs) and law (2 MDTs) personnel to maintain situational awareness and communications during emergency responses.

Maintain compliance with the National Incident Management System (NIMS) requirements for local agencies, per the NIMS Resource Center guidance available at <http://www.fema.gov/emergency/nims> and NIMS report must be submitted annually as evidence of NIMS Compliance to:

Grays Harbor County Emergency Management
310 West Spruce, Suite 212
Montesano, WA 98563

Comply with applicable compliance requirements for federally funded equipment, including those specified in Common Rule A-102, available at [Circular A-102 | The White House \(archives.gov\)](#). Equipment purchased with funds from DHS grant programs should be marked with "Purchased with funds provided by the U.S. Department of Homeland Security" whenever possible.

Submit reports and invoices as set forth in the Milestone Timeline of this document (Exhibit "B").

EXHIBIT “B”

MILESTONE TIMELINE

The performance period for this Agreement is **September 1, 2023 to July 31, 2025**.

All contract work must end by **April 1, 2025**. The SUBRECIPIENT shall submit all final billings by this date. Invoices shall be submitted to Grays Harbor County Emergency Management by April 1, 2025.

Date	Activity
9/1/2023	Grant Agreement Start Date
7/1/2024	Submit Reimbursement Request with final documents or Progress Report
10/1/2024	Submit Reimbursement Request with final documents or Progress Report
12/30/2024	Submit Reimbursement Request with final documents or Progress Report
4/1/2025	Final documents to Grays Harbor County Emergency Management
7/31/2025	Grant Agreement End Date

Technical Reporting

SUBRECIPIENT must provide additional information as requested by COUNTY as needed to complete COUNTY’s regional reporting requirements and/or subrecipient monitoring activities.

EXHIBIT “C”

BUDGET

The SUBRECIPIENT’S compensation under this Agreement, which is described in Section 5 of the Agreement (Compensation), is set forth as follows:

<u>Sub-Category</u>	<u>Department</u>	<u>Budget</u>
Equipment	Fire Department	\$5,000.00
Organization	Police Department	\$6,000.00
	Total	\$11,000.00
	CONTRACT TOTAL	\$11,000.00

Notes (apply to all budget categories):

1. Expenditures may only occur within the approved subcategory.
2. FEMA grant program requirements affirm that federal funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose.
3. All provisions for authorized and unauthorized expenses identified in (Exhibit “D”) and the federal guidelines apply to this Agreement.
4. Proposed equipment purchase lists must meet the following requirements:
 - All proposed equipment must be in compliance with FEMA authorized equipment list;
 - All proposed equipment will be submitted to Grays Harbor County Emergency Management to ensure that the requested equipment is aligned with the statewide equipment purchasing strategy; and
 - Until the above actions are accomplished, Subrecipient is not authorized to expend these funds on equipment purchases.

EXHIBIT "D"

**CONTRACT BETWEEN GRAYS HARBOR COUNTY EMERGENCY MANAGEMENT
AND WA STATE EMERGENCY MANAGEMENT**

The contract (Attachment A) attached immediately hereafter is the actual Agreement entered into by the Washington State Military Department and Grays Harbor County Emergency Management (#E24-127).

Your agency is bound to all terms and conditions of the federal grant guidance of the funding program.

Inclusions/Notations:

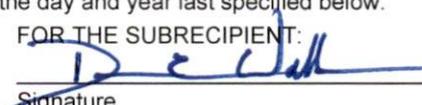
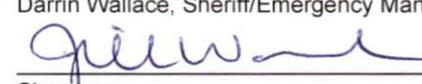
1. Grays Harbor County Emergency Management (GHCEM) is the subrecipient referred to in the agreement with the WA State Military Department.
2. NIMS reports must be submitted annually as evidence of NIMS Compliance to:
Grays Harbor County Emergency Management
310 West Spruce, Suite 212
Montesano, WA 98563
Email: ghcdem@graysharbor.us
3. Original receipts must be sent with reimbursement request/s by dates specified in the timeline (Exhibit B) to:

Grays Harbor County Emergency Management
310 West Spruce, Suite 212
Montesano, WA 98563
Email: ghcdem@graysharbor.us
4. Subrecipient shall obtain proper authorization from Grays Harbor County Emergency Management (GHCEM) before transfer or disposal of any grant items purchased.

Exclusions:

None

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

1. Subrecipient Name and Address: County of Grays Harbor Emergency Management 100 West Broadway Ave Suite 3 Montesano, WA 98536-3614		2. Grant Agreement Amount: \$17,139		3. Grant Agreement Number: E24-127	
4. Subrecipient Contact, phone/email: Hannah Cleverly, 360-580-2281 hcleverly@graysharbor.us		5. Grant Agreement Start Date: September 1, 2023		6. Grant Agreement End Date: July 31, 2025	
7. Department Contact, phone/email: Christopher Burd, 253-512-7482 christopher.burd@mil.wa.gov		8. Unique Entity Identifier (UEI): KLM1WJUA8DL9		9. UBI # (state revenue): 145-001-199	
10. Funding Authority: Washington Military Department (the Department) and the U.S. Department of Homeland Security (DHS)					
11. Federal Funding Identification #: EMW-2023-SS-00063		12. Federal Award Date: 9/11/2023		13. Assistance Listings # & Title: 97.067 - 23HSGP (SHSP)	
14. Total Federal Award Amount: \$14,010,447		15. Program Index # & OBJ/SUB-OBJ: 733SB, 733SC, 733SH, 733SL, 733SQ, 733SZ / NZ		16. EIN 91-6001320	
17. Service Districts: BY LEGISLATIVE DISTRICTS: 19, 24 BY CONGRESSIONAL DISTRICTS: 6		18. Service Area by County(ies): Grays Harbor		19. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
20. Agreement Classification <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
22. Subrecipient Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO			23. Subrecipient Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER		
24. PURPOSE & DESCRIPTION: The objective of the Federal Fiscal Year (FFY) 2023 Homeland Security Grant Program (23HSGP) 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. 23HSGP 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. 23HSGP 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 23HSGP DHS Award Letter for Grant No. EMW-2023-SS-00063 ("Grant"), which is incorporated in and attached hereto as Attachment C and has made a subaward of funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement.					
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced attachments which are hereby incorporated, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); DHS Award Letter (Attachment C), Work Plan (Attachments D-1, D-2, D-3), Budget (Attachment E), Timeline (Attachment F); 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 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget 4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference.					
WHEREAS, the parties have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:  _____ Signature Date Regan Anne Hesse, Chief Financial Officer Washington Military Department			FOR THE SUBRECIPIENT:  _____ Signature Date Darrin Wallace, Sheriff/Emergency Management Director		
BOILERPLATE APPROVED TO FORM: Alex Straub 8/31/2023 Assistant Attorney General			 _____ Signature Date Jill Warne, County Commissioner Grays Harbor County Board of Commissioners		
APPROVED AS TO FORM (if applicable): _____ Signature Date					

SPECIAL TERMS AND CONDITIONS

ARTICLE I. KEY PERSONNEL

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		DEPARTMENT	
Name	Hannah Cleverly	Name	Christopher Burd
Title	EM Deputy Director	Title	Program Coordinator
Email	hcleverly@graysharbor.us	Email	christopher.burd@mil.wa.gov
Phone	360-580-2281	Phone	253-512-7482
Name	Darrin Wallace	Name	Gail Cram
Title	Sheriff/Director of EM	Title	Program Manager
Email	dwallace@graysharbor.us	Email	gail.cram@mil.wa.gov
Phone	360-249-3711	Phone	253-512-7472
Name	Molly Anderson	Name	Grant Miller
Title	Senior Financial Officer	Title	Program Assistant
Email	soaccounting@graysharbor.us	Email	grant.miller@mil.wa.gov
Phone	360-964-1702	Phone	253-512-7061

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 23HSGP 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 2023 Homeland Security Grant Program" (hereafter "the NOFO"), the *Fiscal Year 2023 Preparedness Grants Manual*, FEMA Manual (FM) 207-22-0001 Version 4, 2023 (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 23HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.
- b. If the Subrecipient also becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient, the Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 23HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 23HSGP 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 23HSGP 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 23HSGP federal award funds provided to its subrecipients are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

- a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment E), additional documentation is required based on the applicable situation. As described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:
 - i. If the Subrecipient receives direct funding from any Federal agency(ies), documentation of the rate must be submitted to the Department Key Personnel per the following:
 - A. More than \$35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency.
 - B. Less than \$35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.
 - ii. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimis rate of ten percent (10%) or 10% of modified total direct costs or choose to negotiate a higher rate with the Department. If the latter is preferred, the Subrecipient must contact Department Key Personnel for approval steps.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <https://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without prior written approval by Department Key Personnel.
- e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Attachment F).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.
- f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement and be made available upon request by the Department, and federal, state, and local auditors.
- g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment F). For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a

waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.

- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within 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).
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline [Attachment F]) will prohibit the Subrecipient from being reimbursed until such reports are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. For SHSP and UASI Subrecipients, a written amendment will be required if the Subrecipient expects cumulative transfers among subproject totals, as identified in the Budget (Attachment E), to exceed ten percent (10%) of the Grant Agreement Amount. If a Subrecipient has only one subproject, cumulative transfers among solution areas within the subproject that exceed ten percent (10%) of the Grant Agreement Amount shall require an amendment to this Agreement.
- m. For OPSG Subrecipients, any deviations from the approved, direct budget categories will require additional federal approvals and a written amendment.
- n. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachments D-1, D-2, D-3) activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report (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 Emergency Management Division staff.

4. EQUIPMENT AND SUPPLY MANAGEMENT

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327 when procuring any equipment or supplies under

this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:

- i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.
- ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
- iii. Inventory system records shall include:
 - A. Description of the property;
 - B. Manufacturer's serial number, model number, or other identification number;
 - C. Funding source for the property, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11);
 - D. Assistance Listings Number (Face Sheet, Box 13);
 - E. Who holds the title;
 - F. Acquisition date;
 - G. Cost of the property and the percentage of federal participation in the cost;
 - H. Location, use and condition of the property at the date the information was reported;
 - I. Disposition data including the date of disposal and sale price of the property.
- iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of the equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.
- vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
- vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
- viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
 - A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.

B. For Equipment:

- 1) Items with a current per-unit fair-market value of five thousand dollars (\$5,000) or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.
 - 2) Items with a current per-unit fair-market value in excess of five thousand dollars (\$5,000) may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
- ix. Records for equipment shall be retained by the Subrecipient for a period of six (6) years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six- (6-) year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Allowable equipment categories for the grant program are listed on the Authorized Equipment List (AEL) located on the FEMA website at <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program; the AEL includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.
- If the item is not identified on the AEL as allowable under the grant program, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval **prior** to acquisition.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. The Subrecipient must pass through equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

- a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) Program. EHP program information can be found at <https://www.fema.gov/grants/guidance-tools/environmental-historic> all of which are incorporated in and made a part of this Agreement.
- b. Projects that have historical impacts or the potential to impact the environment, **including, but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures, and facilities; or new construction, including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to project initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed also require a DHS/FEMA EHP review before project initiation.
- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- d. The Subrecipient agrees that, to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval must be received by the Subrecipient before any work is started** for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient may not be reimbursed.

6. PROCUREMENT

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 reviewing and approving sole source justifications to any non-federal entity to which Subrecipient makes any award.
- 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)

The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published

the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <https://www.lep.gov>.

9. NIMS COMPLIANCE

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

B. HSGP SPECIFIC REQUIREMENTS

1. The Subrecipient must use HSGP funds only to perform tasks as described in the Work Plan (Attachments D-1, D-2, D-3), as approved by the Department, and in compliance with this Agreement.
 - a. SHSP-funded projects must assist state, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
 - b. UASI-funded projects must assist high-threat, high-density Urban Area efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
 - c. OPSG-funded projects must support enhanced cooperation and coordination among Customs and Border Protection, United States Border Patrol, and federal, state, local, tribal, and territorial law enforcement agencies to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. State, local, tribal, and territorial law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.
 - d. State agencies, including law enforcement, must comply with RCW 43.17.425 and may not use agency funds (including this grant), facilities, property, equipment, or personnel, to investigate, enforce, cooperate with, or assist in the investigation or enforcement of any federal registration or surveillance programs or any other laws, rules, or policies that target Washington residents solely on the basis of race, religion, immigration, or citizenship status, or national or ethnic origin, except as provided in RCW 43.17.425 (3).

2. The Budget (Attachment E) may include the following caps and thresholds:
 - a. If funds are allotted for Management and Administration (M&A), such expenditures must be related to administration of the grant. The maximum percentage of the Grant Agreement Amount that may be used for M&A costs when allocated under this Agreement shall not exceed five percent (5%) but may be less.
 - b. At least thirty percent (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 prior to attendance.
5. For SHSP and UASI, Subrecipients are required to complete the annual Nationwide Cybersecurity Review (NCSR) <https://www.cisecurity.org/ms-isac/services/ncsr> to benchmark and measure progress of improvement in their cybersecurity posture.
6. Except for an elevated National Terrorism Advisory System alert, **prior** written approval is required before SHSP and UASI funds may be used for operational overtime. Requests must be submitted to the Department Key Personnel in advance of the expenditure to ensure all additional approval steps can be met.
7. SHSP Subrecipients shall participate in the State's annual Stakeholder Preparedness Review (SPR), the State's Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessments, and data calls. Non-participation may result in withholding of funding under future grant years.
8. UASI Subrecipients shall participate in the annual UASI SPR and THIRA process.
9. Subrecipients should document their preparedness priorities, informed by various factors, including jurisdiction specific threats and hazards (i.e., the THIRA); areas for improvement identified by real-world events and exercises; external requirements such as state or national preparedness reports, homeland security policy, and industry reports; and accreditation standards, regulations, or legislative requirements, and use them to deploy a schedule of preparedness events in a multi-year Integrated Preparedness Plan (IPP). Subrecipients are encouraged to participate in the State's annual Integrated Preparedness Planning Workshop (IPPW) or may conduct their own local/regional IPPW.

Information related to IPPs and Integrated Preparedness Planning Workshops (IPPWs) can be found on the HSEEP website at <https://www.fema.gov/HSEEP> and <https://preptoolkit.fema.gov/>.

C. DHS TERMS AND CONDITIONS

As a subrecipient of 23HSGP funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 23HSGP Award Letter and its incorporated documents , which are incorporated in and made a part of this Agreement as Attachment C.

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

A.1 DEFINITIONS

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

- a. **"Agreement"** means this Grant Agreement.
- b. **"Department"** means the Washington Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **"Investment"** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this Agreement. Such grant application is hereby incorporated into this Agreement by reference.
- d. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- e. **"Stakeholder Preparedness Review (SPR)"** The SPR is an annual three-step self-assessment of a community's capability levels based on the capability targets identified in the THIRA.
- f. **"Subrecipient"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "Subrecipient" is the same as in 2 CFR 200.1 for all other purposes.
- g. **"Threat and Hazard Identification and Risk Assessment (THIRA)"** The THIRA is a three-step risk assessment. The THIRA helps communities understand their risks and determine the level of capability they need in order to address those risks. The outputs from this process lay the foundation for determining a community's capability gaps during the SPR process.

A.2 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.3 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of DHS/FEMA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.5 ASSURANCES

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

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

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

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

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

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

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

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

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48

CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

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

A.9 CONFLICT OF INTEREST

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

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

A.10 CONTRACTING & PROCUREMENT

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

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

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

provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

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

Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
 - 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - 14) Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.
 - 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 - 16) Pursuant to Executive Order 13858 "*Strengthening Buy-American Preferences for Infrastructure Projects*," and as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
 - 17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*.
- b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.317 through 200.327. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

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

A.12 DISPUTES

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

dispute resolution board and its attorney fees and costs and share equally the cost of the third board member.

A.13 LEGAL RELATIONS

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

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

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

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

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

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

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

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

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

A.15 LOSS OR REDUCTION OF FUNDING

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

A.16 NONASSIGNABILITY

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

A.17 NONDISCRIMINATION

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

- a. Nondiscrimination in Employment: The 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. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington.

A.37 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

**23HSGP Award Letter
EMW-2023-SS-00063****Award Letter**

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

Bret Daugherty
Washington Military Department
Building 20
Camp Murray, WA 98430 - 5122

Re: Grant No.EMW-2023-SS-00063

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2023 Homeland Security Grant Program has been approved in the amount of \$14,010,447.00. You are not required to match this award with any amount of non-Federal funds.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2023 Homeland Security Grant Program Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

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

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, Unique Entity Identifier (UEI) number, EIN and banking information. Please ensure that the UEI number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

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

PAMELA SUSAN WILLIAMS

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

AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE: Washington Military Department
PROGRAM: Homeland Security Grant Program
AGREEMENT NUMBER: EMW-2023-SS-00063-S01

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Article I - Summary Description of Award

The purpose of the FY 2023 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$6,190,947, Urban Area Security Initiative (UASI) funding in the amount of \$6,250,000 (Seattle Urban Area), and Operation Stonegarden (OPSG) funding in the amount of \$1,569,500. The following counties shall receive OPSG subawards for the following amounts: Adams, \$95,000; Clallam, \$150,000; Ferry, \$84,500; Island, \$100,000; Lower Elwha Tribe, \$75,000; Makah Tribe, \$75,000; Nooksack, \$99,000; Okanogan, \$100,000; Pend Oreille, \$150,000; Quileute Tribe, \$50,000; San Juan, \$100,000; Spokane, \$121,000; Stevens, \$150,000; Swinomish Tribe, \$45,000; Whatcom, \$175,000. These grant programs fund a range

of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - 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 III - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article IV - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

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

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article V - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article VI - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article VII - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VIII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article IX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article X - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XI - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XIII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIV - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict

federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XVI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

Article XVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVIII - 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.

Article XIX - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XX - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXII - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative

guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXIV - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXV - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXVI - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXVII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVIII - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXX - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXI - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXII - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXIII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXIV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXV - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVI - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

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

Recipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. 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. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the 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.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article XXXVIII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXIX - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XL - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XLI - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLIII - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLIV - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLV - 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. 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.

Article XLVI - 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.

Article XLVII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVIII - 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.

Article XLIX - 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 L - 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 LI - Operation Stonegarden Program Hold

The recipient is prohibited from drawing down OPSG funding under this award or reimbursing OPSG subrecipients of this award until each unique, specific, or modified county level, tribal, or equivalent Operations Order or Fragmentary Order (FRAGO) has been reviewed by FEMA/GPD and Customs and Border Protection/United States Border Patrol (CBP/USBP). The recipient will receive the official notification of approval from FEMA/GPD.

Article LII - 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 LIII - Funding Hold: SHSP National Priorities

FEMA has placed a funding hold on the following investments under the national priority areas, and \$180,728.41 of SHSP funds is on hold in the FEMA financial systems. Until the hold is released, the recipient is prohibited from drawing down funds or reimbursing subrecipients, and the subrecipients are prohibited from obligating or expending SHSP funds, for the costs or activities identified below. The hold only applies to the amount of funds identified for each SHSP investment under the national priority areas below. To release this hold, additional information is required for the investments identified below which must be submitted in the December 2023 Biannual Strategy Implementation Report (BSIR).

1. Soft Targets and Crowded Places; \$180,728.41

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

Article LIV - Funding Hold: UASI National Priorities

FEMA has placed a funding hold on the following investments under the national priority areas, and \$187,500 of UASI funds is on hold in the FEMA financial systems. Until the hold is released, the recipient is prohibited from drawing down funds or reimbursing subrecipients, and the subrecipients are prohibited from obligating or expending UASI funds, for the costs or activities identified below. The hold only applies to the amount of funds identified for each UASI investment under the national priority areas below. To release this hold, additional information is required for the investments identified below which must be submitted in the December 2023 Biannual Strategy Implementation Report (BSIR).

Seattle Urban Area

1. Soft Targets and Crowded Places; \$187,500

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

BUDGET COST CATEGORIES

Personnel	\$547,241.00
Fringe Benefits	\$199,741.00
Travel	\$20,976.00
Equipment	\$0.00
Supplies	\$9,218.00
Contractual	\$13,127,575.00
Construction	\$0.00
Indirect Charges	\$105,696.00
Other	\$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMW-2023-SS-00063-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. 916001095G	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX05650N2023T , WX05652N2023T , WX05651N2023T
6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603		
9. NAME OF RECIPIENT PROJECT OFFICER Gail Cram	PHONE NO. 2535127472	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov		
11. EFFECTIVE DATE OF THIS ACTION 09/11/2023	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 09/01/2023 To: 08/31/2026 Budget Period 09/01/2023 08/31/2026	

1 5. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX- XXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON- FEDERAL COMMITMENT
Homeland Security Grant Program	97.067	2023-FA-GG01-P410- -4101-D	\$0.00	\$6,190,947.00	\$6,190,947.00	See Totals
Homeland Security Grant Program	97.067	2023-FA-GG02-P410- -4101-D	\$0.00	\$1,569,500.00	\$1,569,500.00	See Totals
Homeland Security Grant Program	97.067	2023-FA-GH01-P410- -4101-D	\$0.00	\$6,250,000.00	\$6,250,000.00	See Totals
			\$0.00	\$14,010,447.00	\$14,010,447.00	\$0.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
Homeland Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Gail Cram,	DATE Wed Sep 27 21:07:31 UTC 2023
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18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
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23SHSP Investment Justification

Washington is comprised of 39 counties with geography including forests, mountains, islands, rainforests, rivers, lakes, and plains. The U.S. Bureau of Economic Analysis ranked Washington 34 of 50 states for gross domestic product in 2022; several world-class organizations headquarter their operations within the state. Washington has marine, aviation, rail, and road transportation infrastructure to support its position as a bustling trade center. Over half of Washington's 7.77 million population lives in the Seattle metropolitan area located along the Puget Sound. This area is the center of transportation, business, and industry and is the fastest growing region in the state. A vast majority of the state's population lives in densely settled urbanized areas. Understanding Washington's population is critical in order to mitigate vulnerabilities, respond to incidents, and effectively concentrate recovery efforts.

Furthermore, Washington is subject to 10 natural and 7 human-caused hazards. The 2022 THIRA focuses on four of those risks: cyber-attack, earthquake, complex coordinated terrorist attack, and pandemic-human (biological). The 2023 Washington State Risk Profile scored the state's relative risk as 9.60, ranking it as the 10th highest at-risk state. Washington State has consistently had a high relative risk score (ranked in the top 25% of states for the past seven years) and must be prepared to prevent, respond to, mitigate, and recover from acts of terrorism.

The FY23 SHSP projects were selected to build upon or sustain a range of Core Capabilities identified in the 2022 SPR as having significant gaps as well as to support the six National Priority Areas. The investments support the Planning, Organization, Equipment, Training, and Exercise solution areas with a focus in the following Core Capabilities: Community Resilience; Environmental Response/Health & Safety; Infrastructure Systems; Intelligence & Information Sharing; Interdiction & Disruption; Logistics & Supply Chain Management; Mass Search & Rescue Operations; On-scene Security, Protection, & Law Enforcement; Operational Communications; Operational Coordination; Physical Protective Measures; Planning; Public Information & Warning; and Screening, Search, & Detection.

Regional Risks - Reasons for the Work

Region 3 terrorist targets include:

- Government Facilities
- Transportation Corridors
- Power generation & distribution systems
- Events where large numbers of citizens congregate
- Communications systems
- Terrorist acts which contaminate crops

23SHSP ENDURING NEEDS SUBPROJECTS WORK PLAN

County of Grays Harbor, Emergency Management

ENDURING NEEDS AMOUNT \$17,139

Investment #1: WA SHSP Sustainment

The State is divided into nine Homeland Security Regions which differ in geography (marine to desert), major industry (large business to agricultural), and population (dense urban settings to rural). Each region as well as state agency partners develop projects to address their specific risks and hazards which sustain previously built capabilities or close identified gaps. Most initiatives can be tied back to building regional capability to prevent, protect, respond, and recover and be in a state of readiness should a natural or human-caused catastrophic incident occur.

Gaps identified in: -Community Resilience: Lack of publications & no current funding source to assist communities with equipment & supplies for resiliency kits, CERT training, & other resources and lack of community trainings -Cybersecurity: Lack of dedicated cyber incident response plans -Environmental Response/Health/Safety: Lack of developed policies, plans, procedures, mutual aid agreements, & strategies in hazardous debris removal -Infrastructure Systems: Lack of equipment to facilitate communication during a disaster & a lack of information sharing among privately owned critical infrastructure & state agency stakeholders -Interdiction & Disruption: Need to replace expiring equipment & improve ballistic protection & communications equipment used in law enforcement operations & special teams need updated training to the latest laws & techniques -Mass SAR Operations: Gaps in rescue equipment & training in rescue & structural collapse operations -On-Scene Security/Protection/LE: Lack of local funding to maintain & replace aging and/or expiring equipment & lack of ability to conduct trainings in protecting response personnel -Operational Comms: Aging equipment, differing technology, & geographical challenges hamper interoperable communications -Operational Coord: Lack of staffing, developed plans, & equipment to meet coordination needs and the need for integrated training and exercises between partners -Planning: A need to evaluate, update, coordinate, and better socialize plans and there is a lack of local funding to support planning efforts -Public Information/Warning: Need for continued funding for mass notification systems and better coordinated public messaging procedures and policies, high turnover within the Public Information discipline, and a need for culturally and linguistically appropriate messaging - Screening/Search/Detection: Lack of equipment for specialized operations.

SHSP: EN Project #3: Region 3- Homeland Security Project

Region 3 will prioritize subprojects based on regionally identified gaps including Operational Coordination due to lack of staffing, a lack of developed plans, a lack of equipment, and need for training and exercises for local and state partners; Screening, Search, & Detection due to the lack of equipment for locating terrorists; Mass Search & Rescue Operations due to the gaps in Rescue Operations equipment; and Operational Communications due to gaps in equipment that complies with standards in interoperable communications between responders, re-establishing critical information networks, and data communications. Through planning, organization, equipment, training, and exercise, activities will include: Operational Coordination: Sustain and enhance regionwide coordination as well as update plans, purchase equipment to enhance operational coordination, host trainings for response personnel, and conduct a multi-jurisdictional/regional functional exercise. Screening, Search, & Detection: Purchase an integrated canine camera system and accessories to support the deployment of special teams. Mass Search & Rescue Operations: Purchase trench and confined space rescue equipment as well as swift water rescue equipment to expand the capabilities of the special operations teams. Operational Communications: Purchase upgraded interoperable communications mobile radios, accessories, and satellite communicators and establish alternate dispatch capabilities. The funding priorities specified above will support the region in its effort to reduce and/or close identified capability gaps related to terrorism risks which will improve the region's ability to identify, prevent, and respond to a terrorist threat.

SUBPROJECT #1

Grays Harbor County Emergency Management Planning Committee Project

CORE CAPABILITIES

Operational Coordination

Core Capability #1

Sustaining or Enhancing?

Enhancing

SOLUTION AREAS

PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$0.00	\$8,000.00	\$7,139.00	\$0.00	\$0.00	\$15,139.00

GAP(S) IDENTIFIED

Operational Coordination is an ongoing gap identified by Grays Harbor County and its stakeholders. With the addition/turnover of staff/incident response personnel, new emerging threats and ongoing emergencies both manmade and natural, maintaining a level of readiness and preparedness to provide for adequate coordination to support stakeholder response during emergencies.

ACTIVITIES TO BE PERFORMED

The Local Emergency Management Planning Committee prioritizes projects based on coordinated need and available funding.

- Identify operational coordination activities with stakeholders that enhance the capabilities of their agencies to support multi-jurisdictional response.
- Provide funding opportunities for priorities that support core capability of coordinated response between stakeholders.
- Select projects; assess need for EHP review and submit paperwork as necessary.
- Order Equipment, following applicable procurement regulations.

ASSOCIATED DELIVERABLES/OUTPUTS (IMMEDIATE)

Local and regional coordination activities will enhance the ability of agencies through their emergency operations centers (EOCs) to coordinate through the county to provide a unified response to emergencies. The output will result in more defined lines of efforts rather than several by multiple agencies to the same emergency.

DESIRED OUTCOMES (INTERMEDIATE AND LONG-TERM)

Enhance the ability of stakeholders to provide a coordinated multi-jurisdictional response to local and regional man-made and natural disaster emergencies. Long-term will improve capabilities to respond together efficiently and avoid inefficient duplication of the delivery of resources to emergencies.

NEXUS TO TERRORISM

A complex coordinated terrorist attack whether domestic/foreign/cyber would warrant the need for a highly coordinated response by multiple jurisdictions. The multiple discipline inter-agency response requires coordination at both the local and county level to be effective. In small rural communities, this is more efficient provided through single coordination point with multiagency coordination group. This allows for the more coordinated response and sharing of real-time information.

SUBPROJECT #2		Public Information and Warning Outreach				
CORE CAPABILITIES						
Public Information & Warning			Core Capability #1			
Sustaining or Enhancing?	Enhancing					
Community Resilience			Core Capability #2 (optional)			
Sustaining or Enhancing?	Enhancing					
SOLUTION AREAS						
PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL	
\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	
GAP(S) IDENTIFIED						
2022 THIRA/SPR, p. 7-Public Information and Warning; Delivering Actionable Guidance; Alerts and Warnings; Culturally and Linguistically Appropriate Messaging; Inclusiveness of the Entire Public						
ACTIVITIES TO BE PERFORMED						
Purchase public outreach supplies and materials for distribution during the 2024 Grays Harbor County Emergency Preparedness EXPO, and potentially other events. This outreach event continues to grow and continues to provide a nexus for the public to receive information, communicate with subject matter experts, learn about and how to prepare for hazards, such as terrorism related ones, identified in Grays Harbor County.						
ASSOCIATED DELIVERABLES/OUTPUTS (IMMEDIATE)						
Grays Harbor EM will speak with, educate, and provide valuable information on Grays Harbor County's hazards in multiple platforms and languages. The output will be 300+ individuals that are educated, aware, and prepared for the hazards that face Grays Harbor County.						

DESIRED OUTCOMES (INTERMEDIATE AND LONG-TERM)

Enhanced collaborative public information and warning coordination with public outreach.

NEXUS TO TERRORISM

With continued and ongoing collaboration efforts with Law Enforcement, this event includes over 40 vendors ranging from local law enforcement to multiple state agencies and covers topics such as responding to acts of terrorism. Awareness campaigns and education are provided at the Grays Harbor County Emergency Preparedness EXPO.

The Subrecipient has not been allocated National Priority Project funding under this Agreement; there is no associated Work Plan.

23SHSP Budget

County of Grays Harbor, Emergency Management

AGREEMENT AMOUNT \$17,139

	AMOUNT
LETPA	\$0.00
	<i>0% of the agreement total</i>
PERSONNEL	\$0.00
	<i>0% of the agreement total</i>
M&A	\$0.00
	<i>0% of the agreement total</i>

Enduring Needs Subproject(s)

		AMOUNT
SUBPROJECT #1	Grays Harbor County Emergency Management Planning Committee Project	\$15,139.00
SUBPROJECT #2	Public Information and Warning Outreach	\$2,000.00
	M&A	\$0.00
	<i>SUBTOTAL</i>	\$17,139.00
	<i>INDIRECT</i>	\$0.00
	<i>TOTAL</i>	\$17,139.00

23SHSP Timeline

County of Grays Harbor, Emergency Management

DATE	TASK
September 1, 2023	Grant Agreement Start Date
October 1, 2023	Estimated date work scheduled for one or more subprojects/projects
NLT January 31, 2024	Submit proof of completion of Nationwide Cybersecurity Review (NCSR) - <i>NCSR system closes February 28, 2024</i>
January 31, 2024	Submit Reimbursement Request and Progress Report
April 30, 2024	Submit Reimbursement Request and Progress Report
June 30, 2024	Submit required equipment waiver requests, EHP Screening form(s), and/or other required forms
July 31, 2024	Submit Reimbursement Request and Progress Report
October 31, 2024	Submit Reimbursement Request and Progress Report
January 31, 2025	Submit Reimbursement Request and Progress Report
April 30, 2025	Submit Reimbursement Request and Progress Report
July 31, 2025	Grant Agreement End Date
September 14, 2025	Submit Final Reimbursement Request and Closeout Report

HSGP Performance Period: September 1, 2023 to August 31, 2026

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

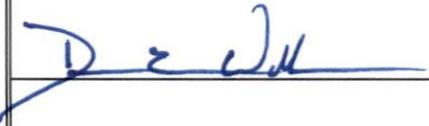
SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

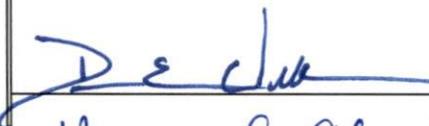
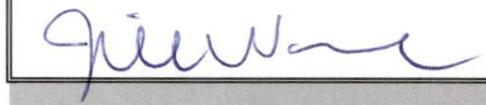
Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION GRAYS HARBOR COUNTY EMERGENCY MANAGEMENT	DATE SUBMITTED 10/31/2023
PROJECT DESCRIPTION 2023 SHSP	CONTRACT NUMBER E24-127

1. AUTHORIZING AUTHORITY

SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	DARRIN E. WALLACE	SHERIFF/DIRECTOR OF EM

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

SIGNATURE	PRINT OR TYPE NAME	TITLE
	DARRIN E. WALLACE	SHERIFF/DIRECTOR OF EM
	HANNAH CLEVERLY	DEPUTY DIRECTOR OF EM
	JILL WARNE	CHAIRMAN/COMMISSIONER

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

SIGNATURE	PRINT OR TYPE NAME	TITLE
	DARRIN E. WALLACE	SHERIFF/DIRECTOR OF EM
	HANNAH CLEVERLY	DEPUTY DIRECTOR OF EM

INSTRUCTIONS FOR SIGNATURE AUTHORIZATION FORM

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

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

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

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

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME GRAYS HARBOR COUNTY		Doing business as (DBA) GRAYS HARBOR COUNTY EM	
ADDRESS 100 W BROADWAY AVE SUITE 3 MONTESANO, WA 98563	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI) 145-001-199	Federal Employer Tax Identification #: 91-6001320
This certification is submitted as part of a request to contract.			

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

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

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

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

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

Bidder or Contractor Signature: _____



Date: _____

11-1-23

Print Name and Title: DARRIN WALLACE, SHERIFF

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

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

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

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

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

Why am I required to sign this certification?

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

What is Executive Order 12549?

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

What is the purpose of this certification?

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

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

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

What or who is a "lower tier participant"?

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

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

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

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

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



Public Safety Committee

Kim Sinner City Council Position #1

Subject: Motion to address and look at how we as a community fund the Police Department.

The Public Safety Committee would form a public safety subcommittee with equal representation of citizens and council to begin the process of creating a maintenance and operation levy proposal to fund the Cosmopolis Police Department.

Subcommittee proposal to be completed by June 30th 2024