# Kitsap 911 Executive Committee Meeting
## October 13, 2021 ~ 1:00 PM to 3:00 PM
## Via Zoom

# A G E N D A

1. Call to Order (Chair)
2. Public Comment (limited to 2 minutes per speaker) (Chair)
3. Approval of Minutes 09/22/2021 (Chair)
4. Approval of Payment of Claims- Fund 89822 (Operating Fund) (Chair)
   a. A/P Warrant Numbers 4444 through 4495
      Total $318,165.89
   b. Payroll Dated: 10/07/2021
      Total: $295,552.74
   c. Electronic Payments: 08/01/21-08/31/2021
      Total: $178.65

5. Ratification of Executed Contracts
   a. K911-045, Washington State Military Department NG911, 08/09/2019-03/31/2022, $165,000.00 (Kirton)

   b. K911-046, Saybr Contractors Inc, 10/01/2021 -04/30/2022, $153,117.75 (Kirton)

6. Action Item-None

7. Discussion Items & Reports
   a. Amendment to 2021 Budget (Rogers)

   a. Executive Director Actions Under Resolution 2020-003 (Kirton)
      i. None
   b. Staffing Report (Jameson-Owens)
   c. 2021 Work Plan & Goals and Projects Update (Wecker)
   d. Emerging Issues
      i. Proposition 2 (Kirton)
      ii. WCIA Cyber Policy Renewal (Kirton)

8. Good of the Order

9. Adjourn

Topic: Kitsap 911 Executive Committee Virtual Meeting
Time: Oct 13, 2021 1:00 PM Pacific Time (US and Canada)

Join Zoom Meeting
https://us06web.zoom.us/j/85398512402?pwd=aDJsemU3VTF0dmI1SkIyUW5tQTdNdz09

Meeting ID: 853 9851 2402

Passcode: 911
One tap mobile
+12532158782,,85398512402#,,,,*911# US (Tacoma)
+13462487799,,85398512402#,,,,*911# US (Houston)

Dial by your location
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 720 707 2699 US (Denver)
- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 301 715 8592 US (Washington DC)

Meeting ID: 853 9851 2402
Passcode: 911
Find your local number: https://us06web.zoom.us/u/kbZPyg0MzA

# Kitsap 911 Executive Committee Meeting of September 22, 2021

The Kitsap 911 Executive Committee met via a virtual zoom meeting. Present were: Director Dusty Wiley (Chair), Director David Ellingson, Director Greg Wheeler, Director John Gese, Ken Bagwell Legal Counsel for Kitsap 911, Strategic Advisory Board Vice Chair Chief Jeff Faucett, Executive Director Richard Kirton, Deputy Director Maria Jameson-Owens, Finance Manager Steve Rogers, Technical Systems Manager Brandon Wecker and Administrative Specialist Stephanie Browning.
Absent: Director Becky Erickson and Strategic Advisory Committee Chair Chief Joe Clark

**Call to Order.** Chair Dusty Wiley called the meeting to order at 1300.

**Public Comment:** None

**Additions:** None

**Approval of Minutes from 08/25/2021:** Director David Ellingson made a motion to approve the minutes from 08/25/2021. Motion was seconded by Director Greg Wheeler.

**Additions:** None

**Approval of Payment of Claims-Fund 89822:**

**Director David Ellingson moved approval of A/P 4405 through 4443 Total $140,379.39.**
**Payroll dated 09/03/2021 and 09/17/2021 Total $987,830.39.**
**Motion was seconded by Director Dusty Wiley Motion Passed.**

**Ratification of Executed Contract:**
None

**Executive Director Actions Under Resolution 2020-003-**
No Actions taken

**Finance Report-**
Finance Manager Steve Rogers reported for the month ending August 31, 2021. The revenue actuals have been meeting expectation. Some fluctuation in other revenues have resolved this month. Overall, we have received 8 million in total revenues and approximately 6.4 million has been expended. Salaries and benefits are below budget. No risks reported.

**Staffing Report-**
Deputy Director Maria Jameson-Owens reported There are 12.5 vacant position in operations. A new trainee position recruitment is open now until October 8th with a start date in January. The current classes in the academy are headed in the floor for work in three weeks.

**2020 and 2021 Goals and Tech Projects Update**
Technical Systems Manager Brandon Wecker updated on the following projects:

Ratio System Update- Kitsap 911 has completed the first round of antenna repairs and have identified other areas needing repair. There is an 8-week lead time on the parts and will have an updated timeline in the Nov/Dec meeting.

2019-05 ASAP to PSAP- This project allows alarm companies to automatically generate messages through the state that switch into Kitsap 911 CAD system. Testing has been successfully completed and technicians are working on resolving issues that were identified during testing. The expectation is still to go live with this system in November.

105-Draft RFP for design and build of the radio replacement – Kitsap 911 is continuing to work to get the RFP out to bid. While writing the RFP it was clear there needed to be two separate ones. Mark Nelson is putting the finishing touches on the RFP and then it will go to the radio steering committee for review.

2019-32 Closest Fire Unit Dispatch – The run cards have been updated and technicians are working with the vendor to resolve some issues with AVL and shared units.

37 Replace Gold Mt Fuel Tank- The vendor has been selected and working on finalizing the contract. Since the project scope has changed the timeline for completion has changed. Director Ellingson said he is fine changing the date to reflect what the actual schedule will be.

107- Establish Governance and Design CAD to CAD Interface (Pierce)- The governance group has been established and will include Kitsap 911 staff, boarder fire chiefs and South Sound 911. The first meeting regarding this will take place in October.

20219-20 Alerting- There continues to be progress. PURVIS sent actual employees to install instead of consultants from BEARCOM, a separate vendor. The upgrades of all station monitors have been completed and everyone except Bainbridge Island Fire has signed off that they were completed.

**Emerging Issues-**

Proposition 2- Executive Director Richard Kirton informed that the Proposition 2 mailer is finalized, and a copy was included in the agenda packet. The mailers are at the print show and the mail house should have it go out the same time as the ballots. The Fire Chiefs are doing a great job on the presentations to the community groups. He is working with the Chiefs to put together a virtual town hall. There was a no statement written and included in the voter pamphlet.

**Good of the Order-**

Mr. Kirton reported Finance Manager Steve Rogers is moving out of state. The good news is he will continue to work for Kitsap 911 remotely and he believes he can perform the full scope of his duties remotely. The Committee was supportive of this and glad to be able to keep him as a part of the staff.

**Adjournment 13:21**

**The next regular meeting of the Kitsap 911 Executive Committee will be October 13, 2021.**

# ACCOUNTS PAYABLE

Kitsap 911

Warrant # 4444-4464

As Of: 09/27/2021

Time: 13:17:35 Date: 09/23/2021



| Accts Pay # | Received | Date Due | | Vendor | Amount | Memo |
|---|---|---|---|---|---|---|
| 4835 | 09/20/2021 | 09/27/2021 | 153 | A T & T MOBILITY II LLC | 37.88 | 08/08-09/07/2021 |
| 4834 | 09/20/2021 | 09/27/2021 | 407 | AES CONSULTANTS, INC | 1,200.00 | 21-0805 |
| 4836 | 09/20/2021 | 09/27/2021 | 322 | CENTURYLINK | 127.28 | 08/04-09/03/21 |
| 4837 | 09/23/2021 | 09/27/2021 | 461 | CHEVRON AND TEXACO | 75.00 | Current Statement Balance |
| 4839 | 09/15/2021 | 09/27/2021 | 188 | DATEC INCORPORATED | 26,127.30 | 21-0604 |
| 4840 | 09/15/2021 | 09/27/2021 | 188 | DATEC INCORPORATED | 2,328.24 | 21-0623 |
| 4841 | 09/15/2021 | 09/27/2021 | 188 | DATEC INCORPORATED | 2,047.46 | 21-0405F |
| 4842 | 09/20/2021 | 09/27/2021 | 190 | DELL MARKETING L.P. | 4,148.29 | 21-0714 |
| 4843 | 09/20/2021 | 09/27/2021 | 198 | FEDEX | 17.21 | Statement 09/03/2021 |
| 4844 | 09/20/2021 | 09/27/2021 | 455 | FINE ARTS LITHO, INC. | 504.13 | We're Hiring Stake Signs |
| 4845 | 09/20/2021 | 09/27/2021 | 201 | GTP ACQUISITION PARTNERS I LLC | 10.96 | View Park |
| 4846 | 09/20/2021 | 09/27/2021 | 376 | KITSAP COUNTY I.S. DEPT | 45,807.27 | July- Sept 2021 |
| 4847 | 09/20/2021 | 09/27/2021 | 216 | LANGUAGE LINE SERVICES, INC. | 274.42 | 08/01-08/31/2021 |
| 4848 | 09/17/2021 | 09/27/2021 | 217 | LEGACY TELECOMMUNICATIONS | 9,068.43 | Annual Generator Inspections And Maintenance |
| 4838 | 09/23/2021 | 09/27/2021 | 235 | PHILLIPS 66 CO/SYNCB | 180.81 | Current Balance As Of 09/23/21 |
| 4849 | 09/20/2021 | 09/27/2021 | 241 | PUGET SOUND ENERGY | 10,017.22 | September 2021 |
| 4852 | 09/20/2021 | 09/27/2021 | 289 | SOUTH KITSAP FIRE & RESCUE | 1,324.51 | Tmobile August 2021 Split |
| 4853 | 09/20/2021 | 09/27/2021 | 249 | SPOK, INC. | 27.66 | 09/01-09/30/2021 |
| 4851 | 09/20/2021 | 09/27/2021 | 250 | SPRINT, NEXTEL OF CALIFORNIA, INC | 19.93 | 08/12-09/11/2021 |
| 4850 | 09/20/2021 | 09/27/2021 | 311 | T-MOBILE | 10.23 | 07/21-09/20/21 |
| 4854 | 09/20/2021 | 09/27/2021 | 273 | TPSC | 100,659.11 | October 2021 Benefits |
| 4855 | 09/20/2021 | 09/27/2021 | 264 | VERIZON WIRELESS | 15,248.26 | 08/11-09/10/21 |
| 4856 | 09/20/2021 | 09/27/2021 | 264 | VERIZON WIRELESS | 1,168.14 | 08/11-09/10/2021 |
| 4857 | 09/20/2021 | 09/27/2021 | 267 | WCP SOLUTIONS | 703.81 | 21-0914 |
| | | | | Report Total: | 221,133.55 | |

STATE OF WASHINGTON - COUNTY OF KITSAP

I, the undersigned, do hereby certify under penalty or perjury that the materials have been furnished, the services rendered, the labor performed as described herein, and that the claims are just, due and unpaid obligations against Kitsap 911, and that I am authorized to authenticate and certify said claims.

APPROVED BY
AUDITING OFFICER — Stan Rozar — 09/24/2021

ATTACHED DOCUMENTS ARE ORIGINALS
AND CERTIFIED BY
EXECUTIVE COMMITTEE CHAIR — 9/23/2021

# ACCOUNTS PAYABLE

Kitsap 911

Warrant # 4465 - 4478
As Of: 10/04/2021

Time: 11:40:11 Date: 10/01/2021
Page: 1

| Accts Pay # | Received | Date Due | | Vendor | Amount | Memo |
|---|---|---|---|---|---|---|
| 4866 | 09/30/2021 | 10/04/2021 | 154 | ABM JANITORIAL SERVICES | 1,391.98 | September Janitorial Services |
| 4867 | 09/27/2021 | 10/04/2021 | 172 | CENTURYLINK | 6,691.15 | 09/16-10/16 |
| 4868 | 09/27/2021 | 10/04/2021 | 203 | HIS HANDS LAWN CARE | 878.54 | October 2021 Landscaping Services |
| 4869 | 09/27/2021 | 10/04/2021 | 511 | LAILA AL-AGHA | 1,200.00 | Training Video |
| 4872 | 09/27/2021 | 10/04/2021 | 226 | MAGNUM PRINT SOLUTION | 207.08 | 21-0928A |
| 4870 | 09/27/2021 | 10/04/2021 | 507 | NORTHWEST OPEN ACCESS NETWORK | 312.00 | September 2021 COVID |
| 4871 | 09/27/2021 | 10/04/2021 | 538 | OLYMPIC PRESORT | 47,628.00 | Pro 2 Information Mailer |
| 4873 | 09/27/2021 | 10/04/2021 | 434 | PACIFIC AIR CONTROL, INC | 412.46 | Gold Mt Tower Maintenance |
| 4874 | 09/27/2021 | 10/04/2021 | 434 | PACIFIC AIR CONTROL, INC | 412.46 | Simon Point Tower Mainenance |
| 4875 | 09/27/2021 | 10/04/2021 | 434 | PACIFIC AIR CONTROL, INC | 412.83 | Teal Lake Tower Maintence |
| 4876 | 09/27/2021 | 10/04/2021 | 434 | PACIFIC AIR CONTROL, INC | 412.46 | HansvilleTower Maintenence |
| 4877 | 09/27/2021 | 10/04/2021 | 434 | PACIFIC AIR CONTROL, INC | 412.46 | View Park Tower Maintenance |
| 4878 | 09/27/2021 | 10/04/2021 | 434 | PACIFIC AIR CONTROL, INC | 412.46 | Mandus Olsen Tower Maintenance |
| 4879 | 09/27/2021 | 10/04/2021 | 434 | PACIFIC AIR CONTROL, INC | 412.46 | Orchard Heights Tower Maintenance |
| 4881 | 09/27/2021 | 10/04/2021 | 434 | PACIFIC AIR CONTROL, INC | 411.70 | Purdy Tower Maintenance |
| 4883 | 09/27/2021 | 10/04/2021 | 434 | PACIFIC AIR CONTROL, INC | 412.46 | East 30 Tower Maintenance |
| 4884 | 09/27/2021 | 10/04/2021 | 434 | PACIFIC AIR CONTROL, INC | 412.46 | Suquamish Tower Maintenance |
| 4885 | 09/27/2021 | 10/04/2021 | 261 | PETEK & ASSOCIATES | 3,465.00 | July 2021 Pre Employment Evaluations |
| 4886 | 09/27/2021 | 10/04/2021 | 436 | PRINTING SERVICES, INC | 43.60 | Business Cards |
| 4887 | 09/27/2021 | 10/04/2021 | 240 | PUBLIC UTILITY DISTRICT | 193.03 | 08/11-09/09/21 |
| 4889 | 09/27/2021 | 10/04/2021 | 527 | SOTI INC | 2,251.36 | 21-0927A |
| 4888 | 09/27/2021 | 10/04/2021 | 255 | TFS LEASING A PROGRAM OF DE LAGE | 1,382.19 | 09/15-10/14/2021 |
| 4890 | 09/27/2021 | 10/04/2021 | 266 | WA STATE PATROL | 1,800.00 | 3rd Quarter Access User Fees |
| | | | | Report Total: | 71,568.14 | |

STATE OF WASHINGTON - COUNTY OF KITSAP
I, the undersigned, do hereby certify under penalty or perjury that the materials have been furnished, the services rendered, the labor performed as described herein, and that the claims are just, due and unpaid obligations against Kitsap 911, and that I am authorized to authenticate and certify said claims.

APPROVED BY
AUDITING OFFICER — Stan Pozz — 10/1/21

ATTACHED DOCUMENTS ARE ORIGINALS
AND CERTIFIED BY
EXECUTIVE COMMITTEE CHAIR — 10/1/2021

# ACCOUNTS PAYABLE

Kitsap 911

Warrant # 4479-4495
As Of: 10/11/2021

Time: 13:59:51 Date: 10/07/2021
Page: 1

| Accts Pay # | Received | Date Due | | Vendor | Amount | Memo |
|---|---|---|---|---|---|---|
| 4891 | 10/05/2021 | 10/11/2021 | 155 | APCO INTERNATIONAL | 2,401.00 | 2022 APCO Membership Dues |
| 4892 | 10/05/2021 | 10/11/2021 | 479 | AT&T MOBILITY LLC | 257.68 | 09/19-10/19/21 |
| 4894 | 10/05/2021 | 10/11/2021 | 461 | CHEVRON AND TEXACO | 168.08 | Current Receipts As Of 10/04/21 |
| 4893 | 10/05/2021 | 10/11/2021 | 174 | CITY OF BREMERTON | 723.71 | 08/02-09/07/21 |
| 4895 | 10/03/2021 | 10/11/2021 | 483 | CONNECTWISE | 942.25 | 10/01-10/31/2021 |
| 4896 | 10/01/2021 | 10/11/2021 | 190 | DELL MARKETING L.P. | 4,067.88 | 21-0923B |
| 4897 | 10/05/2021 | 10/11/2021 | 198 | FEDEX | 17.91 | Statment As Of 09/24/2021 |
| 4898 | 10/04/2021 | 10/11/2021 | 204 | HOLADAY PARKS, INC. | 2,953.90 | 21-1004b |
| 4899 | 10/07/2021 | 10/11/2021 | 519 | NATIONAL TESTING NETWORK | 46.00 | ECOMm Testing 2021-0927 |
| 4900 | 10/07/2021 | 10/11/2021 | 434 | PACIFIC AIR CONTROL, INC | 412.46 | Newberry Hil 20-0910 |
| 4901 | 10/07/2021 | 10/11/2021 | 434 | PACIFIC AIR CONTROL, INC | 476.88 | NewberryHill Repairs |
| 4902 | 10/07/2021 | 10/11/2021 | 434 | PACIFIC AIR CONTROL, INC | 2,056.83 | Gold Mt Tower Repairs WO#28650 |
| 4903 | 10/07/2021 | 10/11/2021 | 434 | PACIFIC AIR CONTROL, INC | 194.57 | Suquamish Tower Repairs |
| 4904 | 10/07/2021 | 10/11/2021 | 434 | PACIFIC AIR CONTROL, INC | 661.63 | View Park Repairs WO # 28629 |
| 4905 | 10/05/2021 | 10/11/2021 | 232 | PENINSULA LIGHT CO. | 60.17 | 08/15-09/15/2021 |
| 4906 | 10/05/2021 | 10/11/2021 | 235 | PHILLIPS 66 CO/SYNCB | 42.78 | Current Statement Balance |
| 4907 | 10/05/2021 | 10/11/2021 | 239 | POWERDMS | 2,773.69 | 11/07-11/06/2022 |
| 4908 | 10/05/2021 | 10/11/2021 | 457 | SHELL SMALL BUSINESS | 67.46 | Current Receipts As Of 10/07/2021 |
| 4909 | 09/28/2021 | 10/11/2021 | 539 | SILKE COMMUNICATIONS SOLUTIONS, INC. | 591.93 | 21-0514 |
| 4910 | 10/05/2021 | 10/11/2021 | 311 | T-MOBILE | 10.23 | 08/20-09/20/21 |
| 4911 | 10/02/2021 | 10/11/2021 | 478 | ZONES IT SOLUTIONS INC | 1,632.65 | 21-0929c |
| 4912 | 10/02/2021 | 10/11/2021 | 478 | ZONES IT SOLUTIONS INC | 4,904.51 | 21-0714a |
| | | | | Report Total: | 25,464.20 | |

STATE OF WASHINGTON - COUNTY OF KITSAP

I, the undersigned, do hereby certify under penalty or perjury that the materials have been furnished, the services rendered, the labor performed as described herein, and that the claims are just, due and unpaid obligations against Kitsap 911, and that I am authorized to authenticate and certify said claims.

APPROVED BY
AUDITING OFFICER — Stan Rogers — 10/8/21 — 10/08/2021

ATTACHED DOCUMENTS ARE ORIGINALS
AND CERTIFIED BY
EXECUTIVE COMMITTEE CHAIR — 10/7/2021

Department of Revenue
Washington State

# Combined Excise Tax Return

604-008-144
KITSAP 911 PUBLIC AUTHORITY

**Filing Period:** August 31, 2021 **Due Date:** September 27, 2021

**Filing Frequency:** Monthly

## State Sales and Use

| Tax Classification | Gross Amount | Deductions | Taxable Amount | Tax Rate | Tax Due |
|---|---|---|---|---|---|
| Use Tax | 1,985.00 | 0.00 | 1,985.00 | 0.065000 | 129.03 |
| | | | | **Total State Sales and Use** | 129.03 |

## Local City and/or County Use Tax/Deferred Sales Tax

| Location | Taxable Amount | Tax Rate | Tax Due |
|---|---|---|---|
| 1801 - BREMERTON | 1,985.00 | 0.025000 | 49.63 |
| **Total Local City and/or County Use Tax/Deferred Sales Tax** | | | 49.63 |

| | |
|---|---|
| **Total Tax** | **178.66** |
| **Subtotal** | **178.66** |
| **Total Amount Owed** | **178.66** |

| | |
|---|---|
| **Prepared By:** | Steve Rogers |
| **E-Mail Address:** | srogers@kitsap911.org |
| **Submitted Date:** | 9/17/2021 |
| **Confirmation #:** | 0-022-226-990 |
| **Payment Type:** | ACH Debit/E-Check |
| **Amount:** | $178.66 |
| **Effective Date:** | 9/27/2021 |

Prepared by: Steve Rogers Date: 09/17/2021
Steve Rogers, Finance Manager

Reviewed by: _____ Date: 10/11/21
Richard Kirton, Executive Director

Approved by: _____ Date: _____
Executive Committee Board Member

# Kitsap 911

## AFFIDAVIT FOR PAYROLL ISSUE

**Pay Date:** **10/01/2021**
**Pay Period:** **09/13/2021** **to** **09/26/2021**

| Pay Detail - 89822 | |
|---|---|
| **Item** | **Amount** |
| Net Payroll | $ 174,798.83 |
| 941 Tax (Withholding, Social Security & Medicare) | 67,829.76 |
| Unemployment | 1,235.33 |
| Labor & Industries | 1,193.73 |
| PFMLA | 1,020.11 |
| PERS 2 & PERS 3 | 42,217.25 |
| Washington State Deferred Comp | 2,146.21 |
| ICMARC Deferred Comp and IRA | 2,442.22 |
| AFLAC | 966.80 |
| Guild Dues | 1,702.50 |
| **Total Payroll** | **$ 295,552.74** |

| Healthcare & Other Benefits/Deductions - Paid from Accounts Payable or by EFT | | | |
|---|---|---|---|
| **Item** | **Employee Portion** | **Kitsap 911 Portion** | **Total** |
| PPO 100 | $ 3,995.92 | $ 34,710.71 | **$ 38,706.63** |
| Kaiser HMO | 618.16 | 3,502.80 | **4,120.96** |
| Delta Dental | 510.77 | 2,714.43 | **3,225.20** |
| Life Insurance | 153.43 | 309.54 | **462.97** |
| **Total Health Care & Other Benefits/Deductions** | | | **$ 46,515.76** |

I, the undersigned, do hereby certify that the payroll for the period listed above is just, true and correct; that the persons whose names appear thereon actually performed labor; that the amounts are actually due and unpaid, and the salary warrants and related benefits warrant shall be issued.

**Payroll Amount Approved:** **$ 342,068.50**
**Transferred to Payroll Account** **$ 295,552.74**

Stan Rogers — 09/29/2021
**Prepared By** **DATE**

**Authorized Signature** — 9/29/21
**DATE**

**Executive Committee Chair** **DATE**

**KITSAP 911**

# CONTRACT REVIEW SHEET

**(Kitsap 911 Governing Directive #60 -Purchasing and Contracting)**

## A. GENERAL INFORMATION

1. Contractor: Washington State Military Department
2. Purpose: 911 Grant Program
3. Contract Amount: $165,000 Disburse [ ] Receive [X]
4. Contract Term: 08/09/2019-03/21/2022
5. Contract Administrator: Richard Kirton Phone: 360.307.5800

**Approved:** Richard Kirton **Date** 10/07/2021

*Executive Director*

## B. ACCOUNTING INFORMATION

1. Contract Control Number: K911-045
2. Fund Name: Kitsap 911 Operations
3. Payment from-Revenue to CC/Account Nbr:
4. **Encumbered By** **Date**

## C. RISK MANAGER REVIEW

1. [ ] Approved [ ] Not Approved

**Reviewer** **Date**

2. Comments: No review state sontract

## D. ATTORNEY REVIEW

1. [ ] Approved [ ] Not Approved

**Reviewer** **Date**

2. Comments: No Review state contract

## H. CERTIFICATION BY CONTRACT ADMINISTRATOR: THIS CONTRACT IS READY FOR CONSIDERATION BY THE AUTHORIZED CONTRACT SIGNER.

**(For contract signing authority, see Kitsap 911 Govening Directive # Purchasing and Contracting)**

_____ _____

**Ratification by Kitsap 911 Executive Committee Chair** **Date**

**Washington State Military Department**
**NG911 NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION (NHTSA)**
**FEDERAL GRANT AGREEMENT FACE SHEET**

| | | |
|---|---|---|
| 1. Subrecipient Name and Address:<br>**Kitsap 911**<br>**911 Carver Street**<br>**Bremerton, WA 98312-4300** | 2. Total Grant Amount:<br>**$165,000.00** | 3. Grant Number:<br>**E22-048-Revised** |
| 4. Subrecipient Contact Person, phone/email:<br>**Richard Kirton 360-507-5900**<br>**rkirton@kitsap911.org** | 5. Grant Start Date:<br>**August 9, 2019** | 6. Grant End Date:<br>**March 31, 2022** |
| 7. Department Program Manager, phone/email:<br>**Lisa Barbier, 253-512-7015**<br>**lisa.barbier@mil.wa.gov** | 8. Data Universal Numbering System (DUNS):<br>**198025467** | 9. UBI # (state revenue):<br>**n/a** |

10. Funding Authority: **Washington State Military Department** ( "DEPARTMENT"), and **National Highway Traffic Safety Administration ("NHTSA")**

| | | |
|---|---|---|
| 11. Unique Federal Award Identification Number (FAIN)#:<br>**69N37619300000911WA0** | 12. Program Index #<br>**793C3** | 13. Catalog of Federal Domestic Asst. (CFDA) # & Title:<br>**20.615 911 Grant Program** |
| 14. Total Federal Award Amount: **$2,862,056** | 15. Federal Award Date: **8/9/2019** | |
| 16. Service Districts:<br>(BY LEGISLATIVE DISTRICT): 23, 26, 35<br>(BY CONGRESSIONAL DISTRICT): 6 | 17. Service Area by County(ies):<br>**Kitsap** | 18. Women/Minority-Owned, State Certified?<br>☒ N/A ☐ NO ☐ YES, OMWBE # |

| | |
|---|---|
| 19. Contract Classification:<br>☐ Personal Services ☐ Client Services ☒ Public/Local Gov't<br>☐ Collaborative Research ☐ A/E ☐ Other | 20. Contract Type (check all that apply):<br>☐ Contract ☒ Grant ☒ Agreement<br>☐ Intergovernmental (RCW 39.34) ☐ Interagency |
| 21. Contractor Selection Process:<br>☒ "To all who apply & qualify" ☐ Competitive Bidding<br>☐ Sole Source ☐ A/E RCW ☐ N/A<br>☐ Advertised? ☐ YES ☐ NO | 22. Contractor Type (check all that apply)<br>☐ Private Organization/Individual ☐ For-Profit<br>☒ Public Organization/Jurisdiction ☒ Non-Profit<br>☐ VENDOR ☒ SUBRECIPIENT ☒ OTHER |

23. PURPOSE/DESCRIPTION:
The NG911 Advancement Act provides new funding for grants to be used for the implementation and operation of 911 services, E911 services, migration to an Internet Protocol (IP)-enabled emergency network, and adoption and operation of Next Generation (NG)911 services and applications; the implementation of IP-enabled emergency services and applications enabled by NG911 services, including the establishment of IP backbone networks and the application layer software infrastructure needed to interconnect the multitude of emergency response organizations; and training public safety personnel, including call-takers, first responders, and other individuals and organizations who are part of the emergency response chain in 911 services.
The DEPARTMENT is Recipient and Pass-through Entity of the 911 Grant Program Award, which is incorporated in and attached as Attachment F, and is making a subaward of Federal award funds to the SUBRECIPIENT pursuant to this agreement. The SUBRECIPIENT is accountable to the DEPARTMENT for use of Federal award funds provided under this Agreement and the associated matching funds.

IN WITNESS WHEREOF, the DEPARTMENT and SUBRECIPIENT have executed this Agreement as of the date and year specified below. This Agreement Face Sheet; Special Terms and Conditions (Attachment A); General Terms and Conditions (Attachment B); Statement of Work and/or Description of Project (Attachment C); Project Development Schedule (Attachment D); Project Budget (Attachment E); NHTSA Award Letter (Attachment F), Audit Certification and Federal Funding Accountability and Transparency Act (FFATA) Reporting Form (Attachment G); and Debarment Certification Form (Attachment H) govern the rights and obligations of the Parties to this Agreement.

In the event of an inconsistency in this Agreement, unless otherwise provided, the inconsistency shall be resolved by giving precedence in the following order:

**(a) Applicable Federal and State Statutes and Regulations,**
**(b) Agency Award Letter, Addendum, and Special Conditions,**
**(c) Statement of Work and/or Project Description,**
**(d) Special Terms and Conditions,**
**(e) General Terms and Conditions, and**
**(f) Other provisions of the Agreement incorporated by reference.**

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.

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 State Military Department

APPROVED AS TO FORM
Signature on File 11/15/2019
Dawn C. Cortez, Assistant Attorney General Date

FOR THE SUBRECIPIENT:

_____ 10/7/21
Signature Date
Richard Kirton, Executive Director
Kitsap 911 (CENCOM)

## SPECIAL TERMS AND CONDITIONS

### ARTICLE I. KEY PERSONNEL:

The individuals listed below shall be considered Key Personnel for point of contact under this Agreement; however, either party may designate a substitute by advance written notification to the other party.

SUBRECIPIENT: DEPARTMENT:

| | | | |
|---|---|---|---|
| Name | **Richard Kirton** | Name | **Lisa Barbier** |
| Title | **Executive Director** | Title | **Statewide Services Program Manager** |
| E-Mail | **rkirton@kitsap911.org** | E-Mail | **lisa.barbier@mil.wa.gov** |
| Phone | **360-307-5900** | Phone | **253-512-7015** |
| Name | **Brandon Wecker** | Name | **Cathy Jones-Gooding** |
| Title | **Technical Systems Manager** | Title | **SECO Deputy of Operations** |
| E-Mail | **bwecker@kitsap911.org** | E-Mail | **cathy.jones-gooding@mil.wa.gov** |
| Phone | **360-307-5860** | Phone | **253-512-7482** |
| Name | **Steve Rogers** | Name | **Adam Wasserman** |
| Title | **Financial Manager** | Title | **Washington State 911 Coordinator** |
| E-Mail | **srogers@kitsap911.org** | E-Mail | **adam.wasserman@mil.wa.gov** |
| Phone | **360-307-5802** | Phone | **253-512-7468** |

### ARTICLE II. ADMINISTRATIVE REQUIREMENTS:

The SUBRECIPIENT shall comply with all applicable statutes and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by The National Telecommunications and Information Administration (NTIA) and The National Highway Traffic Safety Administration (NHTSA) also referred to as (the Agencies) applicable to the 911 Grant Program including, but not limited to, all criteria, restrictions, and requirements of the 911 Grant Program Notice of Funding Opportunity (NOFO) and the 911 Grant Program Revision to the NOFO available at https://www.grants.gov/web/grants/view-opportunity.html?oppId=307868 and https://mil.wa.gov/911-grants all of which are incorporated by reference. The Award Letter and its attachments are incorporated in this Agreement as Attachment F.

(a) 47 CFR Part 400, 911 Grant Program

(b) 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements, including Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters

(c) 2 CFR Part 1201, Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

(d) 2 CFR Part 1327, Department of Commerce, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

(e) 2 CFR Part 25, Financial Assistance Use of Universal Identifier and System for Award Management

(f) 2 CFR Part 170, Reporting Sub-award and Executive Compensation Information

(g) Whistleblower protections, including 10 U.S.C. 2409, 41 U.S.C 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310

(h) Executive Order 13043, Increasing Seat Belt Use in the United States

(i) Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving

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.

## ARTICLE III. STATE AND FEDERAL REQUIREMENTS FOR 911 GRANT PROGRAM:

The following requirements apply to the 911 Grant Program administered by the DEPARTMENT:

### A. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

1. The SUBRECIPIENT must make a case-by-case determination whether each agreement it makes for the disbursement of 911 grant funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.
2. If the SUBRECIPIENT becomes a pass-through entity by making a subaward to a non-federal entity as its SUBRECIPIENT:
   a. The SUBRECEIPIENT must comply with all federal laws and regulations applicable to pass-through entities of 911 Grant Program funds, but not limited to, those contained in 2 CFR 200.
   b. The SUBRECIPIENT shall require any of its SUBRECIPIENTS 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 the Agencies applicable to the 911 Grant Program; including, but not limited to, all criteria, restrictions, and requirements of the 911 Grant Program NOFO and the 911 Grant Program Revision to the NOFO available at https://www.grants.gov/web/grants/view-opportunity.html?oppId=307868 and https://mil.wa.gov/911-grants all of which are incorporated herein by reference. The Award Letter and its attachments are incorporated in this Agreement as Attachment F.
   c. The SUBRECIPIENT shall be responsible to the DEPARTMENT for ensuring all 911 Grant Program federal award funds, and associated matching funds provided to the SUBRECIPIENT are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions for the federal award.

### B. PROJECT FUNDING

The DEPARTMENT will administer the 911 Grant Program and will pass through the federal match. The SUBRECIPIENT commits to providing the required local match.

The 911 Grant Program requires cost sharing, also known as a matching fund requirement. By statute, the Federal share of the cost of any activity carried out under the 911 Grant Program may not exceed 60 percent of the eligible cost of carrying out grant activities. Matching funds may be in the form of either cash or in-kind contributions consistent with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200.

1. In-kind contributions must be allowable project expenses. The Agencies encourage applicants to thoroughly consider potential sources of in-kind contributions that, depending on the property or service and the applicable Office of Management and Budget (OMB) cost principles, could include employee or volunteer services; equipment; supplies; indirect costs, computer hardware and software; and use of facilities. The total cost of the project (total project cost) for the purposes of this Agreement is **$275,000.00** dollars; PROVIDED that, if the total cost of the project when completed, or when this Agreement is terminated, is actually less than above, the actual cost shall be substituted herein.
2. The value of the contributions by the SUBRECIPIENT to the project shall be **$110,000.00** dollars, or **40** percent, at minimum, of the total project cost. The SUBRECIPIENT's contributions may be cash or in-kind, must be from a non-federal source, must be reasonable, allowable and allocable, must be an eligible use described in subsection 6.a., below, not be an ineligible cost described in subsection 6.b. below, and must comply with all Federal requirements and regulations.
3. The federal contribution to this project will be **$165,000.00** dollars, or **60** percent of the total project cost, whichever is less.
4. The DEPARTMENT shall not be obligated to pay any amount beyond that set out in Subsection B.3, unless that additional amount has been approved in advance by both the DEPARTMENT and SUBRECIPIENT and is incorporated by a written amendment into this Agreement.
5. A written amendment will be required if the SUBRECIPIENT expects cumulative transfers between project budgets, as identified in the Project Budget (Attachment E) and the Statement of Work and/or Description of Project (Attachment C), to exceed 10% of the Grant Agreement amount. Any changes to project budgets other than in compliance with this paragraph will not be reimbursed.
6. SUBRECIPIENTS may only use funds awarded under the 911 Grant Program to pay for eligible costs. Eligible costs are consistent with the cost principles identified in 2 CFR Part 200, including Subpart E of

such regulations and in the 911 Grant Program's authorizing legislation. In addition, costs must be reasonable, necessary, allocable and allowable for the proposed project and conform to generally accepted accounting principles. Grant funds may be used to cover only eligible costs incurred during the period of performance.

a. Eligible uses for 911 Grant Fund:

i. Personnel costs, including salaries and fringe benefits for staff and consultants required for the implementation of NG911 services (such as project managers, program directors, subject matter experts, grant administrators, financial analysts, accountants, and attorneys).

ii. Contractual costs associated with carrying out programmatic activities of the 911 Grant, including for the provision of NG911 services or for consulting services. Recipients are responsible for monitoring the activities and expenditures of vendors and are responsible for ensuring that all solicitation documents reflect activities within the scope of the 911 Grant Program.

iii. Costs to purchase hardware, software, and hosted services associated with enabling NG911 calls to be received, processed and dispatched. Recipients must specify that the purchase of hardware, software, and/or services comply with current NG911 standards, as listed in the Department of Homeland Security's SAFECOM guidance available at https://www.dhs.gov/safecom. Each individual product, however, need-not-meet every listed standard.

iv. Training costs directly related to NG911 implementation for public safety personnel. The "Recommended Minimum Training Guidelines for Telecommunicators" available at https://www.nena.org/page/trainingguidelines must serve as a base level for the training provided. Recipients must submit documentation describing the training being provided, which identifies the included elements from the Minimum Training Guidelines.

v. Costs to operate the NG911 system as a dual system to the current legacy 911 system, until the legacy E911 or 911 system is shut down and the system is fully operational using only NG911 technology.

b. Ineligible uses for the 911 Grant Fund:

i. Costs unallowable under the CFR 200, Cost Principles of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, available at https://www.federalregister.gov/documents/2017/05/17/2017-09909/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards

ii. Costs to operate legacy E911 or 911 systems.

iii. Costs to operate the NG911 system after it is fully operational.

iv. Activities related to construction.

v. Independent verification and validation (IV&V) testing for product, service, and system.

## C. GRANT AGREEMENT PERIOD

Activities reimbursable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall only be those after the obligation of federal funds on **August 9, 2019** and shall terminate on **January 31, 2022**. This period shall be referred to herein as the Period of Performance, unless expressly stated otherwise.

1. The SUBRECIPIENT shall complete the project as described in Attachments C, D, and E.
2. Failure to complete the project in a timely manner, as outlined in Attachment D, is a material breach of this Agreement for which the DEPARTMENT is entitled to termination or suspension under Attachment B, section 34.

## D. REIMBURSEMENT AND BUDGET REQUIREMENTS

1. The SUBRECIPIENT will submit reimbursement requests to the DEPARTMENT by submitting a property completed State A-19 Invoice form with support documentation detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted by email to the Program Manager no later than thirty (30) days following the end of the quarter, but not more frequently than monthly. Payments will be made to the SUBRECIPIENT within thirty (30) days of approval. Approval is subject to receipt of acceptable documentation by the DEPARTMENT, to include, but not limited to, copies of receipts for all goods and services purchased, copies of invoices from contractors and subcontractors for work

completed, and copies of timesheets for staff involved with the project, sign-in/sign-out sheets for donated personnel and/or volunteer time spent on the project, and documentation to support other in-kind contributions.

2. The DEPARTMENT reserves the right to withhold disbursement of up to 10 percent of the total project cost to the SUBRECIPIENT until the project has been completed and given final approval by the DEPARTMENT.
3. Final Reimbursement: Final reimbursement of any remaining, or withheld, funds will be made within 60-days after submission by the SUBRECIPIENT of the final report, final State A-19 Invoice form, and completion of all final inspections by the DEPARTMENT.

   Final reimbursement by the DEPARTMENT also may be conditioned upon a financial review, if determined necessary by the DEPARTMENT. Adjustments to the final reimbursement may be made following any audits conducted by the DEPARTMENT, Washington State Auditor's Office, the United States Inspector General, or their authorized representatives.
4. Within the total Grant amount of this Agreement, budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.
5. 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 amount of this Agreement.
6. For travel costs, SUBRECIPIENTs shall comply with 2 CFR 474 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 http://www.gsa.gov, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT's Key Personnel.
7. 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 local, state, or federal auditors.
8. All work under this Agreement must end on or before the January 31, 2022 Performance End Date, and the final reimbursement request must be submitted to the DEPARTMENT on or before February 28, 2022.
9. If applicable, 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.
10. Failure to timely submit complete reports and reimbursement requests as required by this Agreement (including but not limited to those reports in the Project Development Schedule - Attachment D) will prohibit the SUBRECIPIENT from being reimbursed until such complete reports and reimbursement requests are submitted and the DEPARTMENT has had reasonable time to conduct its review. Final reimbursement requests will not be approved for payment until the SUBRECIPIENT is current with all reporting requirements contained in this Agreement.
11. 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.

## E. REPORTING REQUIREMENTS

In addition to the reports as may be required elsewhere in this Agreement, the SUBRECIPIENT shall promptly prepare and submit the following reports to the DEPARTMENT'S Key Personnel:

1. An annual performance report, no later than November 20th each year, that includes a narrative of the project activities and progress made during the past year, a description of key milestones, the primary activities needed to accomplish those milestones, significant project accomplishments, any delays or challenges, reasons why any established goals were not met, anticipated project activities and progress for the next year, a description of anticipated federal expenditures for the next year, key milestones for the next year, primary activities needed to accomplish those milestone, and any potential delays or challenges.

Quarterly progress reports, no later than the 15th day following the end of the fiscal quarter, indicating the status of the project, to include a brief narrative on progress during the quarter. The report shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project, and whether cost under runs or over runs are expected. In addition, the SUBRECIPIENT should note any challenges or issues associated with the project.

Failure of the SUBRECIPIENT to submit completed reports by the stated due dates will result in suspension of all payments until the completed report is received by the DEPARTMENT.

2. A final report when the project is completed, prematurely terminated, or project assistance is terminated. The report shall include a final accounting of all expenditures and a description of work accomplished. If the project is not completed, the report shall contain an estimate of the percentage of completion and shall indicate the degree of usefulness of the completed project. The report shall account for all expenditures not previously reported and shall include a summary for the entire project.
3. For each State A-19 Invoice form submitted for training reimbursement, SUBRECIPIENT must submit documentation describing the training being provided, which identifies the included elements from the *Recommended Minimum Training Guidelines for Telecommunicators* available at https://www.nena.org/page/trainingguidelines.
4. For equipment, the SUBRECIPIENT must specify that the purchase of hardware, software, and/or services comply with current NG911 standards, as listed in the Department of Homeland Security's SAFECOM guidance, available at https://www.dhs.gov/safecom. Each individual product need-not-meet every listed standard.
5. The SUBRECIPIENT shall also 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 the FFATA Form (Attachment G), which is incorporated by reference and made a part of this Agreement.

## F. PROCUREMENT

The SUBRECIPIENT shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Attachment B.

1. For all sole source contracts expected to exceed $150,000, the SUBRECIPIENT must submit to the DEPARTMENT for pre-procurement review and approval of the procurement documents, such as requests for proposals, invitations for bids, and independent cost estimates. This requirement must be passed on to any non-federal entity to which the SUBRECIPIENT makes a subaward, at which point the SUBRECIPIENT will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the SUBRECIPIENT makes a subaward.

## G. SUBRECIPIENT MONITORING

1. The DEPARTMENT will monitor the activities of the SUBRECIPIENT from award to closeout. The goal of the DEPARTMENT'S monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
2. To document compliance with 2 CFR Part 200 Subpart F requirements, the SUBRECIPIENT shall complete and return to the DEPARTMENT 2 CFR Part 200 Subpart F Audit Certification Form (Amendment H) with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.
3. Monitoring activities may include, but are not limited to:
   a. review of financial and performance reports;
   b. monitoring and documenting the completion of Agreement deliverables;
   c. documentation of phone calls, meetings, e-mails, and correspondence;
   d. review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements;
   e. observation and documentation of Agreement related activities, such as exercises, training, funded events, and equipment demonstrations;
   f. 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.

4. The SUBRECIPIENT is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200, for any non-federal entity to which the SUBRECIPIENT makes a subaward as a pass-through entity under this Agreement.
5. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

## H. AUDIT REQUIREMENTS

2 CFR part 200 Subpart F, adopted by the Department of Commerce through 2 CFR 1327.101 and by the Department of Transportation through 2 CFR 1201.1, requires any non-Federal entity (e.g., non-profit institutions of higher education and other non-profit organizations) that expends Federal awards of $750,000 or more in the recipient's fiscal year to conduct a single or program-specific audit in accordance with the requirements set out in Subpart F. Applicants are reminded that the Agencies, the Department of Transportation Office of Inspector General, the Department of Commerce Office of Inspector General, or another authorized Federal agency may conduct an audit of an award at any time.

## I. CLOSE-OUT

To initiate close-out, the SUBRECIPIENT is required to certify in writing the date completed and total amount expended on the project on the FINAL PROJECT REPORT to the DEPARTMENT. After receipt of the FINAL PROJECT REPORT, the DEPARTMENT will conduct a site inspection and review supporting documentation for compliance with the requirements of the Agreement. This report is due no later than 90 days after the completion of the project or February 28, 2022, whichever occurs earlier.

The DEPARTMENT will consult with the SUBRECIPIENT regarding other documentation requirements of the Agreement throughout the Period of Performance.

The right to incur costs will expire as of the end of the period of performance. The SUBRECIPIENT may not incur costs for Federal reimbursement past the expiration date. Any funds that remain unexpended after closeout shall cease to be available to the recipient and shall be returned to the Agencies.

The SUBRECIPIENT is required to retain all documentation which adequately identifies the source and application of all 911 grant funds for six years following the closure of this agreement. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

## J. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

All SUBRECIPIENTs 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 http://www.lep.gov.

## K. EQUIPMENT AND SUPPLY MANAGEMENT

1. If applicable, SUBRECIPIENTs and any non-federal entity to which the SUBRECIPIENT makes a subaward shall comply with 2 CFR 200.318 – 200.326, to include but not limited to:
   a. 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 or other means of legal transfer of ownership is in place.
   b. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the SUBRECIPIENT's inventory system.
   c. Equipment records shall include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Federal Award

Identification Number (FAIN); Catalogue of Federal Domestic Assistance (CFDA) number; who holds the title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.

d. The SUBRECIPIENT shall take a physical inventory of the equipment 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.

e. The SUBRECIPIENT shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies, including all questions of liability. The SUBRECIPIENT shall develop appropriate maintenance schedules and procedures to ensure the equipment and supplies are well maintained and kept in good operating condition.

f. The SUBRECIPIENT must obtain and maintain all necessary certifications and licenses for the equipment.

g. 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.

h. 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.

i. If, upon termination or at the Grant Agreement End Date, there is a residual inventory of unused supplies exceeding $5,000 in total aggregate value which will not be needed for any other Federal award, or when original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, the SUBRECIPIENT must comply with following procedures:

    i. The SUBRECIPIENT may retain the supplies for use on other non-Federal related activities or sell them, but must compensate the Federal sponsoring agency for its share.

    ii. The SUBRECIPIENT must dispose of equipment as follows:

        1) Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of by the SUBRECIPIENT with no further obligation to the awarding agency.

        2) Items of equipment with a current per-unit fair market value of more than $5,000 may be retained or sold and the SUBRECIPIENT shall compensate the Federal-sponsoring agency for its share.

j. Records for equipment shall be retained by the SUBRECIPIENT for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the SUBRECIPIENT until all litigation, claims, or audit findings involving the records have been resolved.

    i. As a SUBRECIPIENT of federal funds, the SUBRECIPIENT must pass on 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.

**Washington State Military Department**
**GENERAL TERMS AND CONDITIONS**

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. **"Agencies"** means The National Telecommunications and Information Administration (NTIA) and The National Highway Traffic Safety Administration (NHTSA).

c. "**Department**" means the Washington State 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.

d. "**Subrecipient**" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "Subrecipient" is the same as in 2 CFR 200.93 for all other purposes.

e. "**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.

f. "**Investment**" means the grant application submitted by the SUBRECIPIENT describing the project(s) for which federal funding is sought and provided under this this Agreement. Such grant application is hereby incorporated into this Agreement by reference.

g. **"OMB"** means the Office of Management and Budget

h. **"PL"** means the Public Law

i. **"CFR"** means the Code of Federal Regulations

j. **"RCW"** means the Revised Code of Washington

k. **"WAC"** means the Washington Administrative Code

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.

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

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

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

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the DEPARTMENT may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The SUBRECIPIENT

is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.9 CONFLICT OF INTEREST

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

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

A.10 CONTRACTING & PROCUREMENT

a. The SUBRECIPIENT shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.326 Contract provisions.

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

1) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.

3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or SUBRECIPIENT must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or SUBRECIPIENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or SUBRECIPIENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring

solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11) Notice of 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).

b. The DEPARTMENT reserves the right to review the SUBRECIPIENT'S procurement plans and documents and require the SUBRECIPIENT to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 200.326. The SUBRECIPIENT must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the SUBRECIPIENT and DEPARTMENT to make a determination on eligibility of project costs.

c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference

A.11 DISCLOSURE

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

A.12 DISPUTES

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

A.13 LEGAL RELATIONS

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

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

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

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the DEPARTMENT; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the DEPARTMENT, and (2) the Subrecipient, its agents, or employees,

this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the SUBRECIPIENT'S agents or employees.

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.

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

A.15 LOSS OR REDUCTION OF FUNDING

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

A.16 NONASSIGNABILITY

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

A.17 NONDISCRIMINATION

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

A.18 NOTICES

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

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

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

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

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

A.21 POLITICAL ACTIVITY

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

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

A.23 PUBLICITY

The SUBRECIPIENT agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Agreement wherein the DEPARTMENT's name is mentioned, or language used from which the connection of the DEPARTMENT's name may, in the DEPARTMENT'S judgment, be inferred or implied. The SUBRECIPIENT agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUBRECIPIENT may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, NHTSA 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 NHTSA's financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by NHTSA or reflect NHTSA'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, NHTSA, other Federal Agency, 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.

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

A.27 SEVERABILITY

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

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

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

Non-federal entities, as Subrecipients of a federal award, that expend **$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

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

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

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

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

**The SUBRECIPIENT must send a completed "2 CFR Part 200 Subpart F Audit Certification Form" (https://www.mil.wa.gov/emergency-management-division/grants/requiredgrantforms) to the DEPARTMENT at the address listed above before this Agreement is executed and timely submit annual updates to the DEPARTMENT every year thereafter, and if the SUBRECIPIENT is claiming it is exempt from the audit requirements of 2 CFR Part 200 Subpart F include an explanation of the criteria for exemption.**

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

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

A.29 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The Subrecipient, and/or employees or agents performing under this Agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The SUBRECIPIENT will not be presented as, nor claim to be, an officer or employee of the DEPARTMENT by reason of this Agreement, nor will the SUBRECIPIENT make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the state of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the SUBRECIPIENT is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Agreement.

A.30 TAXES, FEES AND LICENSES

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

A.31 TERMINATION FOR CONVENIENCE

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

Except as otherwise provided in this Agreement, the DEPARTMENT, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing 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 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.33 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.34 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

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

A.35 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.36 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.

**ATTACHMENT C**

## STATEMENT OF WORK AND/OR DESCRIPTION OF PROJECT

The scope of this project is to increase the redundancy, scalability, capacity of the current Remote 911 system. Additionally, we will be adding the ability to provide emergency call taking functionality to other Washington PSAPS in the event of a scheduled or emergency 911 phone outage.

As part of this project Kitsap 911 will complete the following:

- Upgrade and purchase additional hardware to convert Kitsap 911's remote 911 virtual server backend to a fully redundant model capable of supporting all remote 911 virtual workstations in a hot standby architecture capable of being deployed across multiple geodiverse locations.
- Upgrade and purchase additional hardware to convert Kitsap 911's virtual server storage area network to a fully redundant model capable of supporting all remote 911 virtual workstations in a hot standby architecture capable of being deployed across multiple geodiverse locations.
- Secure one or more mutual aid partners to assist with testing the ability to provide emergency call taking to a neighboring PSAP at Kitsap 911's location
- Increase capacity of the remote 911 virtual workstation server backend and storage area network to support additional virtual 911 phone consoles to be used by mutual aid partners.

At the conclusion of the project prior to the grant conclusion deadline Kitsap 911 will deliver the following:

- A fully configured redundant virtual server back end which has been tested to ensure full hot failover and redundancy
- A fully configured redundant storage area network for the virtual workstation images which has been tested to ensure full hot failover and redundancy
- Multiple virtual 911 phone consoles which have been tested by a mutual aid partner and found to provide sufficient functionality to receive and answer 911 calls from their jurisdiction

**The SUBRECIPIENT Agrees To:**

1. Comply with the terms of this Agreement and all Attachments, including but not limited to, accomplish tasks and conditions outlined in the Statement of Work and/or Description of Project (Attachment C), comply with the Project Development Schedule (Attachment D), and comply with the Project Budget (Attachment E).
2. Submit an annual performance report no later than November 20th each year until all requirements are fulfilled. Submit quarterly reports that cover the previous three months no later than the 15th of the following month (or the next workday) in January, April, July and October until all requirements are fulfilled. Submit monthly reports by the last business day of the month that includes work completed in each county and any issues or challenges encountered or anticipated. Reports are required regardless of the level of work completed during the reporting period. All reports must include sufficient narrative to determine the degree to which the project has been implemented, the estimated time for completion, and significant developments such as delays or adverse conditions that might raise costs or delay completion, as well as favorable conditions allowing lower costs or earlier completion. Failure of the SUBRECIPIENT to submit completed reports by the stated due dates will result in suspension of all payments until the completed report is received by the DEPARTMENT.
3. Submit signed invoice vouchers (Department A-19 invoice form) via email for eligible, reimbursable work completed, no more frequently than monthly and no less frequently than quarterly. Each billing must identify the task(s) completed and any other funding identification pertinent to the task(s), including match. Supporting documentation is required for all costs, to include tracking of staff time spent on the project through timesheets or other documentation approved by the DEPARTMENT; dated invoices from all contractors and subcontractors for work completed; dated invoices for goods and services purchased; and documentation tracking in-kind contributions of personnel, equipment and supplies, if used on the project. Project costs must be tracked and reported by approved budget cost categories as found in Project Budget (Attachment E). Documentation of expenditures by approved budget cost categories should be made on a separate spreadsheet or table and included with each Department A-19 invoice form, along with documentation to substantiate all project costs being requested.

4. If additional documentation to support the reimbursement request is needed, DEPARTMENT staff will make the request in writing. The SUBRECIPIENT will have fifteen (15) calendar days to provide sufficient documentation to satisfy the request. If sufficient documentation is not received within fifteen (15) calendar days, the invoice will be returned to the SUBRECIPIENT.
5. Submit a signed final project report before the final reimbursement request is processed by the DEPARTMENT.

**The Military DEPARTMENT Agrees To:**

1. Provide staff coordination and input regarding grant administration for funding and technical assistance, as necessary.
2. Reimburse the SUBRECIPIENT within 30 days of receipt and approval of signed, dated Department A-19 Invoice forms with sufficient documentation of costs to include completion of tasks to date and dated invoices for goods and services purchased. Costs must be categorized according to the budget item and cost classification shown in the Project Budget (Attachment E). The DEPARTMENT will return invoices to the SUBRECIPIENT, if the SUBRECIPIENT is unable to provide sufficient documentation within 15 calendar days of the DEPARTMENT's written request for additional documentation to support the reimbursement request.
3. Coordinate with the SUBRECIPIENT to schedule any sub-recipient monitoring, site visits or final inspections by DEPARTMENT staff.

**ATTACHMENT D**

## PROJECT DEVELOPMENT SCHEDULE

| ***DESCRIPTION OF ACTIVITY/TASK*** | ***SCHEDULED COMPLETION DATE*** |
|---|---|
| Beginning of Performance Period | August 9, 2019 |
| Quote and order required hardware<br>• Submit equipment list and quotes to DEPARTMENT | September 30, 2021 |
| Secure one or more mutual aid partners<br>• Submit mutual aid partner list to DEPARTMENT | October 31, 2021 |
| Receive and configure redundant virtual server (VX Rail) | December 15, 2021 |
| Setup additional virtual 911 phone consoles | December 15, 2021 |
| Test virtual server redundancy and failover | December 30, 2021 |
| Test functionality to receive and answer 911 calls with mutual aid partner using virtual phone consoles at Kitsap 911 | January 31, 2022 |
| End of Performance Period | January 31, 2022 |
| End of Project<br>• Submit final reimbursement/request for closure letter to DEPARTMENT | February 28, 2022 |
| **Total Time Required to Complete This Project: 2 ½ years** | |
| Quarterly Reports Due | October 15, 2021<br>January 15, 2022 |
| Annual Performance Report Due | November 20, 2021 |
| Annual Non-Diversion of Funds Certification Due | October 23, 2021 |

## PROJECT BUDGET

| *APPROVED BUDGET CATEGORY* | *Maximum Federal Funding* |
|---|---|
| HW – Hardware | $ 165,000.00 |

**TOTAL $ 165,000.00**

**Tracking and Reporting Project Costs**: Project expenses for which reimbursement is sought must be tracked and reported by approved budget cost categories, above. Documentation of expenditures by approved budget cost categories should be made on a separate spreadsheet or table and included with each State A-19 Invoice form. Supporting documentation of all costs shall include, but not be limited to: tracking of staff time spent on the project through timesheets or other similar documentation; dated invoices from contractors and subcontractors for work completed; dated invoices for goods and services purchased; and documentation of in-kind contributions of personnel, equipment and supplies.

**Final Payment:** Final payment of any remaining, or withheld funds will be made upon submission by the SUBRECIPIENT within 60 days of completion of the final project report, a signed State A-19 Invoice form, and completion of all final inspections by the DEPARTMENT. Final payment also may be conditioned upon a financial review, if determined necessary by the DEPARTMENT. Adjustments to the final payment may be made following any reviews or audits conducted by the DEPARTMENT, Washington State Auditor's Office, the United States Inspector General, or their authorized representatives.

Per 911 program guidance, no cost overruns will be funded. If costs exceed the maximum amount of federal funding approved, the SUBRECIPIENT shall be fiscally responsible for any and all cost overrun.

Major General Bret Daugherty
Washington State Military Department
20 Aviation Drive, MS: TA-20
Building 20
Camp Murray, WA 98430

Dear Major General Daugherty:

On behalf of the National Highway Traffic Safety Administration (NHTSA) and the National Telecommunications and Information Administration (NTIA), we are pleased to inform you that the State of Washington has qualified for a one-time grant under the 911 Grant Program as authorized by the Next Generation 911 (NG911) Advancement Act of 2012 (Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. 112-96, Title VI, Subtitle E (codified at 47 U.S.C. § 942)) in the amount of $2,862,056. The 911 Grant Program provides Federal funding to help 911 call centers nationwide upgrade equipment and operations so that citizens, first responders, and 911 call-takers can use digital, IP-based, broadband-enabled technologies to coordinate emergency responses.

Terms and conditions for the 911 Grant Program, including information about eligible and ineligible uses of funds, have been established in final regulations as well as in a Notice of Funding Opportunity (NOFO).[1] As specified by the NG911 Advancement Act, grant recipients must provide a 40 percent match for any grant award.[2] The period of performance for the grant is a maximum of three years, but ending no later than March 31, 2022.[3] In addition, your grant award is subject to the conditions in the attachment to this letter.

As required by the NG911 Advancement Act, your application certifies that Washington has not diverted and will not divert any portion of designated 911 charges imposed by the State or any taxing jurisdiction in the State that will receive 911 grant funds for any purpose other than the purposes for which such charges are designated or presented from the time period 180 days preceding the date of the application and continuing through the time period during which grant funds are available.[4] Your application further agreed, as a condition of receipt of a grant, that Washington will return all grant funds if the State or other taxing jurisdiction diverts any portion of designated 911 charges, eliminates such charges, or re-designates such charges for purposes other than the implementation or operation of 911 services, E-911 services, or NG911 services.[5]

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[1] *See* 47 U.S.C. § 942(c)(2); 47 C.F.R. Part 400; NHTSA and NTIA, 911 Grant Program NOFO (Aug. 9, 2018), *available at* https://www.ntia.doc.gov/files/ntia/publications/911_grant_program_nofo_final.pdf.
[2] 47 U.S.C. § 942(b)(2).
[3] *See* NHTSA and NTIA, 911 Grant Program Revision to the NOFO at 2 (Feb. 1, 2019), *available at* https://www.grants.gov/web/grants/view-opportunity.html?oppId=307868 (document located under 'Related Documents' tab).
[4] *See* 47 U.S.C. § 942(c)(2); 47 C.F.R. § 400.4, Appendices A and B; NOFO at 8, 12, 38-41.
[5] *See* 47 U.S.C. § 942(c)(3); 47 C.F.R. Part 400, Appendices A and B; NOFO at 38-43.

Thank you for your interest in this grant program. We congratulate Washington on taking this life-saving step and appreciate all you have done to provide your citizens with efficient and effective 911 services. We are confident that Washington will utilize these grant funds successfully, helping 911 call centers and emergency responders increase their NG911 capabilities for the welfare of your citizens.

Sincerely yours,

Heidi R. King
Deputy Administrator
National Highway Traffic Safety Administration

Diane Rinaldo
Acting Assistant Secretary for Communications and Information
National Telecommunications and Information Administration

cc: The Honorable Jay Inslee
Governor of Washington

Adam Wasserman
E911 Coordinator, Washington State Military Department

Enclosures:

1. Addendum: Financial Assistance Award
2. State-Specific Special Conditions

# 911 Grant Program Award
# Addendum: Financial Assistance Award
# State of Washington

| | |
|---|---|
| **Recipient Name** | **Washington State Military Department** |
| Recipient Unique Entity Identifier | 8088833830000 |
| Unique Federal Award Identification Number (FAIN) | 69N37619300000911WA0 |
| Federal Award Date | AUG 0 9 2019 |
| Period of Performance Start Date | AUG 0 9 2019 |
| Period of Performance End Date | March 31, 2022 |
| Amount of Federal Funds Obligated by this Award | $ 2,862,056 |
| Total Amount of Federal Funds Obligated | $ 2,862,056 |
| Total Amount of Federal Award | $ 4,770,093.33 |
| Budget Approved by the Federal Awarding Agency | $ 4,770,093.33 |
| Total Approved Cost Sharing or Matching | $ 1,908,037.33 |
| Name of Federal Awarding Agency | NHTSA |
| CFDA Number and Name | 20.615; 911 Grant Program |
| R&D | No |
| Indirect Cost for the Federal Award | 0% |
| Contact Information for Awarding Official | Laurie Flaherty:<br>(202) 366-2705<br>laurie.flaherty@dot.gov |

**Federal Award Project Description** The NG911 Advancement Act provides new funding for grants to be used for the implementation and operation of 911 services, E-911 services, E-911 services, migration to an IP-enabled emergency network, and adoption and operation of NG911 services and applications; the implementation of IP-enabled emergency services and applications enabled by Next Generation 911 services, including the establishment of IP backbone networks and the application layer software infrastructure needed to interconnect the multitude of emergency response organizations; and training public safety personnel, including call-takers, first responders, and other individuals and organizations who are part of the emergency response chain in 911 services.

**This award document, signed by the Grants Officer, constitutes an obligation of Federal funding. By signing this document, the Recipient agrees to comply with the following Award provisions:**

- For program-specific terms and conditions, consult
  - 47 CFR Part 400, 911 Grant Program
  - 911 Grant Program NOFO (Aug. 9, 2018) and the 911 Grant Program Revision to the NOFO (Feb. 1, 2019), available at https://www.grants.gov/web/grants/view-opportunity.html?oppId=307868
  - See also special conditions attached to award letter.
- 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements, including Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters
- 2 CFR Part 1201, Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR Part 1327, Department of Commerce, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR Part 25, Financial Assistance Use of Universal Identifier and System for Award Management
- 2 CFR Part 170, Reporting Sub-award and Executive Compensation Information
- Whistleblower protections, including 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310
- Executive Order 13043, Increasing Seat Belt Use in the United States
- Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving

**IMPORTANT:** This document must be signed by an authorized representative of the Recipient and returned. If not signed and returned without modification by the Recipient within 30 business days of receipt, the award offer may be withdrawn and de-obligated.

Signature: _____

Heidi R. King
Deputy Administrator
National Highway Traffic Safety Administration

Signature: _____

Major General Bret Daugherty
Washington State Military Department

**PLEASE EMAIL SIGNED FORM TO NHTSA.NATIONAL911@DOT.GOV**

# 911 Grant Program Award
# Special Conditions
# State of Washington

**90/10 Administrative Cap**

The State or Tribal Organization must ensure that at least 90 percent of the grant funds are used for the direct benefit of Public Safety Answering Points (PSAPs), and not more than 10 percent of the grant funds will be used for the recipient's administrative expenses related to the 911 Grant Program. The Notice of Funding Opportunity further states that this 10 percent may include administrative expenses to perform an assessment of the recipient's current 911 system, using the "NG911 Readiness Scorecard" produced by the FCC's Task Force on Optimal PSAP Architecture, which includes the ongoing activities necessary to develop, modify, and improve the framework for State and Tribal Organization NG911 governance, strategic planning, and coordination.

NG911 Readiness Scorecard is available here:
https://transition.fcc.gov/pshs/911/TFOPA/TFOPA_WG2_Supplemental_Report-120216.pdf.

Included in the Planning and Administration costs are personnel, fringe, and contractual costs to provide oversight and administration of the grant as well as costs associated with planning for NG911 deployment.

**Operating Dual Legacy and NG911 Systems**

Eligible costs under the 911 Grant Program include costs to operate the NG911 system as a dual-system to the current legacy 911 system until the legacy E-911 or 911 system is shut down, and the NG911 system is fully operational using only NG911 technology. Ineligible costs include costs to operate a legacy E-911 or 911 system at any time, or the NG911 system after it is fully and independently operational.

| CONTACT INFORMATION | |
|---|---|
| Subrecipient Name (Agency, Local Government, or Organization): | Kitsap 911 Public Authority |
| Subrecipient Data Universal Numbering System (DUNS) / Unique Entity Identifier (UEI) Number: | 198025467 |
| Authorized Financial Representative (Name and Title): | Richard Kirton, Executive Director |
| Address: | 911 Carver St W, Bremerton, WA 98312 |
| Email: accounting@Kitsap911.org | Phone Number: 360-307-5900 |

**Directions:** As required by 2 CFR Part 200 Subpart F, non-federal entities that expend $750,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity ***is not*** subject to these requirements, you must complete Section A of this Form. If your entity ***is*** subject to these requirements, you must complete Section B of this form. All subrecipients must complete the Federal Funding Accountability and Transparency Act (FFATA) related questions in Section C of this Form. Failure to return this completed Form to contracts.office@mil.wa.gov may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

| ***SECTION A: Entities NOT subject to the audit requirements of 2 CFR Part 200 Subpart F (check all that apply)*** |
|---|
| ☐ We did not expend $750,000 or more of total federal awards during the preceding fiscal year. |
| ☐ We are a for-profit organization. |
| ☐ We are exempt for other reasons (describe): |
| However, by signing below, I agree that we are still subject to the audit requirements, laws, and regulations governing the program(s) in which we participate; that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees; and that WMD may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds. |

| ***SECTION B: Entities that ARE subject to the audit requirements of 2 CFR Part 200 Subpart F*** (Complete the information below and check the appropriate box) |
|---|
| ☐ We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] for fiscal year [enter date]. There were no findings related to federal awards or internal controls. |
| ☐ We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] for fiscal year [enter date] and there were findings related to federal awards and/or internal controls. |
| ☐ Our completed 2 CFR Part 200 Subpart F Audit will be available on [enter date] for fiscal year [enter date]. |
| **Provide a complete copy of the audit report electronically to contracts.office@mil.wa.gov or provide the state audit number [enter number].** |

| ***SECTION C: Federal Funding Accountability and Transparency Act (check the corresponding answer)*** |
|---|
| In your preceding fiscal year, did your organization receive 80% or more of its gross revenues from federal funding?<br>☐ Yes ☒ No |
| In your preceding fiscal year, did your organization receive $25,000,000 or more in federal funding? ☐ Yes ☒ No |
| If you answered *yes* to the previous questions, WMD Contracts staff will request additional information to comply with FFATA reporting. |

I hereby certify that I am an individual authorized by the above identified entity (subrecipient) to complete this form. Further, I certify that the above information is true and correct, and all material findings contained in the audit report/statement have been disclosed. Additionally, I understand this form is to be submitted every fiscal year for which this entity is a subrecipient of federal award funds from the Department until the grant agreement is closed.

_____ 10/7/21

Signature of Authorized Financial Representative: Date:

## Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form ATTACHMENT H

| NAME Kitsap 911 Public Authority | | Doing business as (DBA) | |
|---|---|---|---|
| ADDRESS<br>911 Carver St W<br>Bremerton, WA 98312 | **Applicable Procurement or Solicitation #, if any:** | WA Uniform Business Identifier (UBI)<br>604-008-144 | Federal Employer Tax Identification #:<br>81-2446001 |
| **This certification is submitted as part of a request to contract.** | | | |

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

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

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

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

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

Bidder or Contractor Signature: _____ Date: 10/7/21

Print Name and Title: Richard Kirton, Executive Director

# 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 mean 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.

**KITSAP 911**

# CONTRACT REVIEW SHEET

**(Kitsap 911 Governing Directive #60 -Purchasing and Contracting)**

## A. GENERAL INFORMATION

1. Contractor: Saybr Constractors
2. Purpose: Gold Mt Ratio Site Fuel Tank Replacement
3. Contract Amount: $151,117.75 Disburse [x] Receive [ ]
4. Contract Term: Terminate 04/30/2022
5. Contract Administrator: Mark Nelson Phone:

**Approved:** Richard Kirton **Date** 10/01/2021
*Executive Director*

## B. ACCOUNTING INFORMATION

1. Contract Control Number: K911-046
2. Fund Name: Kitsap 911 Operations
3. Payment from-Revenue to CC/Account Nbr:
4. **Encumbered By** **Date**

## C. RISK MANAGER REVIEW

1. [x] Approved [ ] Not Approved

**Reviewer** Tanya Crites **Date** 09/14/2021

2. Comments: Recommened Adding contracots pollution liability insurance

## D. ATTORNEY REVIEW

1. [X] Approved [ ] Not Approved

**Reviewer** Ken Bagwell **Date** 09/29/2021

2. Comments:

## H. CERTIFICATION BY CONTRACT ADMINISTRATOR: THIS CONTRACT IS READY FOR CONSIDERATION BY THE AUTHORIZED CONTRACT SIGNER.

**(For contract signing authority, see Kitsap 911 Govening Directive # Purchasing and Contracting)**

_____ _____

**Ratification by Kitsap 911 Executive Committee Chair** **Date**

**K911-046**

# KITSAP 911
# CONTRACT FOR
# GOLD MOUNTAIN RADIO SITE
# 2000 GALLON ABOVE-GROUND DIESEL FUEL TANK REPLACEMENT

This Contract for replacement of a 2000 Gallon Above-Ground Diesel Fuel Tank (the Contract) is entered into by and between Kitsap 911with its principle offices at 911 Carver Street, Bremerton Washington 98312 hereafter referred to as "Owners" and Saybr Contractors, Inc. having its principal offices at 3852 South 66th Street, Tacoma, Washington 98409 (Contractor).

## SECTION 1 EFFECTIVE DATE OF CONTRACT

The Contract will become effective on the last date executed by both parties and terminate on April 30, 2022. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap 911.

## SECTION 2 SERVICES TO BE PROVIDED

2.1 A description of the services to be performed by the Contractor is set forth in Exhibit A: Scope of Work, which is attached to the Contract and incorporated by this reference.

2.2 The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor or facilities will be furnished by Kitsap 911

2.3 The Contractor shall perform the work specified in the Contract according to Industry Best Practice.

2.4 The Contractor shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.

2.5 The Contractor shall confer with Kitsap 911 not less often than weekly during the progress of the work. The Contractor will prepare and present status reports and other information that are be pertinent and necessary to indicate status of the project, or as may be requested by Kitsap 911.

## SECTION 3 CONTRACT REPRESENTATIVES

Kitsap 911 and the Contractor shall each have a contract representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

**Kitsap 911 Contract Representative**
Mark B. Nelson
Special Projects Manager
360-979-9075 Voice / Text
mnelson@kitsap911.org

**Contractor's Contract Representative**
Michael T. Mc Aloon
Project Manager
206-730-0957 Voice / Text
mmcaloon@saybr.com

## SECTION 4 COMPENSATION

4.1 A description of the compensation to be paid to the Contractor is set forth in Exhibit B Compensation, which is attached to the Contract and incorporated by this reference.

4.2 The total amount payable under the Contract by Kitsap 911 to the Contractor in no event will exceed $153,117.75.

4.3 Unless otherwise provided in the Contract, the Contractor may submit an invoice to Kitsap 911 once each month for payment of material and work actually completed. Subject to the other provisions of the Contract, Kitsap 911 generally will pay such an invoice within 30 days of receipt.

4.4 The Contractor shall be paid only for work expressly authorized in the Contract.

4.5 The Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination, unless a provision of the Contract expressly provides otherwise.

4.6 If the Contractor fails to perform any substantial obligation and the failure has not been cured within 10 days following notice from Kitsap 911, Kitsap 911 may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.

## SECTION 5 AMENDMENTS AND CHANGES IN WORK

5.1 In the event of any errors or omissions by the Contractor in the performance of work required under the Contract, the Contractor shall make all necessary corrections without additional compensation. All work submitted by the Contractor shall be certified by the Contractor and verified by the Contractor for errors and omissions. The Contractor shall continue to be responsible for the accuracy of work even after the work is accepted by Kitsap 911.

5.2 In order to be effective, any Contract renewal, amendment or modification must be in writing, be signed by both parties and will become part of the Contract. Work under a renewal, an amendment or a modification may not commence until the renewal, amendment or modification has been approved by Kitsap 911 and has become effective.

## SECTION 6 CHANGE ORDERS TO THE CONTRACT

6.1 **Changes** Kitsap 911, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from, the Scope of Work within the general scope of the Contract through a Change Order. The Contract price shall be adjusted accordingly. All such work shall be executed under conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. No changes in the Work covered in the Contract shall be made by the Contractor without prior written consent of Kitsap 911.

6.2 **Procedure** Change Orders shall be executed in accordance with procedures required by the Owner. No work involving the change shall be done by the Contractor until a copy of the approved Change Order has been received by the Contractor. Verbal Change Orders may be authorized by the Owner only where loss of life or property or interruption of service appear imminent. Such changes shall be reduced to writing within a reasonable length of time in accordance with procedures herein stated.

6.3 **Basis for Change** Change Orders will be issued for any change in the Contract price, materials used, manner of construction, quantities, or change in completion time. Change in amount of the Contract price will be determined by either of the following:

6.3.1 Unit Prices previously approved. This option shall remain available to the Owner through the date of final acceptance of the work.

6.3.2 An agreed lump sum.

6.4 **Communication** The Contractor's Project Manager shall communicate changes in the Contract to all other trades involved with the work.

6.5 **Minor Changes** and/or adjustments as may be authorized by Kitsap 911 involving no change in the Contract price shall be verified by a no-cost change statement signed by the Contractor.

## SECTION 7 HOLD HARMLESS AND INDEMNIFICATION

7.1 The Contractor shall defend, indemnify and hold Kitsap 911, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of Kitsap 911.

7.2 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and Kitsap 911, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

## SECTION 8 INSURANCE

8.1 **Insurance Term** The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Completion date, unless otherwise indicated herein.

8.2 **No Limitation** The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Kitsap 911's recourse to any remedy available at law or in equity.

8.3 **Minimum Scope of Insurance** The Contractor's required insurance shall be of the types and coverage as stated below:

8.3.1 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office

(ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

8.3.2 Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. Kitsap 911 shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for Kitsap 911using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

8.3.3 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

8.3.4 Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least $2,000,000 per loss, with an annual aggregate of at least $2,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the Contract is completed.

Kitsap 911 shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this Contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to Kitsap 911 evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this Contract. Coverage certified to Kitsap 911 under this paragraph must be maintained in minimum amounts of $2,000,000 per loss, with an annual aggregate of at least $2,000,000.

8.4 **Minimum Amounts of Insurance** The Contractor shall maintain the following insurance limits:

8.4.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

8.4.2 Commercial General Liability insurance shall be written with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate and $2,000,000 products-completed operations aggregate limit.

8.5 **Full Availability of Contractor Limits** If the Contractor maintains higher insurance limits than the minimums shown above, Kitsap 911 shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to Kitsap 911 evidences limits of liability lower than those maintained by the Contractor.

8.6 **Other Insurance Provision** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect Kitsap 911. Any insurance, self-insurance, or self-insured pool coverage maintained by Kitsap 911 shall be excess of the Contractor's insurance and shall not contribute with it.

8.7 **Acceptability of Insurers** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII

8.8 **Verification of Coverage** The Contractor shall furnish Kitsap 911 with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by Kitsap 911, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

8.9 **Subcontractors' Insurance** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage

required to be obtained by Subcontractors. The Contractor shall ensure that Kitsap 911 is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

8.10 **Notice of Cancellation** The Contractor shall provide Kitsap 911 and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

8.11 **Failure to Maintain Insurance** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which Kitsap 911 may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to Kitsap 911 on demand, or at the sole discretion of Kitsap 911, offset against funds due the Contractor from Kitsap 911.

## SECTION 9 TERMINATION

9.1 Kitsap 911 may terminate the Contract in whole or in part whenever Kitsap 911 determines, in its sole discretion that such termination is in the best interests of Kitsap 911. Kitsap 911 may terminate the Contract upon giving the Contractor 10-days' written notice. In that event, Kitsap 911 will pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice, subject to the other provisions of the Contract.

9.2 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, Kitsap 911 may summarily terminate the Contract notwithstanding any other termination provision in the Contract. Termination under this provision will be effective upon the date specified in the written notice of termination sent by Kitsap 911 to the Contractor. No costs incurred after the effective date of the termination will be paid by Kitsap 911.

9.3 If the Contractor breaches any of its obligations under the Contract and fails to cure the breach within 10 days of written notice to do so by Kitsap 911, Kitsap 911 may terminate the Contract. In that event, Kitsap 911 will pay the Contractor only for the costs of services accepted by Kitsap 911. Upon such termination, Kitsap 911, at its discretion, may obtain performance of the work elsewhere, and the Contractor will bear all costs and expenses incurred by Kitsap 911 in completing the work and all damages sustained by Kitsap 911 by reason of the Contractor's breach.

## SECTION 10 ASSIGNMENT, DELEGATION AND SUBCONTRACTING

10.1 The Contractor will perform under the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under the Contract will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of Kitsap 911. Such consent by Kitsap 911 shall not be unreasonably delayed or withheld.

10.2 The Contractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Contract.

## SECTION 11 INDEPENDENT CONTRACTOR

11.1 The Contractor's services will be furnished by the Contractor as an independent contractor and not as an agent, an employee or a servant of Kitsap 911. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in the Contract.

11.2 The Contractor acknowledges that the entire compensation for the Contract is set forth in the compensation provisions of the Contract and the Contractor is not entitled to any Kitsap 911 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 Kitsap 911 employees.

11.3 The Contractor will have and maintain complete responsibility and control over all of its subcontractors, employees, agents and representatives. No subcontractor, employee, agent or representative of the Contractor will be or be deemed to be, or act or purport to act, as an employee, agent or representative of Kitsap 911.

## SECTION 12 NONDISCRIMINATION

The Contractor, its assignees, delegates or subcontractors will not discriminate against any person in performance of any of its obligations under the Contract on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of any disability.

## SECTION 13 DISPUTES

Differences, disputes and disagreements between the Contractor and Kitsap 911 arising under or out of the Contract will be brought to the attention of Kitsap 911 at the earliest

practical time so that the matter may be settled, or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by Kitsap 911 contract representative or designee. All rulings, orders, instructions and decisions of Kitsap 911 contract representative will be final and conclusive.

## SECTION 14 CONFIDENTIALITY

The Contractor, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by Kitsap 911 or acquired by the Contractor in performance of the Contract, except upon the prior express written consent of Kitsap 911 or an order entered by a court of competent jurisdiction. The Contractor will promptly give Kitsap 911 written notice of any judicial proceeding seeking disclosure of such information.

## SECTION 15 CHOICE OF LAW, JURISDICTION AND VENUE

15.1 The Contract will be construed as having been made and delivered within the State of Washington, and it is agreed by each party that the Contract will be governed by the laws of the State of Washington, both as to its interpretation and performance.

15.2 Any action at law, suit in equity or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

## SECTION 16 MISCELLANEOUS

16.1 **No Waiver** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.

16.2 **Tax Payments** The Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.

16.3 **Personnel Removal** The Contractor agrees to remove immediately any of its subcontractors, employees, agents or representatives from assignment to perform services under the Contract upon receipt of a written request to do so from Kitsap 911 contract representative or designee.

16.4 **Legal Compliance** The Contractor and its subcontractors, employees, agents and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract.

16.5 **Records Inspection and Retention** Kitsap 911 may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all Contract-related records for at least six years after termination of the Contract.

16.6 **Successors and Assigns** Kitsap 911, to the extent permitted by law, and the contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Contract.

16.7 **Severability** If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.

16.8 **Entire Agreement** The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.

16.9 **Notices** Any notices will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representative's provision of the Contract. Notice may also be given by electronic mail with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by electronic mail, service will be effective at the beginning of the next working day.

16.10 **Survival** Those provisions of the Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, but are not necessarily limited to, the following: Sections 7 – Hold Harmless and Indemnification, 9.3 – Termination, 13 – Disputes, 14 – Confidentiality, 15 – Choice of Law, Jurisdiction and Venue, 16.1 – Miscellaneous - No Waiver, 16.5 – Miscellaneous - Records Inspection and Retention and Section, 16.7 – Miscellaneous - Severability.

>>>Signatures on Following Page<<<

**Contractor**
**Saybr Contractors, Inc.**

Michael Mc Aloon

Michael T. McAloon

Project Manager

10/06/2021

Date

91-1819501

Federal Tax ID No.

**Kitsap 911**

Richard Kirton

Executive Director

10/1/21

Date

**Exhibit A**

**Kitsap 911**
**Gold Mountain Radio Site**
**2000 Gallon Above-Ground Diesel Fuel Tank Replacement**

**Scope of Work**

**Project** Location: Gold Mountain Radio Site
1686 Minard Road W, Bremerton, Washington 98312

**SCOPE OF WORK**

1. Develop project plan, identify submittals, develop schedule and provide to Kitsap 911 for approval.
    1.1 Availability of new tank and weather conditions will determine when work can be performed.
    1.2 Work shall be planned so when it is started, it shall be done continuously without gaps.
2. Obtain required permits.
3. Furnish, install, and connect temporary fuel tank with adequate capacity to support operation of generator for at least 24 hours.
    3.1 Tank shall be placed outside building and temporary fuel supply and return lines shall be furnished and installed.
    3.2 Verify generator operation from temporary fuel tank prior to disconnection of fuel supply and return lines at the existing tank.
4. Furnish labor, equipment, and materials to complete the removal of the existing 2000 Gallon Above Ground Fuel Storage Tank
    4.1 Disconnect electrical power from Fuel Monitoring System.
    4.2 Disconnect Fuel Monitoring System, store and protect cables and sensors to allow placement, connection and test when new tank is installed.
    4.3 Remove fuel from existing tank.
5. Excavation is not required. New tank shall be placed on existing concrete pad after existing tank is removed.
6. Store and polish fuel before returning to new tank.
7. Analyze fuel quality prior to placement in new tank.
8. Remove existing tank top equipment (fills / appurtenances / vents…etc.).
9. Complete triple rinse of the decommissioned tank.
10. Clean, prepare and properly dispose of the decommissioned tank.

11. Provide tank cleaning, chain of custody, and destruction documentation.
12. Furnish, install and anchor new 2,000-gallon UL 2085 Above Ground Storage Tank.
13. Furnish and install new above ground steel piping as needed to protect fuel supply and return lines.
    14.1 Outer steel pipe shall mate with nw opening on top of furnished tank
    14.2 Outer steel pipe is currently supported by existing tank. Provisions shall be made to support pipe during transition from existing tank to new tank.
14. Start-up and test the fuel system.
15. Furnish and install conduit, fittings, wiring, and support to connect fuel system tank sensors
16. Furnish and install Pneumercator ES825 Leak Sensor in generator room floor sump.
    16.1 Furnish and install conduit, fittings and wiring to connect ES5825 Sensor to existing Pneumercator Fuel Monitoring System.
    16.2 Configure and test new sensor.
17. Install Sensor & Wiring Protection Enclosure atop new tank.
18. Test sensors removed from existing tank after installation in new tank.
19. Provide two complete documentation packages of all material and installation information.

**GENERAL INCLUSIONS**

1. Environment Protection Agency Level “D” Personal Protective Equipment.
2. Testing and coordination with inspections.
3. All tank and piping activities will be supervised by a competent person certified by the ICC for aboveground Storage Tank installations that are required by various jurisdictions.
4. The writing & implementing a site-specific health & safety plan.
5. General liability & pollution liability insurance. *As described further in Contract.*
6. RCW 39.12 Washington State Department of Labor and Industries Prevailing Wages (dated 8-20-2021)
7. Performing all work during normal business hours Monday thru Friday. No weekend or overtime included.
8. Washington State Sales Tax as included in Contract.

## EXCLUSIONS

1. Drawing Design and/or Survey, Engineering and/or Calculations.
2. Items listed/redlined on issued permits.
3. Payment & performance Bonding
4. Special inspections.
5. Additional services/costs incurred due to unknown existing conditions including, but not limited to, decayed, seized, cracked or broken components, such as, fasteners, connections, pipe fittings and/or hoses. Existing broken or obstructing conduits/piping that restrict installation of proposed piping, either directly or indirectly associated with the functionality of the system, or any other similar conditions therein.

**Exhibit B**

**Kitsap 911**
**Gold Mountain Radio Site**
**2000 Gallon Above-Ground Diesel Fuel Tank Replacement**

**Cost**

| | | |
|---|---|---|
| Basic | | $138,600.00 |
| Furnish & Install Pneumercator ES825 Leak Sensor | | $1,875.00 |
| Washington State Sales Tax – 9% | | $12,642.75 |
| | **TOTAL** | **$153,117.75** |

| | Account Description | | Amendment 2021 | Projected 2021 |
|---|---|---|---|---|
| 7 | 337.16.00.0000 | Emergency Communications Sales Tax | 5,996,736 | 4,367,555 |
| 8 | 337,361… | Telephone Excise Taxes (Wireline, Wireless, and VoIP) | 2,535,066 | 2,535,066 |
| 9 | 342.80.50.0001 | Service Fees (County,Cities, Fire Districts, Tribes Base Fees) | 2,054,669 | 2,054,669 |
| 10 | 342.80.50.0004 | Service Fees (Operating Surcharges i.e. i/Leads, First Due) | 237,804 | 237,804 |
| 11 | 342.80.50.0002 | Contract Revenues (Humane Society) | 50,000 | 50,000 |
| 12 | 362.50.00.0000 | Tower Leases | 361,213 | 361,213 |
| 13 | 342.80.40.0002 | Emergency Management Facility Maintenance Charges | 65,835 | 65,835 |
| 14 | 334.01.80.0000 | State E911 CPD Contract KC (WA State Military) | 24,500 | 24,500 |
| 15 | 361.11.00.0001 | Investment Interest | 16,800 | 16,800 |
| 16 | **Subtotal Operating Revenues** | | **11,342,623** | **9,713,442** |
| 17 | 332.92.10.0000 | Indirect Federal Distributions | - | - |
| 18 | 369.91, 333.20 | Grants and Other Misc. Revenues | 170,000 | 5,000 |
| 19 | 342.80.50.0000 | MCT NPRV Surcharges | 72,653 | 72,653 |
| 20 | **Subtotal Special and One-Time Revenues** | | **242,653** | **327,653** |
| 21 | **Total Revenues** | | **11,585,275** | **10,041,094** |

**Operating Appropriations**

| | Account | Description | Amendment 2021 | Budget 2021 |
|---|---|---|---|---|
| 22 | 528.32.10.0000 | Regular Salaries | **6,195,683** | 6,195,683 |
| 23 | 528.32.10.0001 | Overtime Pay | **459,380** | 459,380 |
| 24 | 528.32.10.0003 | Sick Leave Payout | **-** | - |
| 25 | 528.32.10.0004 | Annual Leave Payout | **15,000** | 15,000 |
| 26 | 528.32.10.0005 | Shift Differential Pay | **3,089** | 3,089 |
| 27 | 528.32.10.0006 | Extra Help | **45,367** | 45,367 |
| 28 | 528.32.10.0007 | Out of Class Pay | **18,974** | 18,974 |
| 29 | 528.32.10.0008 | Miscellaneous Pay | **125,896** | 125,896 |
| 30 | 528.32.20.0001 | Social Security | **477,595** | 477,595 |
| 31 | 528.32.20.0002 | PERS Retirement | **800,435** | 800,435 |
| 32 | 528.32.20.0003 | Medical Insurance | **1,029,937** | 1,029,937 |
| 33 | 528.32.20.0004 | Dental Insurance | **79,484** | 79,484 |
| 34 | 528.32.20.0005 | Life Insurance | **8,892** | 8,892 |
| 35 | 528.32.20.0008 | Unemployment Compensation | **24,964** | 24,964 |
| 36 | 528.32.20.0011 | Industrial Insurance | **36,325** | 36,325 |
| 37 | 528.32.20.0012 | PFMLA | **9,237** | 9,237 |
| 38 | 528.32.20.0013 | Oregon Payroll Taxes | **798** | 798 |
| 39 | 528.32.10.0009 | Salary/Benefit Attrition | **(334,227)** | (334,227) |
| 40 | **Subtotal Operating Wages, Salaries, and Benefits** | | **8,996,830** | **8,996,830** |
| 41 | 528.32.31 | Office/Operating Supplies | 45,099 | 45,099 |
| 42 | 528.32.32 | Fuel Consumed | 10,735 | 10,735 |
| 43 | 528.32.35.0000 | Small Tools & Equipment | **15,336** | 15,336 |
| 44 | 528.32.35.0001 | Computer Software | **192,580** | 67,402 |
| 45 | 528.32.35.0002 | Computer Equipment | **40,896** | 40,896 |
| 46 | 528.32.35.0003 | Small Computer Equipment | **201** | 201 |
| 47 | 528.32.41.0000 | Engineering & Architectural | **5,112** | 5,112 |
| 48 | 528.32.41.0001 | Medical Background checks | **11,923** | 11,923 |
| 49 | 528.32.41.0002 | Management Consulting | **28,000** | 28,000 |
| 50 | 528.32.41.0003 | Legal Services | **15,143** | 15,143 |
| 51 | 528.32.41.0004 | Other Professional Service | **58,696** | 58,696 |
| 52 | 528.32.41.0005 | Advertising | **3,833** | 3,833 |

| | Account | Description | Amendment 2021 | Budget 2021 |
|---|---|---|---|---|
| 53 | 528.32.42.0000 | Telephone | **34,652** | 34,652 |
| 54 | 528.32.42.0001 | Cellular Telephone | **12,592** | 12,592 |
| 55 | 528.32.42.0002 | Postage | **2,561** | 2,561 |
| 56 | 528.32.43.0000 | Mileage | **4,030** | 4,030 |
| 57 | 528.32.43.0001 | Travel | **15,000** | 15,000 |
| 58 | 528.32.43.0002 | Per Diem | **5,000** | 5,000 |
| 59 | 528.32.43.0003 | Non-Employee Mileage | **247** | 247 |
| 60 | 528.32.43.0004 | Non Employee Travel | **160** | 160 |
| 61 | 528.32.45.0000 | Rental Expense | **51,191** | 180,028 |
| 62 | 591.32.45.0000 | Lease Expense | **180,028** | 51,191 |
| 63 | 528.32.46.0000 | Insurance | **151,228** | 151,228 |
| 64 | 528.32.47.0001 | Utilities-Water | **5,365** | 5,365 |
| 65 | 528.32.47.0002 | Utilities-Sewer | **3,638** | 2,266 |
| 66 | 528.32.47.03,04 | Utilities-Electricity | 128,508 | 128,508 |
| 67 | 528.32.47.0005 | Utilities-Waste Disposal | **4,007** | 4,007 |
| 68 | 528.32.47.0006 | Utilities-Backup Internet & Cable | **5,030** | 5,030 |
| 69 | 528.32.48.0000 | Repairs & Maintenance-Building | **130,000** | 130,000 |
| 70 | 528.32.48.01,02 | Repairs & Maintenance-Equipment | 99,376 | 99,376 |
| 71 | 528.32.48.0003 | Repairs & Maintenance-Computer Equipment | **238,530** | 395,979 |
| 72 | 528.32.49.00-02 | Bank and Finance Charges | 1,227 | 1,227 |
| 73 | 528.32.49.0003 | Dues & Subscriptions | **16,000** | 9,652 |
| 74 | 528.32.49.0004 | Registration & Tuition | **10,000** | 10,000 |
| 75 | 528.32.49.0005 | Printing & Binding | **2,556** | 2,556 |
| 76 | 528.32.49.0009 | Other Miscellaneous | **30,672** | 30,672 |
| 77 | 528.32.41.0013 | KCIS Charges (Network & Security) | **116,156** | 116,156 |
| 78 | 528.32.41.0016 | KCIS Charges (GIS) | **-** | - |
| 79 | 528.33.35.0001 | Computer Software (MCT System) | **35,000** | 2,729 |
| 80 | 528.33.35.0002 | Small Computer Equipment (MCT System) | **15,336** | 15,336 |
| 81 | 528.33.42.0001 | Cellular Telephone (MCT System) | **174,731** | 174,731 |
| 82 | 528.33.48.0003 | Repairs & Maint-Comp Equip (MCT System) | **101,455** | 101,455 |
| 83 | 528.33.41.0011 | KCIS Charges (I/Leads) | **159,807** | 159,807 |
| 84 | **Subtotal Operating Supplies and Services** | | **2,163,659** | **2,155,940** |
| 85 | **Total Operating Budget Appropriation** | | **11,160,489** | **11,152,769** |

**Technical Enhancements/Special Projects and Capital Appropriations**

| | | Project Description | Amendment 2021 | Budget 2021 |
|---|---|---|---|---|
| 86 | | Systems Technician (Project) | **48,000** | |
| 87 | **Subtotal Wages, Salaries, and Benefits** | | **48,000** | **-** |
| 88 | 1 | MCT NPRVs | **72,653** | 72,653 |
| 89 | 2 | Server Virtualization and Cyber Security | **55,000** | 55,000 |
| 90 | 3 | Microwave and Radio System Design/Prep | **100,000** | 100,000 |
| 91 | 4 | First Due Annual Maintenance | **11,316** | 11,316 |
| 92 | 5 | Replace Gate at 911 Carver | **50,000** | |
| 93 | 6 | Gold Mountain Fuel Tank Replacement | **154,000** | |
| 94 | 7 | Alerting | **521,181** | 521,181 |
| 95 | 8 | Backup Center | **33,000** | - |
| 96 | 9 | JACE Replacement for HVAC | **15,000** | 15,000 |
| 97 | 10 | Remote 911 | **289,769** | - |
| 98 | **Subtotal Supplies and Services** | | **1,301,919** | **775,150** |
| 99 | **Total Capital Projects Appropriation** | | **1,349,919** | **775,150** |
| 100 | 1 | Election Costs for SB5272 | **198,000** | 150,000 |
| 101 | **Total Other Non-Operational Projects** | | **198,000** | **150,000** |
| 102 | **Total Capital and Other Non-Operational Projects** | | **1,547,919** | **925,150** |
| 103 | | | | |
| 104 | **Total Appropriation** | | **12,708,408** | **12,077,919** |

# Kitsap 911 2021 Key Projects and Initiatives

| Technical Projects | | | | |
|---|---|---|---|---|
| Proj/Task# | | Project/Initiative | Due | Status |
| 2019 | 5 | ASAP to PSAP (Implementation) | 4Q2021 | On Track |
| 2019 | 18 | Backup Center Phase 1 (Bldg&Current Capabilities) & 2 (begin enhancing capabilities) | TBD | reevaluate |
| 2019 | 20 | Alerting | 4/30/2021 | Late |
| 2019 | 21 | SUPPORT - RMS/JMS Replacement (Support KCIS) | TBD | |
| 2019 | 31 | Replace UPS | TBD | Pending |
| 2020 | 14 | Add tinting to front windows | 12/31/2021 | Pending |
| 2020 | 16 | Curb repair and parking lot striping | 8/31/2021 | Pending |
| 2020 | 23 | Evaluate feasibility of bringing all IT functions in house | TBD | Pending |
| 2020 | 24 | Facilitate discussion with fire RE Fire RMS | TBD | Pending |
| 2020 | 25 | Facilitate discussions with LE re Data/Records/Report Writing Unit | TBD | Pending |
| 2020 | 27 | evaluate Replace Helpdesk Software | 4/30/2021 | Complete |
| 2020 | 28 | evaluate inventory software replacement | 4/30/2021 | Complete |
| 2020 | 30 | Evaluate how to manage incoming data and media (NG911, Cameras, etc.) | TBD | Pending |
| 2021 | 32 | Closest Fire Unit Dispatch- Changing Gears Deployments | 10/31/2022 | At Risk |
| 2021 | 33 | Roll out 911 Automatic Call Distribution | 2/28/2021 | Complete+ |
| 2021 | 34 | Replace HVAC Controller | 6/20/2021 | Complete+ |
| 2021 | 35 | Server Virtualizaiton and Cyber Security enhancements and Remote 911 Mutual Aid | 12/31/2021 | Pending |
| 2021 | 36 | Conduct Drive Testing (rf and cellular) | 4/12/2021 | Complete |
| 2021 | 37 | Replace Gold Mtn Fuel Tank | 12/31/2021 | On Track |
| | 100 | Select Stakeholder Group | Complete | Complete |
| | 101 | Complete Simlacast Tuning | Complete | Late |
| | 102 | Evaluate/quantify coverage footprint/quality issues | Complete | Complete |
| | 103 | Finalize needs summary, preliminary plan, and funding decisions | 5/30/2021 | On Track |
| | 104 | Select MCT Replacement Evaluation Team (Agency Contacts) | 6/1/2021 | Complete |
| | 105 | Draft RFP for Design and Build | 8/1/2021 | Late |
| | 106 | Select Radio Advisor/Owner's Rep Consultant | 8/31/2021 | Late |
| | 107 | Establish Governance and Design CAD to CAD Interface (Pierce) | 10/31/2021 | Pending |
| | 108 | Refresh 911 Telephone System | 11/15/2021 | Complete |
| | 109 | Select Radio Sytem Vendor | 12/7/2021 | |
| | 110 | MCT Hardware Upgrade | TBD | Pending |
| | 111 | MCT Software Upgrade | TBD | Pending |
| | 112 | CAD upgrade | TBD | Pending |