

Kitsap 911 Executive Committee Meeting
November 22, 2023 ~ 1:00 PM to 3:00 PM
Via Zoom or public in-person at Kitsap 911

A G E N D A

1. Call to Order (Chair)
2. Washington State Auditor Exit Conference for fiscal year 2022 (SAO)
3. Public Comment (limited to 2 minutes per speaker) (Chair)
4. Additions to Agenda (Chair)
5. [Approval of Minutes \(10/25/2023\)](#) (Chair)
6. Approval of Payment of Claims- Fund 89822 (Operating Fund) (Chair)
 - a. [A/P Warrant Numbers 6018 through 6067](#)
Total \$209,599.89
 - b. [Payroll Dated: 10/27/2023, and 11/10/2023.](#)
Total: \$813,434.35
7. Ratification of Executed Contracts
 - a. [K911-074 \(E24-161\)](#) Washington State Military Department, (Kirton)
2022 State and Local Cybersecurity Grant, \$94,000, 12/01/22-01/31/2025.
 - b. K911-073 Zetron, Console System Upgrade, \$2,399,315, (Kirton)
term at completion of work.
Link: <http://www.kitsap911.org/wp-content/uploads/2023/11/K911-073-Zetron.pdf>
8. Action Items (Kirton)
 - a. Approval of contract K911-061 A An amendment with RACOM, will not exceed \$645,657.00.
Link: <http://www.kitsap911.org/wp-content/uploads/2023/11/K911-061-A-RACOM-amendment-.pdf>
 - b. [Approval of Resolution 2023-005](#) Removal of Asset No. 70083 (Kirton)
2004 Chevy Silverado from Kitsap 911 Inventory and declare as surplus.
9. Discussion Items
 - a. K911-072 contract with RACOM for P2 Trunked Radio System (*Kirton/Peabody*)
Link: <http://www.kitsap911.org/wp-content/uploads/2023/11/K911-072-RACOM-Radio-System.pdf>
 - b. [2024 Capital and Other Non-Operating Project Budget](#) (Kirton/Rogers)
 - c. December 5, 2023 Board of Directors Meeting (Kirton)
 - i. 2024 Board of Director Meeting Schedule
 - ii. 2024 Capital and Other Non-Operating Project Budget
 - iii. Approval of K911-072 RACOM
 - iv. Other?
10. Staff Reports (time-permitting)
 - a. LMR Project Update (Peabody)

- b. Finance Report
- c. Staffing Report
- d. Goals and Tech Projects Update
- e. Emerging Issues

(Rogers)
(Jameson)
(Wecker)
(Kirton)

11. Good of the Order

12. Adjourn

Topic: Kitsap 911 Executive Committee
Time: November 22, 2023 1:00PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/87067478180?pwd=L0FYWjhWk0tzcDlacUlyMlI3TDISZz09>

Meeting ID: 870 6747 8180

Passcode: 911

One tap mobile

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+12532158782,,87067478180#,,, *911# US (Tacoma)

Dial by your location

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 444 9171 US

+1 719 359 4580 US

+1 720 707 2699 US (Denver)

+1 689 278 1000 US

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 646 558 8656 US (New York)

+1 646 931 3860 US

Meeting ID: 870 6747 8180

Passcode: 911

Find your local number: <https://us06web.zoom.us/j/kPrvKjGb>



Kitsap 911 Executive Committee Meeting of October 25, 2023

The Kitsap 911 Executive Committee met via a virtual Zoom meeting and public in-person at Kitsap 911. Present were Director Dusty Wiley (Chair), Director David Ellingson, Director Joe Deets, Director John Gese, Strategic Advisory Vice Chair Jim Gillard, Legal Counsel for Kitsap 911 Ken Bagwell, Executive Director Richard Kirton, Assistant Director of Operations Jamie Donley, Finance Manager Steve Rogers, Radio Program Manager Scott Peabody, and Administrative Specialist Stephanie Browning

Guests: Eric Olsen- RACOM

Absent: Director Greg Wheeler, Strategic Advisory Board Chair Chief Ron Harding, Deputy Director Maria Jameson-Owens, and Technical Systems Manager Brandon Wecker

Call to Order. Chair Dusty Wiley called the meeting to order at 1302.

Public Comment: Eric Olsen with RACOM said thank you for the opportunity to sit and listen.

Additions: None

Approval of Minutes 09/27/2023

Director David Ellingson made a motion to approve minutes from 09/27/2023. Motion was seconded by Director Joe Deets. Motion Passed.

Approval of Payment of Claims-Fund 89822:

Director David Ellingson moved approval of A/P 5952 through 6017 Total \$270,435.24.

Payroll dated 09/15/2023, 09/29/2023 and 10/13/2023 Total \$1,197,662.93

Use Tax 08/01/2023-08/31/2023 Total \$44.61

Motion was seconded by Director Joe Deets. Motion Passed.

Ratification of Executed Contract:

K911-071 Washington Traffic Safety Commission (HVE Grant)-Director Richard Kirton reported this is a contract for Kitsap 911 to provide dispatch services for DUI emphasis events. This is an ongoing agreement that we renew annually.

KC-085-23 First amendment, Sublease and Joint Use Agreement between Kitsap County and Kitsap 911 for facility at 911 Carver Street, Bremerton- Director Kirton reported this amendment incorporates Kitsap County's renewal of the property lease.

Director David Ellingson made a motion to ratify contract K911-071 with Washington Traffic Safety Commission and KC-085-23 First amendment sublease with Kitsap County. Motion was seconded by Director Joe Deets Motion Passed.

Discussion:

None

Staff Reports:

LMR Project Update

Radio Program Manager Scott Peabody presented on the current statuses (presentation attached); there are three main contracts in the works. The radio contract is complex and for building sites, user radios and the logging recorder. The microwave contract is an amendment to the existing contract and adds the additional sites for the build. The console system contract is with Zetron and provides the main system, backup system, and maintenance and support. The first RFP status is for the DC Power system. Clarification letters will be going out to vendors shortly. The UPS second round RFP was opened today and four proposals were received. Director Ellingson shared that King County's new radio system is up and running and they have seen an improvement with their coverage. Kitsap County has that to look forward to once our system is going. It took King County approximately nine years to complete.

Finance Report

Finance Manager Steve Rogers reported on the financial position as of September 30, 2023 (attached in agenda packet). The operating revenues were about 4% over budget expectations. Other revenues were 2.4 million. Operations expenditures were under budget and Kitsap 911 continues on the right track with labor and non-labor expenditures. 3.5M has been expended with the Radio, LMR and 1.1M on other capital projects. No reserves have been used to date, and the risks remain the same.

Staffing Report

Mr. Kirton stated there have been no staffing changes since the last meeting. An onsite assessment center is taking place today for the vacant Supervisor positions. There is a tentative job offer for the Executive Assistant position and the Records Clerk position will be opening soon.

Goals Update

Executive Director Richard Kirton reported on the status of the 2023 Projects.

2019-1 Backup Center- The property owner contacted Kitsap 911 and requested some clarification on the electrical design. The team has met with the building owner and electrician to go over wire plan requests. The construction of the interior walls will start once this is reviewed and finalized.

2019-3 Replace UPS System- The RFP for the UPS System has closed, and Kitsap 911 received four responses that will need to be analyzed.

2023-13 CAD to CAD interface with South Sound- The vendor is continuing to work independently with Kitsap 911 and South Sound, and there is a standing meeting with our counterpart at South Sound to keep the project moving forward.

2023-26 Replacement of Dispatch Consoles, Carpeting, soundproofing on dispatch floor-Kitsap 911 had a team evaluating different consoles and looking at specs for carpeting and soundproofing.

Mr. Kirton shared that Kitsap 911 has ongoing cybersecurity work being done as a part of a new improvement project. Kitsap 911 just received grant funding for some of the future work. More information to come on this project.

Emerging Issues-

Mr. Kirton reported approximately 2 years ago we discussed the idea of agencies around the county advertising for temporary employees. The agency would pay travel costs and housing costs for the employees to work for them while they stabilize their staffing. This has grown into a traveling dispatcher staffing model and staffing companies that are specializing in this are popping up.

Mr. Kirton attended the Washington State APCO/NENA conference and during the Directors and Coordinators meeting, there was a fair amount of talk of potentially going to the Legislature and asking for an increase to the telephone excise tax. The 911 Advisory Committee appointed a team to look at this potential increase. The committee gave out their first report last week at the conference. Mr. Kirton does not believe they will have anything ready for the 2024 Legislature Session but there should be a recommendation in the 2025 session.

Mr. Kirton said with Artificial Intelligence developing, there is a product that has good potential offering. For the 911 side, it could offer 911 services, call screening, QA and QI. We will continue to monitor this progress.

Mr. Kirton reported his counterparts from around the state are reporting a diminished level of engagement with 911 people from 988. They have asked the State 911 coordinator to have conversations with the State 988 coordinator so we can move it back in the right direction with 911 involvement. This was brought to attention as 911 centers are talking about co-location projects where we could embed 988 within a 911 center. A few pilots were going to be South Sound 911 and Valley Communications. South Sound project had hired one person and were going to hire another, and Valley Communications was getting their agreements in place. The State Dept of Health paused both programs, but the existing employee is continuing with South Sound. The phased process will continue through the end of year and reassess next year. Director Ellingson asked if Mr. Kirton thinks it will be a good thing for us to be involved in, as it's a whole different funding mechanism. Mr. Kirton said the model they are using has been used in other states (Arizona and Utah). The 988 employee is an employee of the 988-service provider and all funding is provided through them. The advantage in having them in the 911 center is they can bridge the gap with the programs and external mental health support programs. Infrastructures costs are very minimal, but more information will come as they progress.

Executive Session-

No Executive Session was needed.

Good of the Order-

Director David Ellingson shared the Washington State Fire Commissioners health care report shows no larges swings. Its running at 105% and dental is 97.5%. The Board approved a 2% increase in the stop loss.

Adjournment 13:43

The next regular meeting of the Kitsap 911 Executive Committee will be November 08, 2023

Executive Committee Program Update

October 25, 2023

R. Scott Peabody, P.E.

speabody@kitsap911.org

360 552-8402





Topics

- **Explain the Three “Radio” Contracts**
 - Radio Contract and Task Orders
 - Console System Contract
 - Microwave Amendment
- **Microwave Project Status**
- **DC Power and UPS RFP Status**



Three Contracts with Task Orders

Radio Contract:

- Stage 1 Instructure
- Logging Recorders

Console System Contract:

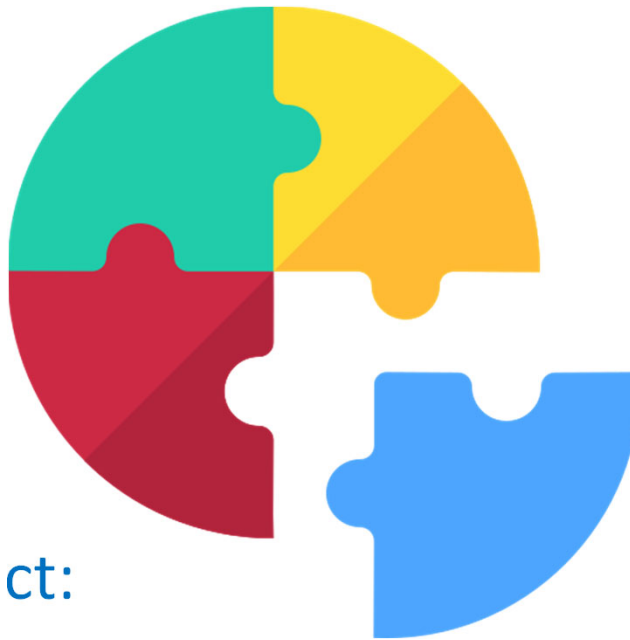
- Main & Backup System
- Maint. & Support

Microwave Contract:

- Stage 1 Amendment

Radio Contract:

- User Radios



Plus: Tower Leases, Construction Contracts, Site Improvements, etc.

Three Contracts with Task Orders

Radio Contract:

- Stage 1 Instructure
- User Radios
- Logging Recorders

Console System Contract:

- Main & Backup System
- Maint. & Support

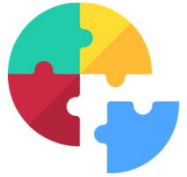
Microwave Contract:

- Stage 1 Amendment



Plus: Tower Leases, Construction Contracts, Site Improvements, etc.

Radio Contract Structure¹



Task Order	Exhibit	Purpose
Stage 1 Infrastructure	Exhibit 1	Contract Terms and Conditions
	Exhibit 2	System Description
	Exhibit 3	Statement of Work with Payment Milestones and Pricing
	Exhibit 4	Responsibility Matrix
	Exhibit 5	Warranty and Support
User Radios a.k.a Terminals	Exhibit 2A	System Description
	Exhibit 3A	Statement of Work with Payment Milestones and Pricing
	Exhibit 4A	Responsibility Matrix
	Exhibit 5A	Warranty and Support
Logging Recorders	Exhibit 2B	System Description
	Exhibit 2B	Statement of Work with Payment Milestones and Pricing
	Exhibit 3B	Responsibility Matrix
	Exhibit 4B	Warranty and Support

¹ Stage 2 and Stage 3 task orders have prices established and forecasted in cashflow model with the number and mix of sites determined in design after contract execution.

3 Stage Coverage Rollout



Stage 1 – 16 Sites

Bremeton City Hall	BCH
CENCOM	CC
Cultus Bay	CB
East 30th	E30
Gold Mountain	GM
Hansville Road	HR
Kingston	KG
Lincoln Hill	LH
Mandus Olson	MO
Newberry Hill	NH
Orchard Heights	OH
Purdy - Shared	PU
Simon Point	SP
Suquamish	SU
Teal Lake	TL
View Park - Existing	VP

Coverage:

- P25 ~ On-street
- Broadband (LTE & Wi-Fi)
- Existing VHF

Stage 2 – 22 Sites

Bremeton City Hall	BCH
CENCOM	CC
Cultus Bay	CB
East 30th	E30
Gold Mountain	GM
Hansville Road	HR
Kingston	KG
Lincoln Hill	LH
Mandus Olson	MO
Newberry Hill	NH
Orchard Heights	OH
Purdy - Shared	PU
Simon Point	SP
Suquamish	SU
Teal Lake	TL
View Park - Existing	VP
Bainbridge Island Cell Tower	BICT
KCJV Water Tank - Cell Tower	KCJV-WT
Kingston Pope - AT	KP-AT
Poulsbo FD77	PFD77
SKFR-Station 16	SKFR16
St Michael Medical	SM

Better Coverage :

- New Sites based on Stage 1 Predictions
- Site Locations and Number TBD

Stage 3 – 31 Sites

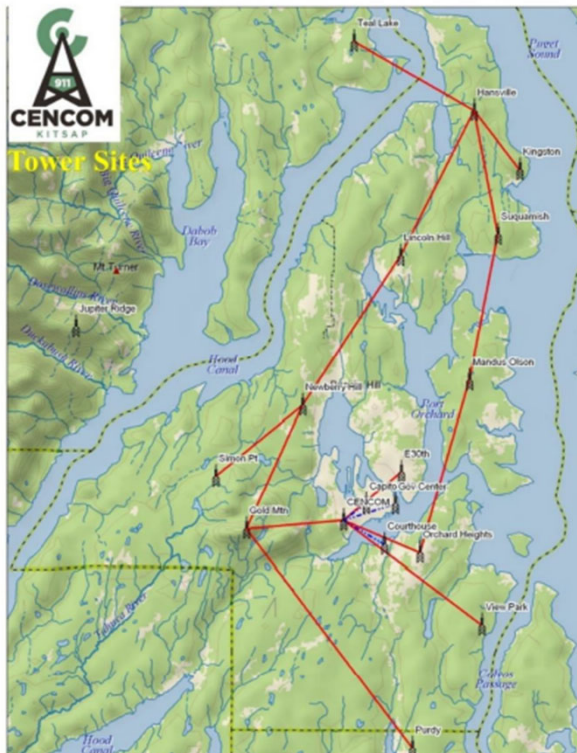
Bremeton City Hall	BCH
CENCOM	CC
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Purdy - Shared	PU
Simon Point	SP
Suquamish	SU
Teal Lake	TL
View Park - Existing	VP
Bainbridge Island Cell Tower	BICT
KCJV Water Tank - Cell Tower	KCJV-WT
Kingston Pope - AT	KP-AT
Poulsbo FD77	PFD77
SKFR-Station 16	SKFR16
St Michael Medical	SM
Bremerton Raceway - Airport	BRA
Central Kitsap FR Station 41	CKFR41
Island Lake Community Fire Station	STA-42
Kitsap County Courthouse	KCC
Naval Base - Tower Rd	NB-T
Quilcene SBBA	SBA-Q
SKFR-Station 11	SKFR-S11
Sunny Slope - AT	SS-AT
Water Tank HW 305	HW305

Better Coverage:

- Based on Stage 1 Coverage Experience
- Site Locations and Number TBD



Microwave Update



Yesterday

- Completed Equipment Installations
- Commissioning Next Week **Scheduled**
- Remaining Work:
 - Acceptance Testing
 - 30-day Acceptance Period
 - Close Out
- Stage 1 Coverage Requires Microwave to 3 more sites: Bremerton City Hall, E30th, and Kingston





Power RFPs Status

- **DC Power**
 - **Scope: Replace Systems at 12 radio Sites**
 - **Evaluating Proposals**
 - **Clarification Letters Going Out**
- **UPS**
 - **Scope: Replace Aging System**
 - **First Round: No Acceptable Proposals**
 - **Second Round: Four Proposals Opened Today**

ACCOUNTS PAYABLE

Warrants # 6018-6067

As Of: 11/14/2023

Time: 15:41:45 Date: 11/09/2023

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Kitsap 911

Accts Pay #	Received	Date Due	Vendor	Amount	Memo	
7155	10/19/2023	11/14/2023	154	ABM JANITORIAL SERVICES	426.72	Additional Janitorial Days Sept 2023
7156	10/31/2023	11/14/2023	154	ABM JANITORIAL SERVICES	1,517.26	October 2023 Janitorial Services
7157	10/23/2023	11/14/2023	498	ACA GPS LLC	249.00	Reporting only ACA Management Tool
7158	10/17/2023	11/14/2023	157	ADCOMM ENGINEERING LLC	997.50	FCC Licensing Services October 2023 Billing
7159	10/18/2023	11/14/2023	155	APCO INTERNATIONAL	2,615.00	2024 APCO Membership Dues
7160	11/07/2023	11/14/2023	479	AT&T MOBILITY LLC	389.64	09.20-10.19.2023
7161	10/16/2023	11/14/2023	573	BAGWELL LAW PLLC	682.50	08.28-09.30.2023
7162	10/19/2023	11/14/2023	167	CDW GOVERNMENT	6,085.74	2023-1016B
7163	10/23/2023	11/14/2023	322	CENTURYLINK, BUSINESS SERVICES	84.91	09.04-10.03.2023
7164	10/23/2023	11/14/2023	172	CENTURYLINK	3,262.12	10.16-11.16.2023
7165	10/26/2023	11/14/2023	324	CINTAS FIRE 636525	489.76	Fire Alarm Repair
7166	10/26/2023	11/14/2023	174	CITY OF BREMERTON UTILITY BILLING	670.25	09.05-10.09.2023
7167	10/31/2023	11/14/2023	483	CONNECTWISE	2,194.92	11.01-11.30.2023
7168	10/31/2023	11/14/2023	564	DOORDASH INC	366.00	October DashPass
7169	10/31/2023	11/14/2023	564	DOORDASH INC	625.00	Kitsap 911 Expensed Meals
7170	11/01/2023	11/14/2023	579	EADIE KALTENBACHER	12,750.00	October 2023
7172	10/13/2023	11/14/2023	198	FEDEX	20.01	October 13, 2023 Statement
7173	11/07/2023	11/14/2023	198	FEDEX	31.04	Nov 3, 2023 Statement
7174	10/31/2023	11/14/2023	198	FEDEX	39.23	Oct 20, 2023 Statement
7175	10/27/2023	11/14/2023	199	FERRELLGAS	106.73	Suquamish Tower
7176	10/16/2023	11/14/2023	599	FONEMED LLC	1,109.10	September 2023
7177	11/01/2023	11/14/2023	201	GTP ACQUISITION PARTNERS I LLC	4,852.14	View Park Tower Rental
7178	10/24/2023	11/14/2023	576	HERMANSON COMPANY, LLP	891.07	E 30th Street
7179	10/24/2023	11/14/2023	576	HERMANSON COMPANY, LLP	891.07	Mandus Olson
7180	10/24/2023	11/14/2023	576	HERMANSON COMPANY, LLP	1,369.37	Hansville Rd
7181	10/24/2023	11/14/2023	576	HERMANSON COMPANY, LLP	1,369.37	Orchard Heights
7182	10/24/2023	11/14/2023	576	HERMANSON COMPANY, LLP	1,377.01	Suquamish Tower
7183	10/24/2023	11/14/2023	576	HERMANSON COMPANY, LLP	7,773.95	Gold Mountain
7200	10/18/2023	11/14/2023	570	HIS HANDS MAINTENANCE	464.10	Winter irrigation
7201	11/01/2023	11/14/2023	570	HIS HANDS MAINTENANCE	993.72	November 2023 Landscaping
7184	11/01/2023	11/14/2023	204	HOLADAY PARKS, INC.	1,419.60	October Maintenance Controls
7185	11/01/2023	11/14/2023	240	JEFFERSON COUNTY PUD #1	173.79	09.13-10.06.23
7186	11/01/2023	11/14/2023	411108	JONES, WILLIAM A	152.93	APCO WA travel reimbursement
7187	10/31/2023	11/14/2023	210	KELLEY IMAGING	497.74	11.15-12.14.2023
7203	10/20/2023	11/14/2023	170	KITSAP 911 PETTY CASH	269.75	Petty cash reimbursement
7188	10/31/2023	11/14/2023	213	KITSAP SUN (ADVERTISING)	141.16	2nd UPS RFP Legal Notice
7189	10/30/2023	11/14/2023	247805	LAW, CHRISTINE	74.34	APCO WA Reimbursement
7190	10/31/2023	11/14/2023	534	LIONBRIDGE TECHNOLOGIES, LLC	9.69	Oct 2023 Telephonic
7191	10/31/2023	11/14/2023	218	LOWE'S BUSINESS ACCOUNT	181.38	Nov 2023 Lowes Statement
7192	11/08/2023	11/14/2023	226	MAGNUM PRINT SOLUTION	957.33	Toner 2023-0424A

ACCOUNTS PAYABLE

Warrant # 6018-6067

As Of: 11/14/2023

Time: 15:41:45 Date: 11/09/2023

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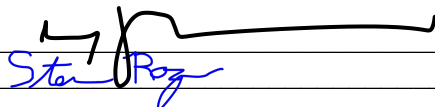
Kitsap 911

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
7171	10/10/2023	11/14/2023	519 NATIONAL TESTING NETWORK	595.08	Executive Assistant
7194	10/10/2023	11/14/2023	519 NATIONAL TESTING NETWORK	46.00	September 2023 ECOMM Test
7195	10/31/2023	11/14/2023	519 NATIONAL TESTING NETWORK	690.00	October 2023 ECOMM Testing
7196	10/31/2023	11/14/2023	507 NORTHWEST OPEN ACCESS NETWORK	312.00	Oct 2023
7197	10/24/2023	11/14/2023	225 OFFICE DEPOT	52.32	Supplies for Steve Rogers
7198	10/30/2023	11/14/2023	225 OFFICE DEPOT	615.65	2024 Calendars and Planners
7199	10/23/2023	11/14/2023	398070 OLIVER, JANA M	373.71	APCO WA travel Reimbursement
7202	11/07/2023	11/14/2023	232 PENINSULA LIGHT CO.	59.52	09.15-10.15.2023
7193	11/08/2023	11/14/2023	436 PRINTING SERVICES, INC	43.68	Business Card for John Sprague
7204	10/30/2023	11/14/2023	241 PUGET SOUND ENERGY	405.28	09.08-10.09.23 Mandus Olsen Account 220032356507
7205	10/30/2023	11/14/2023	411076 RING, SHEILA A	383.47	APCO WA travel Reimbursement
7206	11/01/2023	11/14/2023	245 SELECT ADVANTAGE	1,305.00	October 2023 assessment services
7207	11/01/2023	11/14/2023	249 SPOK, INC.	29.91	11.01-11.30.2023
7208	11/02/2023	11/14/2023	535 SPRINGBROOK HOLDING COMPANY, LLC	26,905.31	01.01-12.31.2024 Financial Plus, Enterprises User Subscription, Payroll Plus Subscription
7209	10/19/2023	11/14/2023	447 STAR MICROWAVE	1,740.00	2023-1003A
7211	11/07/2023	11/14/2023	311 T-MOBILE	10.65	09.21-10.20.23
7210	10/30/2023	11/14/2023	314012 TATE , RACHELLE M	74.34	APCO WA Travel Reimbursement
7212	10/18/2023	11/14/2023	273 TPSC	98,784.67	November 2023 Medical
7213	10/27/2023	11/14/2023	264 VERIZON WIRELESS	1,193.71	09.11-10.10.2023
7214	10/27/2023	11/14/2023	264 VERIZON WIRELESS	12,439.06	09.11-10.10.2023
7216	10/18/2023	11/14/2023	425 WASHINGTON STATE AUDITORS OFFICE	1,601.25	Accountability and Financial Audit for 2022
7215	10/23/2023	11/14/2023	400 WASHINGTON STATE CHAPTER OF APCO	2,065.00	APCO WA Conference Registrations 2023
7217	11/01/2023	11/14/2023	596 WEX BANK	756.39	October 2023 Fuel Purchases
7218	11/07/2023	11/14/2023	163 WM CORPORTATE SERVICES INC	545.95	10.01-10.31.2023
Report Total:				209,599.89	

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
 ATTACHED DOCUMENTS ARE ORIGINALS
 AND CERTIFIED BY
 EXECUTIVE COMMITTEE CHAIR



 Stephanie Browning 11/10/2023

 Stephanie Browning 11/09/2023



Kitsap 911

AFFIDAVIT FOR PAYROLL ISSUE

Pay Date: 10/27/2023
Pay Period: 10/09/2023 to 10/22/2023

Pay Detail - FD00822	
Item	Amount
Net Payroll	\$ 217,092.04
941 Tax (Withholding, Social Security & Medicare)	77,547.65
Unemployment	601.90
Labor & Industries	1,227.36
PFML Premiums	2,074.15
Long-Term Care Act Premiums	1,544.81
PERS 2 & PERS 3	49,073.05
Washington State Deferred Comp	1,961.63
Mission Square Deferred Comp and Roth IRA	3,693.08
AFLAC	469.27
Guild Dues	1,680.00
Total Payroll	\$ 356,964.94

Healthcare & Other Benefits/Deductions - Paid from Accounts Payable or by EFT			
Item	Employee Portion	Kitsap 911 Portion	Total
Health Insurance	\$ 2,061.83	\$ 43,125.11	\$ 45,186.94
Dental Insurance	140.27	3,220.81	3,361.08
Life Insurance	178.62	314.23	492.85
Total Health Care & Other Benefits/Deductions			\$ 49,040.87

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:	\$ 406,005.81
Transferred to Payroll Account	\$ 356,964.94

Prepared By (Kitsap 911)

10/25/2023

DATE

Authorized Signature (Kitsap 911)

DATE

Executive Committee Chair

DATE



Kitsap 911

AFFIDAVIT FOR PAYROLL ISSUE


Pay Date: 11/10/2023
Pay Period: 10/23/2023 to 11/05/2023

Pay Detail - FD00822	
Item	Amount
Net Payroll	\$ 219,826.86
941 Tax (Withholding, Social Security & Medicare)	75,608.98
Unemployment	606.77
Labor & Industries	1,339.59
PFML Premiums	1,885.64
Long-Term Care Act Premiums	1,553.86
PERS 2 & PERS 3	49,677.39
Washington State Deferred Comp	1,945.33
Mission Square Deferred Comp and Roth IRA	3,683.01
AFLAC	578.61
Guild Dues	1,680.00
Total Payroll	\$ 358,386.04

Healthcare & Other Benefits/Deductions - Paid from Accounts Payable or by EFT			
Item	Employee Portion	Kitsap 911 Portion	Total
Health Insurance	\$ 2,077.99	\$ 43,109.61	\$ 45,187.60
Dental Insurance	141.89	3,220.15	3,362.04
Life Insurance	178.63	314.23	492.86
Total Health Care & Other Benefits/Deductions			\$ 49,042.50

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:	\$ 407,428.54
Transferred to Payroll Account	\$ 358,386.04



Prepared By (Kitsap 911)

11/07/2023

DATE



Authorized Signature (Kitsap 911)



DATE

Executive Committee Chair

DATE

**Washington Military Department
STATE AND LOCAL CYBERSECURITY GRANT PROGRAM AGREEMENT FACE SHEET**

1. Subrecipient Name and Address: Kitsap 911 Public Authority 911 Carver St. Bremerton, WA 98312		2. Grant Agreement Amount: \$94,000		3. Grant Agreement Number: E24-161			
4. Subrecipient Contact, phone/email: Richard Kirton, 360-307-5900 rkirton@kitsap911.org		5. Grant Agreement Start Date: December 1, 2022		6. Grant Agreement End Date: January 31, 2025			
7. Department Contact, phone/email: Courtney Bemus, 253-512-7141 courtney.bemus@mil.wa.gov		8. Unique Entity Identifier (UEI): PKTHHKA2BT4		9. UBI # (state revenue): 604-008-144			
10. Funding Authority: Washington Military Department (the Department) and the U.S. Department of Homeland Security (DHS)							
11. Federal Funding Identification #: EMW-2022-CY-00017		12. Federal Award Date: 12/21/2022		13. Assistance Listings # & Title: 97.137 – 22SLCGP			
14. Total Federal Award Amount: \$3,666,530		15. Program Index # & OBJ/SUB-OBJ: 725C3 (State), 725C4 (Local-Rural), 725C5 (Local-Not Rural) / NZ			16. EIN 81-2446001		
17. Service Districts: BY LEGISLATIVE DISTRICTS: 23, 26, 27, 28, 29, 35 BY CONGRESSIONAL DISTRICTS: 6		18. Service Area by County(ies): Kitsap		19. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____			
20. Agreement Classification <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency				
22. Subrecipient Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO			23. Subrecipient Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER				
24. PURPOSE & DESCRIPTION: The goal of the Federal Fiscal Year (FFY) 2022 State and Local Cybersecurity Grant Program (22SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. security. Strengthening cybersecurity practices and resilience of SLT governments is an important homeland security mission and the primary focus of the SLCGP. Through funding from the Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL), the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services. The Department is the Recipient and Pass-through Entity of the 22SLCGP DHS Award Letter for Grant No. EMW-2022-CY-00017 ("Grant"), which is incorporated in and attached hereto as Attachment C and has made a subaward of funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement.							
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced attachments which are hereby incorporated, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); DHS Award Letter (Attachment C), Work Plan (Attachments D), Budget (Attachment E), Timeline (Attachment F); and all other documents and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.							
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: <table style="width:100%; border:none;"> <tr> <td style="width:50%; vertical-align: top;"> 1. Applicable federal and state statutes and regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget </td> <td style="width:50%; vertical-align: top;"> 4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference. </td> </tr> </table>						1. Applicable federal and state statutes and regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget	4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference.
1. Applicable federal and state statutes and regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget	4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference.						
WHEREAS, the parties have executed this Agreement on the day and year last specified below.							
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:				
_____ Signature Regan Anne Hesse, Chief Financial Officer Washington Military Department			_____ Signature Richard Kirton, Executive Director Kitsap 911 Public Authority				
Date 10/25/2023			Date 11/16/23				
BOILERPLATE APPROVED TO FORM: Alex Staub Assistant Attorney General			APPROVED AS TO FORM (if applicable): _____ Signature Date				

SPECIAL TERMS AND CONDITIONS

ARTICLE I. KEY PERSONNEL

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

SUBRECIPIENT		DEPARTMENT	
Name	Richard Kirton	Name	Courtney Bemus
Title	Executive Director	Title	Program Coordinator
Email	rkirton@kitsap911.org	Email	courtney.bemus@mil.wa.gov
Phone	360-307-5900	Phone	253-512-7141
Name	Brandon Wecker	Name	Sierra Wardell
Title	Technology Services Manager	Title	Financial Operations Section Manager
Email	bwecker@kitsap911.org	Email	sierra.wardell@mil.wa.gov
Phone	360-307-5860	Phone	253-512-7121
Name	Steve Rogers	Name	Grant Miller
Title	Finance Manager	Title	Program Assistant
Email	srogers@kitsap911.org	Email	grant.miller@mil.wa.gov
Phone	360-307-5802	Phone	253-512-7145

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22SLCGP, including, but not limited to, all criteria, restrictions, and requirements of *“The Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2022 State and Local Cybersecurity Grant Program”* (hereafter “the NOFO”) document, the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

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

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

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

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 22SLCGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.
- b. If the Subrecipient also becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient, the Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 22SLCGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 22SLCGP funds, including, but not limited to, those contained in 2 CFR 200.
 - ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22SLCGP Program, including, but not limited to, all criteria, restrictions, and

requirements of the NOFO , the DHS Award Letter for the Grant in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.

- iii. The Subrecipient shall be responsible to the Department for ensuring that all 22SLCGP federal award funds provided to its subrecipients are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

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

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.

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

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

- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within the time period notated in the Timeline (Attachment F), except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's subproject(s).
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline [Attachment F]) will prohibit the Subrecipient from being reimbursed until such reports are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. A written amendment will be required if the Subrecipient expects cumulative transfers among solution area totals, as identified in the Budget (Attachment E), to exceed ten percent (10%) of the Grant Agreement Amount. Any changes to solution area totals not in compliance with this paragraph will not be reimbursed without approval from the Department.
- m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachments D) activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report (in the format provided by the Department) describing all completed activities under this Agreement.
- c. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the *Department an Audit Certification/FFATA* Form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

4. EQUIPMENT AND SUPPLY MANAGEMENT

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:
 - i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.
 - ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.

- iii. Inventory system records shall include:
 - A. Description of the property;
 - B. Manufacturer's serial number, model number, or other identification number;
 - C. Funding source for the property, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11);
 - D. Assistance Listings Number (Face Sheet, Box 13);
 - E. Who holds the title;
 - F. Acquisition date;
 - G. Cost of the property and the percentage of federal participation in the cost;
 - H. Location, use and condition of the property at the date the information was reported;
 - I. Disposition data including the date of disposal and sale price of the property.
- iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of the equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.
- vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
- vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
- viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
 - A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
 - B. For Equipment:
 - 1) Items with a current per-unit fair-market value of five thousand dollars (\$5,000) or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.
 - 2) Items with a current per-unit fair-market value in excess of five thousand dollars (\$5,000) may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).

- ix. Records for equipment shall be retained by the Subrecipient for a period of six (6) years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six- (6-) year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- d. If funding is allocated to support emergency communications activities, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at <https://www.cisa.gov/safecom/funding>, including provisions on technical standards that ensure and enhance interoperable communications.
- e. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)*, Pub. L. No. 115-232 (2018) and 2 CFR 200.216, 200.327, 200.471, and Appendix II to 2CFR200. Recipients and subrecipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO.

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

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
 - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- f. The Subrecipient must pass through equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

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

6. PROCUREMENT

The Subrecipient shall comply with all procurement requirements of 2 CFR 200.317 through 200.327 and as specified in the General Terms and Conditions (Attachment B, A.10).

- a. For all contracts expected to exceed the simplified acquisition threshold, per 2CFR200.1, the Subrecipient must notify the Department. The Department may request pre-procurement documents, such as request for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications to any non-federal entity to which Subrecipient makes any award.
- b. For all sole source contracts expected to exceed the micro-purchase threshold per 2 CFR 200.1, the Subrecipient must submit justification to the Department for review and approval. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications to any non-federal entity to which Subrecipient makes any award..

7. SUBRECIPIENT MONITORING

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that subrecipients receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form. Reporting requirements are referenced in section 3.c.
- c. Monitoring activities may include, but are not limited to:
 - i. Review of financial and performance reports;
 - ii. Monitoring and documenting the completion of Agreement deliverables;
 - iii. Documentation of phone calls, meetings (e.g., agendas, sign-in sheets, meeting minutes), e-mails, and correspondence;

- iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement Work Plan (Attachments D-1, D-2, D-3), Budget (Attachment E), and federal requirements;
 - v. Observation and documentation of Agreement-related activities, such as exercises, training, events, and equipment demonstrations; and
 - vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.
 - e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a corrective action plan.

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

The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <https://www.lep.gov>.

B. SLCGP SPECIFIC REQUIREMENTS

1. The Subrecipient must use SLCGP funds only to perform tasks as described in the Work Plan (Attachments D) and the Subrecipient's approved application for funding incorporated into this Agreement.
2. Subrecipients are required to complete the Nationwide Cybersecurity Review (NCSR) <https://www.cisecurity.org/ms-isac/services/ncsr>, a free, anonymous, annual self-assessment designed to measure gaps and capabilities of a SLT's cybersecurity programs by December 1, 2023, to benchmark and measure progress of improvement in their cybersecurity posture. Completion should continue annually per the Timeline (Attachment F). For more information, visit [Nationwide Cybersecurity Review \(NCSR\) \(cisecurity.org\)](#).
3. Subrecipients are required to participate in free cyber hygiene services, specifically vulnerability scanning and web application scanning. To register for these services, email vulnerability@cisa.dhs.gov with the subject line "Requesting Cyber Hygiene Services – SLCGP" to get started. Indicate in the body of your email that you are requesting this service as part of the SLCGP. For more information, visit CISA's [Cyber Hygiene Information Page](#).
4. Subrecipients may retain a maximum of up to five percent of the Grant agreement Amount for management and administration (M&A) activities, directly relating to the management and administration of SLCGP funds, such as financial management and monitoring.

C. DHS TERMS AND CONDITIONS

As a subrecipient of 22SLCGP funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 22SLCGP Award Letter and its incorporated documents, which are incorporated in and made a part of this Agreement as Attachment C.

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

A.1 DEFINITIONS

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

- a. **“Agreement”** means this Grant Agreement.
- b. **“Department”** means the Washington Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **“Investment”** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this this Agreement. Such grant application is hereby incorporated into this Agreement by reference.
- d. **“Monitoring Activities”** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- e. **“Subrecipient”** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of “Subrecipient” is the same as in 2 CFR 200.1 for all other purposes.

A.2 ADVANCE PAYMENTS PROHIBITED

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

A.3 AMENDMENTS AND MODIFICATIONS

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

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

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

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

A.5 ASSURANCES

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

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

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

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

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

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

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

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

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

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

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

A.9 CONFLICT OF INTEREST

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

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

A.10 CONTRACTING & PROCUREMENT

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

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

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

she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

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

and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

A.11 DISCLOSURE

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

A.12 DISPUTES

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

A.13 LEGAL RELATIONS

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

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

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

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

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

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

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

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

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

A.15 LOSS OR REDUCTION OF FUNDING

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

A.16 NONASSIGNABILITY

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

A.17 NONDISCRIMINATION

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

- a. Nondiscrimination in Employment: The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

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

A.18 NOTICES

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

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

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

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

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

A.21 POLITICAL ACTIVITY

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

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

A.23 PUBLICITY

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

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

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the

Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

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

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

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

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

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

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

A.27 SEVERABILITY

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

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

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

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

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

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

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

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

OR

Contracts.Office@mil.wa.gov

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

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

A.29 SUBRECIPIENT NOT EMPLOYEE

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

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

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

A.30 TAXES, FEES AND LICENSES

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

A.31 TERMINATION FOR CONVENIENCE

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

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

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

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

A.33 TERMINATION OR SUSPENSION FOR CAUSE

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

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

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

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

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

A.34 TERMINATION PROCEDURES

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

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods

delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

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

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

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

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

A.35 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

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

A.36 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington.

A.37 WAIVERS

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

**22SLCGP Award Letter
EMW-2022-CY-00017**

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

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

Re: Grant No.EMW-2022-CY-00017

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2022 State and Local Cybersecurity Grant Program has been approved in the amount of \$3,666,530.00. As a condition of this award, you are required to contribute a cost match in the amount of \$407,393.00 of non-Federal funds, or 10 percent of the total approved project costs of \$4,073,923.00.

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

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2022 State and Local Cybersecurity Grant Program Notice of Funding Opportunity
- Information Bulletin 479: Updated Fiscal Year 2022 State and Local Cybersecurity Grant Program Allocation Amounts

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

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

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

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

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

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

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

PAMELA SUSAN WILLIAMS

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

AGREEMENT ARTICLES
State and Local Cybersecurity Grant Program

GRANTEE: Washington Military Department
PROGRAM: State and Local Cybersecurity Grant Program
AGREEMENT NUMBER: EMW-2022-CY-00017-S01

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Article I - Summary Description of Award

The purpose of the Fiscal Year 2022 State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community. This SLCGP award provides funding in the amount of: \$3,666,530 for the state of Washington. Of this amount, up to \$183,326 can be retained by the State Administrative Agency (SAA) for management and administrative expenses, and a total of \$407,393 is the required cost share.

The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA and CISA of the award budget. Post-award documents uploaded into ND Grants for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA and CISA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

Article II - SLCGP Performance Goal

In addition to the Performance Progress Report (PPR) submission requirements due January 30, outlined in NOFO Appendix A-11, recipients must demonstrate how the grant-funded projects address the capability gaps identified in their Cybersecurity Plan or other relevant documentation or sustains existing capabilities per the CISA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in the PPR, Section 10. Performance Narrative.

Article III - Cybersecurity Plan Pending Submission and Approval

FEMA has placed a funding hold on \$3,486,554 in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down these funds.

To release this hold, the recipient is required to submit a Cybersecurity Plan for approval by CISA. Please contact CISA at SLCGPInfo@cisa.dhs.gov to receive further guidance on the steps required for Cybersecurity Plan approval.

If you have questions about this funding hold or believe it was placed in error, please contact your FEMA GPD Headquarters Preparedness Officer, Essence Cleveland at Essence.Cleveland@fema.dhs.gov.

Article IV - Committee Membership List Pending Submission or Approval

FEMA has placed a funding hold on this award, and the amount of \$3,486,554 is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down funds until the Committee Membership List is submitted and approved.

To release this hold, the recipient is required to submit the Committee Membership List, and receive approval of the Membership List from CISA. Please contact CISA at SLCGPInfo@cisa.dhs.gov to receive further guidance on the steps required to release this hold.

If you have questions about this funding hold or believe it was placed in error, please contact your FEMA GPD Headquarters Preparedness Officer, Essence Cleveland at Essence.Cleveland@fema.dhs.gov.

Article V - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on [dhs.gov](https://www.dhs.gov) at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

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

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

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

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

Article VII - General Acknowledgements and Assurances

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

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

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

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

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

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

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

Article VIII - Acknowledgement of Federal Funding from DHS

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

Article IX - Activities Conducted Abroad

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

Article X - Age Discrimination Act of 1975

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

Article XI - Americans with Disabilities Act of 1990

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

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

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

Article XIII - Civil Rights Act of 1964 - Title VI

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

Article XIV - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and

ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XV - Copyright

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

Article XVI - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XVII - Drug-Free Workplace Regulations

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

Article XVIII - Duplication of Benefits

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

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

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

Article XX - Energy Policy and Conservation Act

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

Article XXI - False Claims Act and Program Fraud Civil Remedies

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

Article XXII - Federal Debt Status

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

Article XXIII - Federal Leadership on Reducing Text Messaging while Driving

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

Article XXIV - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXV - Hotel and Motel Fire Safety Act of 1990

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

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

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

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

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

Article XXVIII - Lobbying Prohibitions

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

Article XXIX - National Environmental Policy Act

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

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

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

Article XXXI - Non-Supplanting Requirement

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

Article XXXII - Notice of Funding Opportunity Requirements

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

Article XXXIII - Patents and Intellectual Property Rights

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

Article XXXIV - Procurement of Recovered Materials

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

Article XXXV - Rehabilitation Act of 1973

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

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

General Reporting Requirements:

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

Article XXXVII - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

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

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

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

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

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

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

There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#). For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

Article XXXIX - SAFECOM

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

Article XL - Terrorist Financing

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

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

Trafficking in Persons:

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

Article XLII - Universal Identifier and System of Award Management

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

Article XLIII - USA PATRIOT Act of 2001

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

Article XLIV - Use of DHS Seal, Logo and Flags

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

Article XLV - Whistleblower Protection Act

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

Article XLVI - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. In order to initiate EHP review of your project(s), you must submit a detailed project description along with supporting documentation. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

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

Article XLVII - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLVIII - Acceptance of Post Award Changes

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

Article XLIX - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article L - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article LI - Indirect Cost Rate

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

BUDGET COST CATEGORIES

Personnel	\$165,066.00
Fringe Benefits	\$62,724.00
Travel	\$10,210.00
Equipment	\$0.00
Supplies	\$946.00
Contractual	\$3,806,028.00
Construction	\$0.00
Indirect Charges	\$28,949.00
Other	\$0.00

Obligating Document for Award/Amendment						
1a. AGREEMENT NO. EMW-2022-CY-00017-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. 916001095G	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX00743N2023T		
6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646		8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603			
9. NAME OF RECIPIENT PROJECT OFFICER Sierra Wardell	PHONE NO. 2535127121	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov				
11. EFFECTIVE DATE OF THIS ACTION 12/21/2022	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement		14. PERFORMANCE PERIOD From: 12/01/2022 To: 11/30/2026 Budget Period 12/01/2022 11/30/2026		
1 5. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
State and Local Cybersecurity Grant Program	97.137	2023-IF-PA11-P410- -4101-D	\$0.00	\$3,666,530.00	\$3,666,530.00	See Totals
			\$0.00	\$3,666,530.00	\$3,666,530.00	\$407,393.00
b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A						
16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) State and Local Cybersecurity Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.						
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Sierra Wardell, Preparedness Grants Section Section Supervisor					DATE Thu Dec 22 16:08:53 UTC 2022	
18. FEMA SIGNATORY OFFICIAL (Name and Title) PAMELA SUSAN WILLIAMS,					DATE Wed Dec 21 20:58:37 UTC 2022	

WORK PLAN

FY 2022 State and Local Cybersecurity Grant Program

PROJECT #1 TITLE *Cyber Security Audit***PROJECT DESCRIPTION**

Kitsap 911 would like to engage an independent cyber security auditor to evaluate our network and make suggestions for areas where we can improve security. This proposal would include the cost of this audit, and would also allocate for remediation of any deficiencies the audit reveals.

Primary Activities:

- Evaluate and hire an independent consulting firm to audit Kitsap 911's cyber security posture;
 - Auditor performs cyber security audit, identifies risks, and proposes mitigation; and
 - Kitsap 911 reviews findings and determines which mitigation recommendations to pursue
- Kitsap 911 with direction from the auditor makes the selected enhancements or hires a consultant to assist with the enhancements

GAP BEING ADDRESSED

The gap being addressed is that you do not know what you do not know about your security. An objective third-party will provide valuable insight on ways to enhance current security measures and implement additional security measures of critical resources and systems.

IMPACT

This project will add value to our current security posture. It will outline goals and objectives to work towards for a more secure environment of our critical systems and services, and any items found that exceed the award amount will be added to our long-range plan. Additionally, future assessments will be planned at regular intervals.

OUTCOME

This project will be completed once the audit has concluded, the results assessed, and the critical recommendations identified are implemented. Additional security and changes will be also assessed and added to our long-range plan.

PROJECT #2 TITLE *Multifactor Tokens for Cloud Services***PROJECT DESCRIPTION**

Kitsap 911 would like to purchase hardware tokens for all users for multifactor authentication to further secure our cloud services.

GAP BEING ADDRESSED

The gap addressed by this project is that if a password for a user is compromised, unauthorized access is not preventable because currently, that password is all that is needed to access cloud-based services as that user. Funds to address this will greatly improve the security of all Kitsap 911 accounts.

IMPACT

This project will ensure that no cloud-based Kitsap 911 accounts could be accessed solely due to a compromised password and would bring Kitsap 911 in-line with current cyber security best practices relating to two-step verification for all users.

OUTCOME

This project will be complete once all the hardware has been purchased, associated with user accounts, users have been trained on the usage, and multi-step verification has been deployed.

PROJECT #3 TITLE *CISP Certification Training*

PROJECT DESCRIPTION

In 2022 a Network and Security Engineer position was added to Kitsap 911's technical services group. This project would allow this employee to obtain training to improve their security skills and knowledge by obtaining CISP certification training. This would, in turn, allow this employee to provide recommendations, projects, and updates to the other technical services group employees in order to improve Kitsap 911's cyber security posture.

GAP BEING ADDRESSED

This project bridges an essential security gap where the employee promoted to Network and Security Engineer lacked CISP certification.

IMPACT

Level 1 - This project will enhance Kitsap 911's ability to support and mitigate cyber security threats.

OUTCOME

This project will be complete when the employee completes the CISP training course.

BUDGET
FY 2022 State and Local Cybersecurity Grant Program

Kitsap 911 Public Authority

AGREEMENT AMOUNT \$94,000

PROJECT #1	SOLUTION AREA						M&A	TOTAL
	PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE			
	Salaries & Benefits	\$0.00	\$0.00		\$0.00	\$0.00		
Supplies	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
Travel/Per Diem	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
Contractor/Consultant	\$0.00	\$60,000.00		\$0.00	\$0.00	\$0.00	\$60,000.00	
Passthrough	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Other	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	
Equipment			\$5,000.00				\$5,000.00	
SUBTOTAL	\$0.00	\$65,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$70,000.00	
Indirect							\$0.00	
TOTAL	\$0.00	\$65,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$70,000.00	

PROJECT #2	SOLUTION AREA						M&A	TOTAL
	PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE			
	Salaries & Benefits	\$0.00	\$0.00		\$0.00	\$0.00		
Supplies	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
Travel/Per Diem	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
Contractor/Consultant	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
Passthrough	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Equipment			\$8,000.00				\$8,000.00	
SUBTOTAL	\$0.00	\$0.00	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00	
Indirect							\$0.00	
TOTAL	\$0.00	\$0.00	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00	

PROJECT #3	SOLUTION AREA						M&A	TOTAL
	PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE			
	Salaries & Benefits	\$0.00	\$0.00		\$0.00	\$0.00		
Supplies	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
Travel/Per Diem	\$0.00	\$0.00		\$1,000.00	\$0.00	\$0.00	\$1,000.00	
Contractor/Consultant	\$0.00	\$0.00		\$15,000.00	\$0.00	\$0.00	\$15,000.00	
Passthrough	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Equipment			\$0.00				\$0.00	
SUBTOTAL	\$0.00	\$0.00	\$0.00	\$16,000.00	\$0.00	\$0.00	\$16,000.00	
Indirect							\$0.00	
TOTAL	\$0.00	\$0.00	\$0.00	\$16,000.00	\$0.00	\$0.00	\$16,000.00	

TIMELINE

FY 2022 State and Local Cybersecurity Grant Program


DATE	TASK
December 1, 2022	Grant Agreement start date
NLT December 1, 2023	Complete NCSR
January 5, 2024	Submit Progress Report <i>* time period 12/1/2022 - 12/31/2023</i>
July 15, 2024	Submit Progress Report <i>* time period 1/1/2024 - 6/30/2024</i>
NLT December 30, 2024	Complete NCSR
January 5, 2025	Submit Progress Report <i>* time period 7/1/2024 - 12/31/2024</i>
January 31, 2025	Grant Agreement end date
March 17, 2025	Submit Final Reimbursement Request and Closeout Report
<i>October 1st annually</i>	Nationwide Cybersecurity Review (NCSR) opens for input https://www.cisecurity.org/ms-isac/services/ncsr



SIGNATURE AUTHORIZATION FORM



WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION Kitsap 911 Public Authority	DATE SUBMITTED 11/15/2023
PROJECT DESCRIPTION 2022 State and Local Cybersecurity Grant Program (22SLCGP)	CONTRACT NUMBER E24-161

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Richard Kirton	Executive Director
	David Ellingson	Chair, Kitsap 911 Board
	Dusty Wiley	Chair, Kitsap 911 Executive Committee

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Richard Kirton	Executive Director
	Maria Jameson-Owens	Deputy Director
	Dusty Wiley	Chair, Kitsap 911 Executive Committee

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Richard Kirton	Executive Director
	Steve Rogers	Finance Manager

Kitsap 911 Public Authority

Resolution 2023-005

Removal of Asset No. 70083 2004 Chevy Silverado from Kitsap 911 inventory and declared as surplus.

WHEREAS, on April 25, 2016 the Board of County Commissioners adopted ordinance 532-2016 enacting chapter 2.110 of the Kitsap County code (the "Ordinance"), creating the Kitsap 911 Public Authority; approving a charter therefor; establishing a Board of Directors to govern the affairs of Kitsap 911; and providing how Kitsap 911 shall conduct its affairs; and

WHEREAS, Kitsap 911 (the "Authority") is a public corporation organized pursuant to RCW 35.21.730; and

WHEREAS, the Board of Directors has appointed an Executive Committee and delegated certain powers and authority to the Executive Committee in accordance with article VI of the Bylaws; and

WHEREAS, Kitsap 911 Governing Directive 60 requires the Executive Committee to authorize the removal of surplus personal property/capital equipment from the inventory prior to disposal; and

WHEREAS, the Authority has determined that the personal property/capital equipment listed below is surplus to the needs of the Authority.

Asset No. 70083 2004 Chevy Silverado- Pickup VIN 21GCEK14V34Z234372

NOW, THEREFORE, BE IT RESOLVED by the Kitsap 911 Executive Committee as follows:

Section 1. Declaring Surplus Property. 2004 Chevy Silverado is no longer needed or necessary for the Authority's purposes, and is declared surplus.

Section 2. Authorizing Disposal. The Executive Director is authorized to dispose of said property in accordance with Governing Directive 60.

Section 3. Severability. If any provision of this Resolution or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Resolution which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Resolution are declared to be severable.

Section 4. Effective Date. Except as otherwise provided herein, this resolution shall become effective immediately upon adoption and signature as provided by law.

MOVED AND PASSED at a regular meeting of the Kitsap 911 Executive Committee on November 22, 2023 of which all Directors were notified and a quorum was present.

**KITSAP 911 EXECUTIVE COMMITTEE
OF THE BOARD OF DIRECTORS**

DUSTY WILEY, CHAIR

ATTEST:

Richard A. Kirton, Executive Director

Kitsap 911 Public Authority
2024 Radio Project Budget

	Proposed 2024	Amended 2023	Comparison Between: 2024 2023	
1 Beginning Assigned Balance and Revenues				
2 Capital Project Assigned Revenues Beginning Balance	856,274	4,170,537	(3,314,263)	-79.47%
3 337.16.00.0001 Emergency Communications Sales Tax 2	7,040,065	6,613,461	426,604	6.45%
4 Total Assigned Beginning Balance and Revenues	7,896,339	10,783,998	(2,887,659)	-26.78%
5 Capital Project Appropriation				
6 Microwave System	1,924,793	1,831,703	93,090	5.08%
7 MCT Replacement	-	3,740,000	(3,740,000)	-100.00%
8 LMR Replacement Project	5,000,000	4,000,000	1,000,000	25.00%
9 Capital Projects Labor	395,409	356,021	39,387	11.06%
10 Total Capital Project Appropriation	7,320,201	9,927,725	(2,607,523)	-26.27%
11 Estimated Radio Project Ending Balance (Assigned)	576,138	856,274	(280,136)	-32.72%
12 Total Appropriation and Ending Balance	7,896,339	10,783,998	(2,887,659)	-26.78%

Kitsap 911 Public Authority
2024 Budget Summary

	Proposed 2024	Amended 2023	Comparison Between 2024 and 2023			
137	Technical, Capital, and Other Non-Operating Projects					
138	Non-Operating Supplies and Services					
139	528.90.31.0000	Non-Op Office Supplies	-	-	-	0.00%
140	528.90.35.0000	Non-Op Small Tools & Equipment	44	-	44	0.00%
141	528.90.35.0001	Non-Op Computer Software	9,465	-	9,465	0.00%
142	528.90.35.0002	Non-Op Computer Equipment	-	85,000	(85,000)	-100.00%
143	528.90.35.0003	Non-Op Small Computer Equipment	-	-	-	0.00%
144	528.90.41.0000	Non-Op Engineering & Architectural	-	-	-	0.00%
145	528.90.41.0002	Non-Op Management Consulting	-	-	-	0.00%
146	528.90.41.0003	Non-Op Legal Services	-	-	-	0.00%
147	528.90.41.0004	Non-Op Other Professional Services	-	-	-	0.00%
148	528.90.41.0005	Non-Op Advertising	515	-	515	0.00%
149	528.90.42.0001	Non-Op Cellular Telephones	-	-	-	0.00%
150	528.90.42.0002	Non-Op Postage	-	-	-	0.00%
151	528.90.43.0000	Non-Op Mileage	205	-	205	0.00%
152	528.90.43.0001	Non-Op Travel	121	-	121	0.00%
153	528.90.43.0002	Non-Op Per Diem	-	-	-	0.00%
154	528.90.43.0003	Non-Op Non-Employee Mileage	-	-	-	0.00%
155	528.90.43.0004	Non-Op Non-Employee Travel	-	-	-	0.00%
156	528.90.45.0000	Non-Op Rental Expense	-	-	-	0.00%
157	528.90.48.0000	Non-Op Repairs & Maint-Building	-	-	-	0.00%
158	528.90.48.0002	Non-Op Repairs & Maint-Equipment	-	-	-	0.00%
159	528.90.48.0003	Non-Op Repairs & Maint-Computer	-	-	-	0.00%
160	528.90.49.0003	Non-Op Dues & Subscriptions	-	-	-	0.00%
161	528.90.49.0009	Non-Op Other	-	-	-	0.00%
162	Subtotal Non-Operating Supplies and Services		10,350	85,000	(74,650)	-87.82%
163	Non-Operating Projects					
164	1	MCT NPRVs	99,541	-	-	-
165	2	First Due Annual Maintenance	81,017	-	-	-
166	3	UPS Hardware Replacement	300,000	-	-	-
167	4	First Due Interface	50,000	-	-	-
168	5	Network Security Analysis	50,000	-	-	-
169	6	Dispatch Floor Project - Carpet	150,000	-	-	-
170	7	Dispatch Floor Project - Soundproofing	150,000	-	-	-
171	8	Dispatch Floor Project - Console Furniture	500,000	-	-	-
172	Subtotal Non-Operating Projects		1,380,559	2,771,738		
173	Total Technical, Capital, and Other Non-Operating Projects		1,390,909	3,212,759		
174	Total Operating and Non-Operating Appropriation		16,417,306	16,936,924	(450,392)	-2.66%
175	Estimated Ending Fund Balance		262,376	2,024,603	(1,831,454)	-90.46%
176	Total Appropriation and Estimated Ending Fund Balance		16,679,681	18,961,527	(2,281,845)	-12.03%

Kitsap 911 Public Authority

Resolution 2023-006

Adopting the 2024 Radio and Other Capital and Non-Operating Projects Budgets

WHEREAS, on April 25, 2016 the Board of County Commissioners adopted ordinance 532-2016 enacting chapter 2.110 of the Kitsap County code (the “Ordinance”), creating the Kitsap 911 Public Authority; approving a charter therefor; establishing a Board of Directors to govern the affairs of Kitsap 911; and providing how Kitsap 911 shall conduct its affairs; and

WHEREAS, Kitsap 911 (the “Authority”) is a public corporation organized pursuant to RCW 35.21.730; and

WHEREAS, the charter requires the Board of Directors to adopt the budget and the Bylaws establishes the Service Fee Formula for certain agencies.

NOW, THEREFORE, BE IT RESOLVED by the Kitsap 911 Board of Directors as follows:

Section 1. 2024 Radio Budget Adopted. The Board of Directors hereby adopts the 2024 Radio Budget, including non-operating revenues and appropriations as attached in Exhibit 1.

Section 2. 2024 Other Capital and Non-Operating Projects Budget Adopted. The Board of Directors hereby adopts the 2024 Other Capital and Non-Operating Projects Budget as attached in Exhibit 2.

Section 3. Severability. If any provision of this Resolution or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Resolution which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Resolution are declared to be severable.

Section 4. Effective Date. This resolution shall become effective immediately upon adoption and signature as provided by law.

MOVED AND PASSED at a regular meeting of the Kitsap 911 Board of Directors on December 05, 2023, of which all Directors were notified, and a quorum was present.

KITSAP 911 BOARD OF DIRECTORS

DAVID ELLINGSON, CHAIR

ATTEST:

Richard A. Kirton, Executive Director

Kitsap 911 Public Authority
2024 Radio Project Budget

		Proposed 2024
1	Beginning Assigned Balance and Revenues	
2	Capital Project Assigned Revenues Beginning Balance	856,274
3	337.16.00.0001 Emergency Communications Sales Tax 2	7,040,065
4	Total Assigned Beginning Balance and Revenues	7,896,339
5	Capital Project Appropriation	
6	Microwave System	1,924,793
7	MCT Replacement	-
8	LMR Replacement Project	5,000,000
9	Capital Projects Labor	395,409
10	Total Capital Project Appropriation	7,320,201
11	Estimated Radio Project Ending Balance (Assigned)	576,138
12	Total Appropriation and Ending Balance	7,896,339

Kitsap 911 Public Authority
2024 Budget Summary

**Proposed
 2024**

137	Technical, Capital, and Other Non-Operating Projects		
138	Non-Operating Supplies and Services		
139	528.90.31.0000	Non-Op Office Supplies	-
140	528.90.35.0000	Non-Op Small Tools & Equipment	44
141	528.90.35.0001	Non-Op Computer Software	9,465
142	528.90.35.0002	Non-Op Computer Equipment	-
143	528.90.35.0003	Non-Op Small Computer Equipment	-
144	528.90.41.0000	Non-Op Engineering & Architectural	-
145	528.90.41.0002	Non-Op Management Consulting	-
146	528.90.41.0003	Non-Op Legal Services	-
147	528.90.41.0004	Non-Op Other Professional Services	-
148	528.90.41.0005	Non-Op Advertising	515
149	528.90.42.0001	Non-Op Cellular Telephones	-
150	528.90.42.0002	Non-Op Postage	-
151	528.90.43.0000	Non-Op Mileage	205
152	528.90.43.0001	Non-Op Travel	121
153	528.90.43.0002	Non-Op Per Diem	-
154	528.90.43.0003	Non-Op Non-Employee Mileage	-
155	528.90.43.0004	Non-Op Non-Employee Travel	-
156	528.90.45.0000	Non-Op Rental Expense	-
157	528.90.48.0000	Non-Op Repairs & Maint-Building	-
158	528.90.48.0002	Non-Op Repairs & Maint-Equipment	-
159	528.90.48.0003	Non-Op Repairs & Maint-Computer	-
160	528.90.49.0003	Non-Op Dues & Subscriptions	-
161	528.90.49.0009	Non-Op Other	-
162	Subtotal Non-Operating Supplies and Services		10,350
163	Non-Operating Projects		
164		1 MCT NPRVs	99,541
165		2 First Due Annual Maintenance	81,017
166		3 UPS Hardware Replacement	300,000
167		4 First Due Interface	50,000
168		5 Network Security Analysis	50,000
169		6 Dispatch Floor Project - Carpet	150,000
170		7 Dispatch Floor Project - Soundproofing	150,000
171		8 Dispatch Floor Project - Console Furniture	500,000
172	Subtotal Non-Operating Projects		1,380,559
173	Total Technical, Capital, and Other Non-Operating Projects		1,390,909
174	Total Operating and Non-Operating Appropriation		16,417,306
175		Estimated Ending Fund Balance	262,376
176	Total Appropriation and Estimated Ending Fund Balance		16,679,681

Executive Summary

Kitsap 911 Board of Directors

Summary: For the year-to-date period ended October 31, 2023 (83.33% of the year elapsed), revenues were above, and operating expenditures were below expectations.

Revenues: As of October 2023, we have received approximately \$16.8M (89.15%) of projected annual revenues, exceeding our year-to-date forecast of \$15.6M (83.16%) by approximately \$1.1M (5.99%).

Revenues	Expected	Actual	Variance	
Sales Tax 1	\$5.46 M 82.55%	\$5.79 M 87.54%	\$0.33 M 4.99%	●
Sales Tax 2	\$5.46 M 82.55%	\$5.79 M 87.54%	\$0.33 M 4.99%	●
Excise Tax	\$2.21 M 84.62%	\$2.24 M 85.64%	\$0.03 M 1.02%	●
Other Revenues	\$2.52 M 84.62%	\$2.96 M 99.41%	\$0.44 M 14.79%	●
Total Revenue	\$15.65 M 83.16%	\$16.77 M 89.15%	\$1.13 M 5.99%	●

We have received approximately \$11.6M (87.54%) in total sales tax revenues, which was above our year-to-date forecast of \$10.9M (82.55%) by approximately \$660K (6.05%). Total sales tax revenues are divided evenly on the table above between our two 1/10th of 1% allocations, each receiving approximately \$5.8M year-to-date.

We have received approximately \$2.2M (85.64%) of the total projected excise tax revenues, which was in-line with our year-to-date forecast of \$2.2M (84.62%), above expectations by approximately \$27K (1.02%).

Other revenues received were \$3.0M (99.41%), which was above our year-to-date forecast of \$2.5M (84.62%), over expectations by approximately \$440K (14.79%). For October 2023, the variance from budget was primarily due to the receipt of a \$247K back-payment from one of our tower lease customers, as well as normal timing differences in the receipt of user agency payments.

Operating Expenditures: As of October 2023, we have expended approximately \$11.4M (83.09%) of our total operating expenditures appropriation, which was under our year-to-date expectation of \$11.7M (85.43%), under budget by approximately \$322K (2.34%).

Operating Expenditures	Expected	Actual	Variance	
Operating Salaries & Benefits	\$9.48 M 85.20%	\$9.30 M 83.55%	\$0.18 M 1.65%	●
Operating Non-Labor	\$2.24 M 86.44%	\$2.10 M 81.10%	\$0.14 M 5.34%	●
Total Operating Expenditures	\$11.72 M 85.43%	\$11.40 M 83.09%	\$0.32 M -2.34%	●

We have expended approximately \$9.3M (83.55%) of our total operating salaries and benefits budget, which was below our year-to-date goal of \$9.5M (85.20%) by approximately \$184K (1.94%).

We have expended approximately \$2.1M (81.10%) of the total Operating Supplies, Services, and Inter-fund expenditures, which was less than our year-to-date goal of \$2.2M (86.44%), under expectations by approximately \$138K (5.34%).

Radio, LMR, and MCT Replacement Project Expenditures: As of October 2023, we have expended approximately \$3.5M (34.08%) of our total annual appropriation of \$10.2M.

Radio, LMR, & MCT Replacement Projects	Appropriation	YTD	Remaining	
Technical Projects	\$9.83 M 100.00%	\$3.21 M 32.64%	\$6.62 M 67.36%	●
Non-Operating Labor	\$0.36 M 100.00%	\$0.26 M 73.74%	\$0.09 M 26.26%	●
Total Non-Operating Expenditures	\$10.18 M 100.00%	\$3.47 M 34.08%	\$6.71 M 65.92%	●

Other Capital Projects and Non-Operating Expenditures: As of October 2023, we have expended approximately \$1.1M (41.79%) of our total annual appropriation of \$2.6M.

Other Non-Operating Expenditures	Appropriation	YTD	Remaining	
Technical Projects	\$2.52 M 100.00%	\$1.08 M 42.79%	\$1.44 M 57.21%	●
Non-Operating Supplies and Services	\$0.09 M 100.00%	\$0.01 M 12.03%	\$0.07 M 87.97%	●
Total Non-Operating Expenditures	\$2.60 M 100.00%	\$1.09 M 41.79%	\$1.51 M 58.21%	●

Reserves: No reserves have been used year to date.

Risks: A slowing economy, the cost impact from rising inflation, supply chain disruption, and the shortage of certain supplies and services pose the greatest risk to our revenues, primarily because Kitsap 911's main source of revenue is derived from taxable retail sales in Kitsap County. We will continue to monitor these and other risks over the coming months.



Kitsap 911

Monthly Financials for the Month Ended 10/31/2023

Description	2023 Annual Budget	October 2023 Expected Budget \$	October 2023 Expected Budget %	October 2023 YTD	Delta to Annual Budget		Delta to YTD Budget		
					\$	%	\$	%	
Revenues									
Sales Tax 1	\$ 6,613,461	\$ 5,459,412	82.55%	\$ 5,789,488	\$823,974	87.54%	\$330,075	106.05%	
Sales Tax 2	6,613,461	5,459,412	82.55%	5,789,488	823,974	87.54%	330,075	106.05%	
Telephone Excise Tax	2,613,822	2,211,695	84.62%	2,238,544	375,277	85.64%	26,849	101.21%	
Other Revenues	2,974,311	2,516,724	84.62%	2,956,653	17,657	99.41%	439,929	117.48%	
Total Revenues	\$18,815,055	\$15,647,244	83.16%	\$ 16,774,173	\$2,040,882	89.15%	\$1,126,929	107.20%	
Operating Expenditures									
Operating Labor									
Salaries	\$ 8,819,946	\$ 7,463,032	84.62%	\$ 7,054,843	\$1,765,104	79.99%	(\$408,189)	94.53%	
Payroll Taxes	781,293	664,099	85.00%	586,135	195,158	75.02%	(77,964)	88.26%	
Benefits	2,147,265	1,878,857	87.50%	1,657,274	489,991	77.18%	(221,583)	88.21%	
Budgeted Attrition	(619,304)	(524,026)	84.62%	-	(619,304)	0.00%	524,026	0.00%	
Total Labor	\$ 11,129,201	\$ 9,481,961	85.20%	\$ 9,298,252	\$1,830,949	83.55%	(\$183,710)	98.06%	
Operating Supplies and Services									
Supplies	\$ 359,082	\$ 261,628	72.86%	\$ 339,177	\$19,906	94.46%	\$77,549	129.64%	
Professional Services	423,976	363,687	85.78%	422,592	1,384	99.67%	58,905	116.20%	
Communications	287,950	234,103	81.30%	243,513	44,437	84.57%	9,410	104.02%	
Travel	65,098	53,316	81.90%	20,450	44,649	31.41%	(32,866)	38.36%	
Advertising	9,673	7,524	77.78%	3,825	5,848	39.55%	(3,698)	50.84%	
Operating Rents/Leases	170,030	145,087	85.33%	148,744	21,287	87.48%	3,657	102.52%	
Insurance	114,942	114,942	100.00%	95,195	19,747	82.82%	(19,747)	82.82%	
Utilities	168,534	139,748	82.92%	153,968	14,566	91.36%	14,219	110.18%	
Repairs & Maintenance	900,301	839,441	93.24%	617,533	282,768	68.59%	(221,908)	73.56%	
Miscellaneous	92,478	81,214	87.82%	57,267	35,211	61.93%	(23,947)	70.51%	
Total Supplies and Services	2,592,065	2,240,689	86.44%	2,102,263	\$489,802	81.10%	(\$138,426)	93.82%	
Total Operating Expenditures	\$ 13,721,266	\$ 11,722,650	85.43%	\$ 11,400,515	\$2,320,751	83.09%	(\$322,135)	97.25%	
Capital and Other Non-Operating Expenditures									
Radio, LMR, and MCT Replacement Projects									
Technical Projects	\$ 9,827,857			\$ 3,208,284	\$6,619,573	32.64%			
Non-Operating Labor	356,021			262,545	93,476	73.74%			
Non-Operating Supplies and Services	-			-	-	0.00%			
Total Non-Operating Expenditures	10,183,878			3,470,829	\$6,713,049	34.08%			
Other Capital and Non-Operating Expenditures									
Technical Projects	\$ 2,515,584			1,076,433	\$1,439,151	42.79%			
Non-Operating Supplies and Services	85,000			10,227	74,773	12.03%			
Total Non-Operating Expenditures	2,600,584			1,086,660	\$1,513,924	41.79%			
Total Expenditures	\$ 26,505,728			\$ 15,958,004	\$10,547,724	60.21%			



Kitsap 911

Fund Balance Summary

Net Fund Position	as of 10/31/2023
Temporary Investment Balance	\$ 9,388,733.74
Cash Balance	
Warrant Account	1,724,481.33
Payroll Account	605,737.29
Flex Spending Account	22,747.38
Petty Cash	400.00
Cash Subtotal	<u>2,353,366.00</u>
Total Cash and Cash Equivalents	<u>11,742,099.74</u>
Add: Outstanding Warrants	13,781.51
Less: Outstanding Receipts	-
Net Fund Position	<u>\$ 11,755,881.25</u>

Funds Committed for Capital and Non-Operating Projects

As of October 2023

Funds Committed for Non-Operating Projects and Expenditures

Job Code	Project	Estimated Project Total	Total Funds Appropriated	Current Month Expenditures	YTD Expenditures	LTD Expenditures	Budgeted Funds Remaining	Approved via Resolution No.
64	Dispatch Floor Project - Console Furniture	\$ 500,000.00	\$ 500,000.00	\$ -	\$ -	\$ -	\$ 500,000.00	2022-007
61	CCTV and Access Control Replacement	500,000.00	500,000.00	-	155,270.95	155,270.95	344,729.05	2023-001
40	UPS Hardware Replacement	300,000.00	300,000.00	532.24	658.74	658.74	299,341.26	2022-007
62	Carver Roof Replacement	250,000.00	250,000.00	-	138,547.50	138,547.50	111,452.50	2022-007
67	Replace AV System	250,000.00	250,000.00	-	-	-	250,000.00	2022-007
68	VX Rail Infrastructure	200,000.00	200,000.00	-	206,762.63	206,762.63	(6,762.63)	2022-007
65	Dispatch Floor Project - Carpet	150,000.00	150,000.00	-	-	-	150,000.00	2022-007
66	Dispatch Floor Project - Soundproofing	150,000.00	150,000.00	-	-	-	150,000.00	2022-007
69	Move-up Module	100,000.00	100,000.00	-	-	-	100,000.00	2022-007
55	Replace Blue Truck	80,000.00	80,000.00	-	61,730.84	61,730.84	18,269.16	2022-002
44	Server Virtualization & Cyber Security	55,000.00	55,000.00	437.95	8,107.07	8,107.07	46,892.93	2022-002
70	Data Logging Software	50,000.00	50,000.00	-	-	-	50,000.00	2022-007
71	First Due Interface	50,000.00	50,000.00	-	-	-	50,000.00	2022-007
72	Network Security Analysis	50,000.00	50,000.00	-	-	-	50,000.00	2022-007
56	Replace Supervisor & Training Room PCs	23,000.00	23,000.00	-	-	-	23,000.00	2022-002
74	Office and MDM Replacement	20,000.00	20,000.00	-	-	-	20,000.00	2022-007
75	Offsite Backup Enhancements	20,000.00	20,000.00	-	-	-	20,000.00	2022-007
49	Antenna Repairs	20,000.00	20,000.00	-	-	-	20,000.00	2022-002
73	Secondary Edge Frontier Licenses	15,000.00	15,000.00	-	-	-	15,000.00	2022-007
Subtotal Capital Projects		\$ 2,783,000.00	\$ 2,783,000.00	\$ 970.19	\$ 571,077.73	\$ 571,077.73	\$ 2,211,922.27	

Funds Committed for Capital Projects

Job Code	Project	Estimated Project Total	Total Funds Committed	Current Month Expenditures	YTD Expenditures	LTD Expenditures	Budgeted Funds Remaining	Approved via Resolution No.
58	LMR Replacement Project	\$ 39,000,000.00	\$ 4,000,000.00	\$ 8,528.16	\$ 19,877.69	\$ 19,877.69	\$ 3,980,122.31	2022-010
63	MCT Replacement	3,740,000.00	3,740,000.00	-	2,918,249.23	2,918,249.23	821,750.77	2022-010
57	Microwave System	2,000,000.00	2,000,000.00	2,195.20	532,702.28	534,105.43	1,465,894.57	2022-002

Subtotal Non-Operating Projects **\$ 44,740,000.00** **\$ 9,740,000.00** **\$ 10,723.36** **\$ 3,470,829.20** **\$ 3,472,232.35** **\$ 6,267,767.65**

Total Capital and Non-Operating Projects **\$ 47,523,000.00** **\$ 12,523,000.00** **\$ 11,693.55** **\$ 4,041,906.93** **\$ 4,043,310.08** **\$ 8,479,689.92**

Funds Assigned

As of October 2023

Job Code	Project	Year Assigned	Total Funds Assigned	Current Month Expenditures	YTD Expenditures	LTD Expenditures	Assigned Funds Remaining
	Stabilization Fund	2023	\$ 2,188,277.00	\$ -	\$ -	\$ -	\$ 2,188,277.00
	Microwave System (Equipment and Installation) - Cash Flow	2023	5,789,487.62	-	-	-	5,789,487.62
	Payroll Cashflow	2023	350,000.00	-	-	-	350,000.00
29	Unexpended Fire Alerting Project Funds	2022	128,192.11	-	6,205.05	6,205.05	121,987.06
26	Backup Center	2022	108,673.07	-	-	31,326.93	77,346.14
50	Simulcast Tuning	2022	13,125.00	-	-	585.00	12,540.00
Total Assigned Funds			\$ 8,577,754.80	\$ -	\$ 6,205.05	\$ 38,116.98	\$ 8,539,637.82

Kitsap 911 2023 Key Projects and Initiatives

Rev. 11/17/2023

Technical Projects			Estimated				NOTES
Proj/Task#	Project/Initiative		Priority	Start	Completion	Status	NOTES
2019	1	Backup Center - develop plans to leverage remote 911 to provide a more geo-diverse backup	3	9/30/2022	TBD	In Progress	Proof of concept testing in January. Plan development will begin once testing complete. Build location reviewed, currently reviewing the proposed lease
2019	2	SUPPORT - RMS/JMS Replacement (Support KCIS)	3		6/30/2023	In Progress	This is a county project. We will do our best to support their requested timelines. Kitsap County has marked the project complete. We will continue to work with them
2019	3	Replace UPS	5	4Q 2022	TBD	In Progress	Refreshing quotes for replacing the UPS. Will update completion time based on parts lead times and procurement update. Writing RFP. RFP will be opened on 10/19.
2020	4	Evaluate feasibility of bringing all IT functions in house	4				Review current services provided by Kitsap County and evaluate the cost/benefit of each service to determine whether to bring it in house
2020	5	Evaluate how to manage incoming data and media (NG911, Cameras, etc.)	3			Pending	colaborative effort between ops and tsg
2021	6	Closest Fire Unit Dispatch- Changing Gears Deployments	2	6/1/2021	Q4 2024	Delayed Start - In Progress	Still working with HeXagon to fix the AVL bug. We have completed BFD except for L1 which is being done by Ops Chiefs. We are starting on SKFR.
2022	7	Replace inventory/asset management software	4	9/30/2022	Q1 2023	Complete+	We have locked Trackit Inventory down to ready only and are only updating Asset Panda for all new assets.
2022	8	Complete 10-year TSG Staffing Analysis	2	12/28/2022	Q2 2023	Complete	Project Kicked off 12/21/2022. Document framework created and content being generated. Finalizing document to have first draft to Richard by end of April 2023.
2022	9	Security System Replacement	2	4Q 2022	Q3 2023	Late	Close to final project close out, we will hold on to close out until punch list items are completed. Completed lockdown and fire alarm testing only a couple punch list items
2022	10	Replace Kitsap 911 Roof	3	1/16/2023	Q1 2023	Complete+	Currently half done, completion time will vary based on supply chain and weather. Work is complete, need to verify it before marking project complete. Work has been
2022	11	Replace Blue Truck	4	11/1/2022	Q3 2023	Complete	VIN and chassis assigned. New truck received.
2022	12	MCT Replacement	1	10/19/2022	Q2 2023	Complete	All MCTs are imaged and available for pick up.
2022	13	Cad to Cad Interface with South Sound 911	2	Q3 2022	Q4 2023	In Progress	Moving to testing with CTC.
2023	14	Data Logging Software	3	Q2 2023	TBD	Rescheduled	We are completing the pricing and analysis of this project this year. We will be holding
2023	15	Office and MDM Replacement	3	1/15/2023	Q2 2023	Complete	New licenses purchased, working to roll out intune as MDM replacement
2023	16	Upgrade Accounting Software	4	Q4 2022	Q1 2023	Complete+	The upgrade to cloud based accounting software is complete. We started the process early in October 2022 and I think we wrapped it up in Q1 2023
2023	17	Secondary Edge Frontier License	3	Q3 2023	TBD	In Progress	Received a quote, discussing options. Looking into a cold fail over option. HeXagon is working up a quote to implement cold fail over.
2023	18	Improve redundancy of VX Rail Infrstructure	3	4/1/2023	Q1 2024	Rescheduled	Completion delayed to as not cause an outage during storm season.
2023	19	Offsite Backup Enhancements	3	Q2 2023	Q4 2023	In Progress	Evaluating offsite storage locations and getting hardware specs
2023	20	Network Security Analysis	3	Q4 2023	Q1 2024	Not Started	Timeline updated based on grant funding
2023	21	First Due Interface for Edge Frontier	4	Q4 2023	TBD	Not Started	
2023	22	Move Up Module	4			Pending	
2023	23	Replace AV System	4	Q4 2023	TBD	In Progress	Working on evaluating options for replacing AV in individual rooms, moving away from a building wide system.
2023	24	Dispatch Floor Project - Carpet	3	Q4 2023	TBD	In Progress	We are currently evaluating options
2023	25	Dispatch Floor Project - Soundproofing	3	Q4 2023	TBD	In Progress	We are currently evaluating options
2023	26	Dispatch Floor Project - Console Furniture	2	Q4 2023	TBD	In Progress	We are starting to review vendors, we will be at SNO911 on 9/20 for demos
2023	27	Support Fire Service Efforts to Improve EMS Wait times with SMMC	3	Q1 2023	9/5/2023	Complete	Initial meeting with Fire and SMMC completed. Working out the plan for location of these services and access with Fire and SMMC. Fire has decided not to pursue this

Microwave Replacement Project (Multi-Year)			Estimated				NOTES
Task#	Milestone		Priority	Start	Completion	Status	NOTES
MV	1	Onsite training for Staff	2	2/27/2023	3/3/2023	Complete	71 Training has been scheduled and equipment has been shipped, all staff have RSVP'd

Proj/Task#	Project/Initiative	Priority	Start	Completion	Status	NOTES
MV 2	Factory Staging Assessment Testing	1	3/6/2023	3/10/2023	Complete	Factory Acceptance scheduled, transportations arrangements made
MV 3	Indoor Equipment Installation	2	5/15/2023	8/1/2023	Complete	All sites have been prepped and are ready for installation to begin.
MV 4	Outdoor Equipment Installation	2	7/1/2023	11/1/2023	Late	Two sites left
MV 5	Project Completion	2		Q1 2024		

LMR Replacement Project (Multi -Year)			Estimated			NOTES
Task#	Milestone	Priority	Start	Completion	Status	NOTES
LMR 1	Vendor Demonstations	3	2/15/2023	3/24/2023	Complete	2 day demonstration put on by all RFP responders.
LMR 2	First cut of RFP proposals	2	3/20/2023	3/27/2023	Complete	Narrow down the RFP responders to 2 choices
LMR 3	RFP Interviews and Reference Checks	3	3/27/2023	4/7/2023	Late	Call and discuss past performance with other clients, managers, etc
LMR 4	Final Vendor Selection Recommendation	2	5/29/2023	8/9/2023	Complete	Waiting on field device testing results and coverage analysis before final numbers can be reviewed by radio steering committee for recommendation. Pending board award
LMR 5	Contract Negotiations with awarded responder	2	8/10/2023	TBD	In progress	Pending board award of RFP
LMR 6	Project Kick off and begin system design work	1	Q4 2023	TBD		Pending board award of RFP and contract negotiation completion