



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tuesday, December 19, 2023 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA
Meeting Link: <https://cityofedgewood-org.zoom.us/j/86916509308>

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. COUNCIL BUSINESS

- A.** Equity, Diversity and Inclusion (Trainings, Planning, etc.)
- B.** Development Review
- C.** Edgewood Middle Housing - Grant Approval
- D.** Parks and City Hall Security Upgrades
- E.** FEMA - Cybersecurity Grant and New Backup system
- F.** Verra Mobility Photo Enforcement Services Agreement
- G.** DD21 Vegetation Maintenance Contract Amendment

3. OTHER COUNCIL ITEMS

4. ADJOURN

Study Sessions are meetings for Council to review upcoming and pertinent business of the City, no action is taken by the City Council. Study Sessions are open to the public, but public input is reserved for the regular Council meetings

This meeting is accessible to persons with disabilities. For individuals who may require special accommodations, please contact City Hall at (253) 952.3299, 24 hours in advance.



City Of Edgewood Council Agenda Summary Sheet

Subject: Equity, Diversity and Inclusion (Trainings, Planning, etc.)	Agenda Item #: 2.A
	For Agenda of: 12/19/2023
	Prepared by: Jill Schwerzler-Herrera
Attachments (list):	
Approval of Materials: Jill Schwerzler-Herrera	Expenditure Required:
	Amount Budgeted:
	Timeline: Topic to be added to all future Study Sessions (see item history below)

Summary Statement:

Item History:

The council has asked that this topic be discussed at all study sessions for the foreseeable future. As such, this has been a reoccurring agenda item since September of 2020.

Recommended Action:

N/A

Fiscal Note/Consideration:

N/A



City Of Edgewood Council Agenda Summary Sheet

Subject: Development Review	Agenda Item #: 2.B
	For Agenda of: 12/19/2023
	Prepared by: John Fairbanks
Attachments (list): 1. Permit Inspection Tally 2. Monthly Projects - Council Summary - PDF_PDF Pending Projects with Chart 3. Plat Construction Report- December	
Approval of Materials: John Fairbanks Rachel Pitzel, City Clerk/HR Director Dave Gray Daryl Eidinger	Expenditure Required: N/A Amount Budgeted: N/A Timeline: Recurring monthly during the second Study Session.
12/14/2023 12/14/2023 12/14/2023	

Summary Statement:

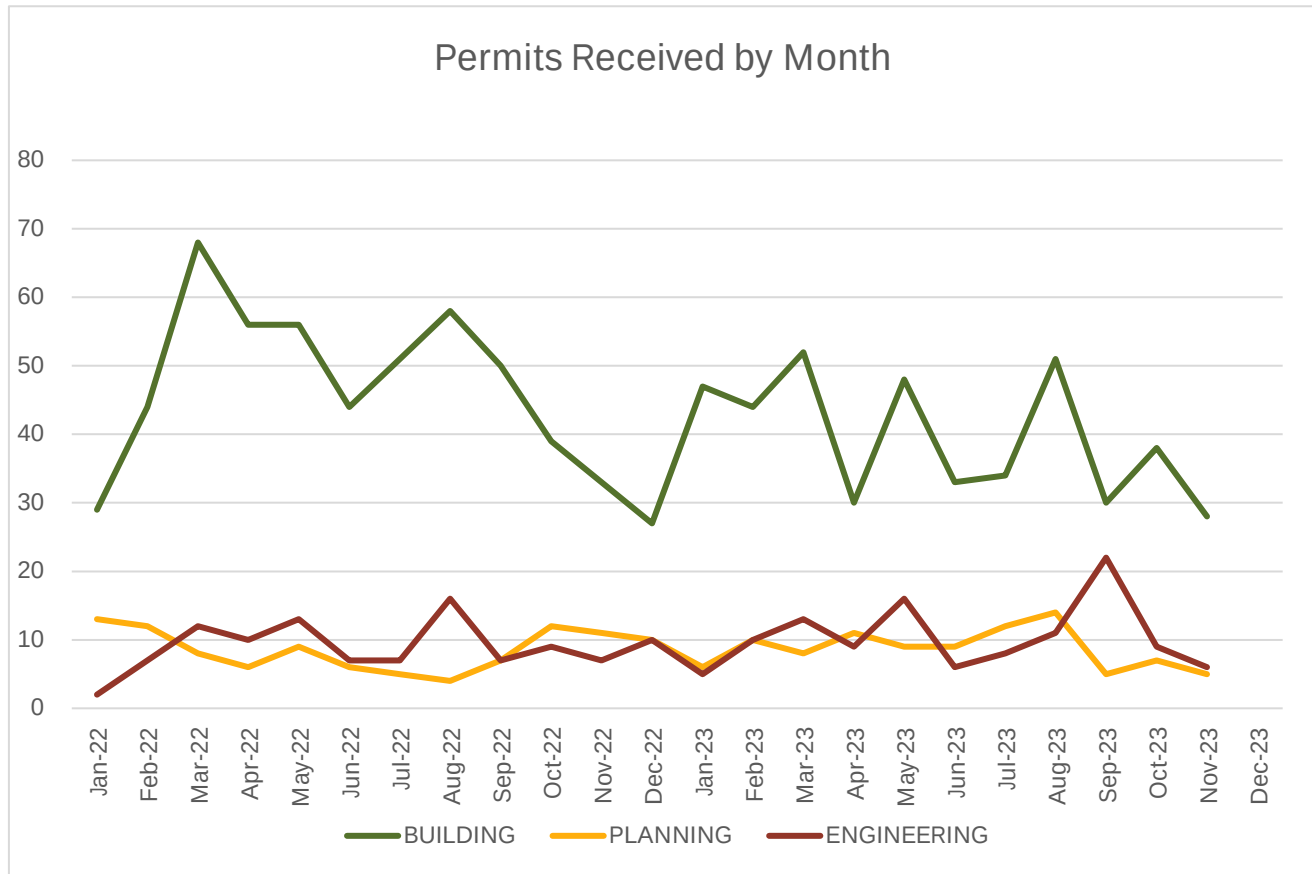
I will be discussing the current permitting and inspection volumes.

Item History:

Recommended Action:

Hold a discussion on Development Review.

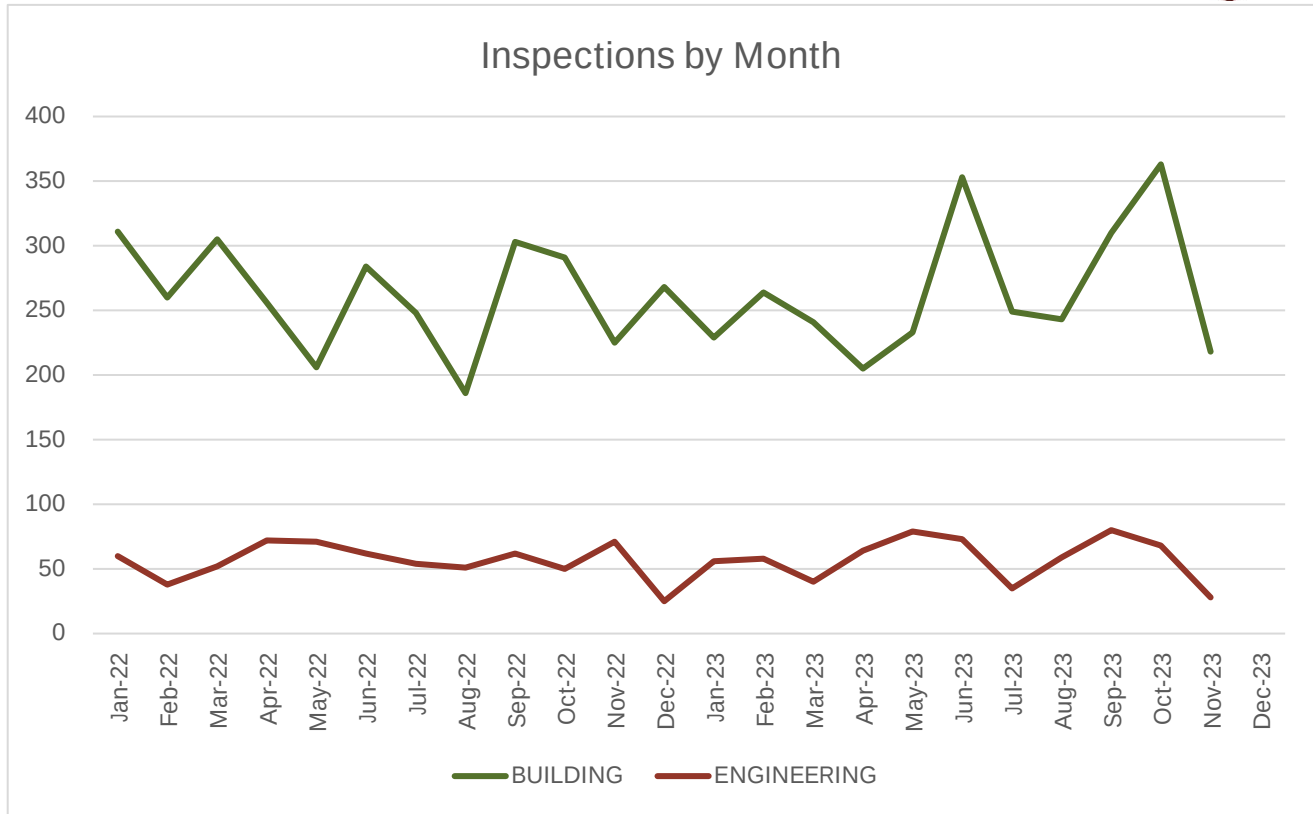
Fiscal Note/Consideration:



Permits	Building		Planning		Engineering	
	Received	Approved	Received	Approved	Received	Approved
Nov 2023	28	19	5	3	6	7
Nov 2022	33	35	11	2	7	8
Roll Avg 2023	40	32	9	6	10	9
Roll Avg 2022	48	35	8	6	9	7
YTD 2023	435	350	96	64	115	95
YTD 2022	528	388	93	69	97	80
	Building		Planning		Engineering	
	Month	Received	Month	Received	Month	Received
Highest Month 2023	Mar	52	Aug	14	Sep	22
Highest Month 2022	Mar	68	Jan	13	Aug	16

Nov 2023

Monthly Development Report



<i>Inspections</i>	Building		Engineering	
Nov 2023	218		28	
Nov 2022	225		71	
Roll Avg 2023	264		58	
Roll Avg 2022	261		58	
YTD 2023	2908		640	
YTD 2022	2875		643	
	Building		Engineering	
	Month	Insp.	Month	Insp.
Highest Month 2023	Oct	363	Sep	80
Highest Month 2022	Jan	311	Apr	72

Pending Projects - Planning and Engineering Permits

51 Permits

Exported: 12/01/2023

Permit #	Project	Site Address	Parcel	Department	Type	Status	Submitted	Last Activity
ADMIN USE PERMIT (AUP)								
22-1614	ARCO AMPM ADMINISTRATIVE USE	SE Cor of Meridian & XXX 11TH ST E	0420037064	PLANNING	ADMIN USE PERMIT (AUP)	WAITING ON REVISIONS	12/02/2022	11/30/2023
BLA								
23-1475	STERRENBURG BLA	3705 96TH AVE E	0420161010	PLANNING	BLA	WAITING ON REVISIONS	10/17/2023	12/01/2023
CLEAR AND GRADE								
21-1298	PROLOGIS PARK PHASE I CLEAR AND GRADE	3926 90TH AVE E	0420163076	ENGINEERING	CLEAR AND GRADE	WAITING ON REVISIONS	06/29/2021	11/28/2023
22-1101	DEROSS CLEAR AND GRADE	1105 108TH AVE E	0420037014	ENGINEERING	CLEAR AND GRADE	WAITING ON REVISIONS	03/24/2022	03/24/2023
CODE UPDATES AND CHANGES								
22-1064	TOWN CENTER SUBAREA PLAN	2224 104TH AVE E	0420102012	PLANNING	CODE UPDATES AND CHANGES	APPLICATION	02/09/2022	09/11/2023
22-007CODE	COMP PLAN / GENERAL SEWER PLAN (GSP) UPDATE	2224 104TH AVE E	0420102012	PLANNING	CODE UPDATES AND CHANGES	APPLICATION	11/22/2022	10/04/2023
22-008CODE	COMP PLAN & REZONE / GREENBELT APARTMENTS	9917 24TH ST E	0420091014	PLANNING	CODE UPDATES AND CHANGES	INCOMPLETE	12/21/2022	08/14/2023
23-003CODE	CODE AMENDMENT / SB 5290	CITYWIDE		PLANNING	CODE UPDATES AND CHANGES	APPLICATION	07/10/2023	10/16/2023
23-005CODE	CODE AMENDMENT / FENCES	CITYWIDE		PLANNING	CODE UPDATES AND CHANGES	APPLICATION	08/09/2023	10/16/2023
23-006CODE	CODE AMENDMENT / 2021 CONSTRUCTION CODES	CITYWIDE		PLANNING	CODE UPDATES AND CHANGES	APPLICATION	08/09/2023	10/16/2023
23-007CODE	COMP PLAN / 2024 PERIODIC UPDATE	CITYWIDE		PLANNING	CODE UPDATES AND CHANGES	APPLICATION	08/10/2023	11/16/2023
23-009CODE	COMP PLAN / ANNUAL CAPITAL IMPROVEMENT PLAN (CIP) UPDATE	2224 104TH AVE E	0420102012	PLANNING	CODE UPDATES AND CHANGES	APPLICATION	10/04/2023	11/16/2023
23-010CODE	CODE AMENDMENT / CODE ENFORCEMENT	CITYWIDE		PLANNING	CODE UPDATES AND CHANGES	APPLICATION	10/16/2023	10/25/2023
CRITICAL AREAS PERMIT								
23-1485	KELLY CRITICAL AREAS	11202 36TH ST E	0420151108	PLANNING	CRITICAL AREAS PERMIT	PENDING PAYMENT	10/25/2023	11/02/2023
DESIGN STAND REVIEW								
20-1348	DHALIWAL TC LANDING DESIGN STANDARDS REVIEW	1914 MERIDIAN AV E	0420091158	PLANNING	DESIGN STAND REVIEW	UNDER REVIEW	07/13/2020	11/27/2023
POST REVISION - ENG								
19-1413 PR1	WOLF POINT SITE DEVELOPMENT POST REVISION	9810 36TH ST E	0420165030	ENGINEERING	POST REVISION - ENG	UNDER REVIEW	03/10/2022	11/29/2023
POST REVISION - PLN								
21-1275 PR1	VIEW POINTE RV DESIGN STANDARDS REVIEW POST REVISION	10315 12TH STREET CT E	0420037065	PLANNING	POST REVISION - PLN	WAITING ON REVISIONS	08/01/2023	11/21/2023
REASONABLE USE EXCEPTION								
23-1046	DE ROSS ACCESS DRIVEWAY REASONABLE USE EXCEPTION	1105 108TH AVE E	0420037014	PLANNING	REASONABLE USE EXCEPTION	UNDER REVIEW	01/26/2023	11/16/2023
ROAD DEVIATION REQUEST								
23-1478	MATTSEN ROAD DEVIATION REQUEST	10514 33RD ST E	0420156072	ENGINEERING	ROAD DEVIATION REQUEST	UNDER REVIEW	10/18/2023	10/24/2023

Pending Projects - Planning and Engineering Permits

51 Permits

Exported: 12/01/2023

Permit #	Project	Site Address	Parcel	Department	Type	Status	Submitted	Last Activity
SEPA								
22-1574	SEPA for PROLOGIS PARK SITE PLAN REVIEW (PHASE I AND II)	3926 90TH AVE E	0420163076	PLANNING	SEPA	APPLICATION	10/28/2022	11/30/2023
22-1574	SEPA for PROLOGIS PARK SITE PLAN REVIEW (PHASE I AND II)	3926 90TH AVE E	0420163076	PLANNING	SEPA	APPLICATION	10/28/2022	11/30/2023
23-1359	SEPA FOR CODE AMENDMENT / SB 5290	CITYWIDE		PLANNING	SEPA	APPLICATION	07/10/2023	08/09/2023
SHORT PLAT - PRELIMINARY								
23-1521	36TH STREET EAST SHORT PLAT	9814 36TH ST E	0420161002	PLANNING	SHORT PLAT - PRELIMINARY	INCOMPLETE	11/22/2023	11/30/2023
23-1528	PASQUIER SHORT PLAT PRELIMINARY PLAT	12513 44TH STREET CT E	6755000041	PLANNING	SHORT PLAT - PRELIMINARY	APPLICATION	11/28/2023	11/29/2023
SITE DEVELOPMENT								
19-1401	BEREZNYOV SHORT PLAT SITE DEVELOPMENT	8904 20TH ST E	0420096012	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	08/16/2019	10/25/2022
20-1624	DHALIWAL TC LANDING SITE DEVELOPMENT	1914 MERIDIAN AV E	0420091158	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	11/30/2020	11/29/2023
21-1430	WINDMILL PARK TOWNHOMES SITE DEVELOPMENT	3117 MERIDIAN AVE E	0420103072	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	09/24/2021	11/13/2023
23-1131	KOT SITE DEVELOPMENT	1513 105TH AVENUE CT E	0420037028	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	03/13/2023	05/18/2023
23-1239	SMITH AND SONS GC LLC SITE DEVELOPMENT	2027 106TH AVE E	0420102118	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	05/19/2023	08/01/2023
23-1240	SMITH AND SONS GC LLC SITE DEVELOPMENT	2027 106TH AVE E	0420102119	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	05/19/2023	08/01/2023
23-1385	WOLFE SITE DEVELOPMENT	13212 VALLEY AVE E	0420234145	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	08/22/2023	11/30/2023
23-1421	AFICHUK SHORT PLAT SITE DEVELOPMENT	1625 112TH AVE E	9770000011	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	09/12/2023	11/22/2023
23-1465	JONES SHORT PLAT SITE DEVELOPMENT	11517 34TH ST E	0420151002	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	10/10/2023	11/16/2023
23-1486	MASLOV SITE DEVELOPMENT	NE Cor of 32nd & 100TH AVE E	0420094039	ENGINEERING	SITE DEVELOPMENT	INCOMPLETE	10/26/2023	11/15/2023
SITE PLAN DESIGN REVIEW								
21-1031	PROLOGIS PARK SITE PLAN REVIEW (PHASE I AND II)	3926 90TH AVE E	0420163076	PLANNING	SITE PLAN DESIGN REVIEW	WAITING ON REVISIONS	01/22/2021	11/30/2023
22-1505	2513 MERIDIAN (SEDONA) MIXED-USE SITE PLAN REVIEW	2500 Block, E side of 11TH ST E	0420103027	PLANNING	SITE PLAN DESIGN REVIEW	UNDER REVIEW	09/29/2022	11/28/2023
22-1615	ARCO AMPM SITE PLAN DESIGN REVIEW	SE Cor of Meridian & 11TH ST E	0420037064	PLANNING	SITE PLAN DESIGN REVIEW	WAITING ON REVISIONS	12/02/2022	11/03/2023
23-1344	EDGEWOOD HEIGHTS PHASE II SITE PLAN REVISION	1909 104TH AVE E	0420106035	PLANNING	SITE PLAN DESIGN REVIEW	UNDER REVIEW	07/27/2023	11/27/2023
23-1435	EDGEWOOD MEMORY CARE SITE PLAN DESIGN REVIEW	10307 JOVITA BLVD E	0420036071	PLANNING	SITE PLAN DESIGN REVIEW	INCOMPLETE	09/19/2023	11/20/2023
23-1524	EDGEWOOD ESTHETICS CHANGE OF USE	1311 MERIDIAN AVE E	0420033142	PLANNING	SITE PLAN DESIGN REVIEW	APPLICATION	11/27/2023	11/28/2023
STREET USE								
23-058	MCNALL STREET USE	3719 CHRISSELLA RD E	0420156056	ENGINEERING	STREET USE	WAITING ON REVISIONS	09/12/2023	11/03/2023
23-061	CORKUM STREET USE	4716 CHRISSELLA RD E	0420153059	ENGINEERING	STREET USE	WAITING ON REVISIONS	09/20/2023	11/03/2023

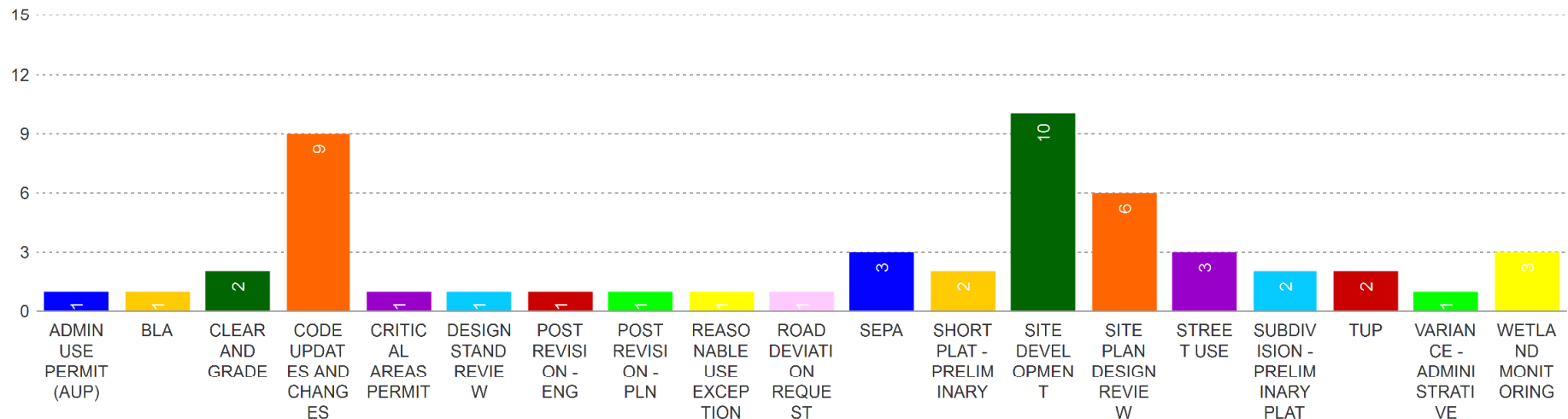
Pending Projects - Planning and Engineering Permits

51 Permits

Exported: 12/01/2023

Permit #	Project	Site Address	Parcel	Department	Type	Status	Submitted	Last Activity
23-078	CLINE STREET USE	4417 Chrisella Rd E	0420157013	ENGINEERING	STREET USE	WAITING ON REVISIONS	10/21/2023	11/03/2023
SUBDIVISION - PRELIMINARY PLAT								
23-1228	TYEE RANCH PRELIMINARY PLAT	11617 15TH ST E	0420034702	PLANNING	SUBDIVISION - PRELIMINARY PLAT	WAITING ON REVISIONS	05/11/2023	10/26/2023
23-1299	HOMESTRETCH PRELIMINARY PLAT	2208 116TH AVE E	0420101037	PLANNING	SUBDIVISION - PRELIMINARY PLAT	WAITING ON REVISIONS	07/03/2023	11/20/2023
TUP								
23-1523	BH EVERGREEN TREE SALES TUP	3420 MERIDIAN AV E	0420161092	PLANNING	TUP	UNDER REVIEW	11/27/2023	11/29/2023
23-1531	New Years Fireworks Retail	909 MERIDIAN AVE E	0420033096	PLANNING	TUP	APPLICATION	11/30/2023	11/30/2023
VARIANCE - ADMINISTRATIVE								
23-1381	LYNCH SFR ADMINSTRATIVE VARIANCE	12124 50TH STREET CT E	0420232074	PLANNING	VARIANCE - ADMINISTRATIVE	DENIAL ISSUED	08/21/2023	11/29/2023
WETLAND MONITORING								
22-1570WM	JENNA ACRES WETLAND MONITORING	1419 114TH AVE E	0420034061	PLANNING	WETLAND MONITORING	APPLICATION	11/28/2022	08/08/2023
22-1017WM	BARTH ESTATES (FALCON RIDGE) WETLAND MONITORING	3624 96TH AVE E	0420161087	PLANNING	WETLAND MONITORING	APPLICATION	08/22/2023	08/25/2023
23-1335WM	WOLF POINT CRITICAL AREAS - STORM OUTFALL BUFFER MONITORING	9810 36TH ST E	0420165030	PLANNING	WETLAND MONITORING	APPLICATION	09/01/2023	09/20/2023

Permits by Type



Plat Construction Tracking Report- November 2023

Preliminary Plat						Site Development	Final Plat		Buildout	
Submitted	Project	Address	Total Lots	Status	Approved	Status	Status	Lots Recorded	Completed Homes #	Completion Date
2023	HOMESTRETCH SUBDIVISION	2208 116TH AVE E	32	APPLICATION						
	TYEE RANCH SUBDIVISION	11617 15TH ST E	39	APPLICATION						
2022	JONES SHORT PLAT	11517 34TH ST E	3	APPROVED	6/28/2023	APPLICATION				
	AFICHUK SHORT PLAT	1625 112TH AVE E	2	APPROVED	6/15/2023	APPLICATION				
2021	WINDMILL PARK TOWNHOMES	3117 MERIDIAN AVE E	45	APPROVED	5/2/2023	APPLICATION				
	BREYER SHORT PLAT	2114 95TH AVCT E	5	APPROVED	9/20/2021	FINALED	APPROVED	5		20%
2020	TEBALDI SHORT PLAT	4625 126TH AV E	2	APPROVED	11/12/2020	N/A	APPROVED	2	1	50%
	PADEN SHORT PLAT	1302 114TH ST E	2	APPROVED	2/1/2021					
	HARRISON SHORT PLAT	12121 42ND ST E	2	APPROVED	2/1/2021	FINALED	APPROVED	2	1	50%
	PHILLIPS RIDGE SUBDIVISION	XXX 86TH AVCT E	14	APPROVED	12/29/2020	FINALED	APPROVED	14	7	50%
	DODDS SHORT PLAT	4902 EDGEWOOD DR E	2	APPROVED	9/3/2020	N/A	APPROVED	2	1	50%
2019	BJERK SHORT PLAT	9815 31ST ST E	2	APPROVED	1/14/2020	N/A	APPROVED	2	1	50%
	ESTATES ON CALDWELL SUBDIVISION	XXX CALDWELL RD E	6	APPROVED	5/5/2020	FINALED	APPROVED	6	2	33%
	JENNA ACRES SHORT PLAT	1419 114TH AV E	4	APPROVED	9/14/2020	FINALED	APPROVED	4	1	25%
	SELLERS SHORT PLAT	11215 13TH ST E	2	APPROVED	9/27/2019					
	BECKER SHORT PLAT	4122 CALDWELL RD E	2	APPROVED	7/1/2019	ISSUED	APPROVED	2	1	50%
2018	BARTH SUBDIVISION (FALCON RIDGE)	XXX 96TH AV E	37	APPROVED	6/4/2020	ISSUED	APPROVED	35	20	57%
	GRUBB SHORT PLAT	12325 48TH ST E	3	APPROVED	12/29/2020					
	CHUMAKIN SHORT PLAT	2005 112TH AV E	4	APPROVED	6/22/2018	FINALED	APPROVED	4	3	75%
	BEREZNYOV SHORT PLAT	8904 20TH ST E	4	APPROVED	1/10/2019	APPLICATION				
	ABEL SHORT PLAT	12321 16TH ST E	6	APPROVED	9/13/2018	ISSUED	APPROVED	6	4	67%
2017	WOLF POINT SUBDIVISION	XXX MERIDIAN AV E	56	APPROVED	3/20/2019	ISSUED				
2016	VOLENTE SUBDIVISION	8626 33RD ST E	15	APPROVED	6/6/2017	ISSUED	APPROVED	15	0	
	DOMUS TOWNHOMES PRD (THE WOODLANDS)	10525 11TH ST E	55	APPROVED	1/11/2017	FINALED	APPROVED	55	54	98%
	GERVAIS SHORT PLAT	1607 112TH AVE E	3	APPROVED	12/22/2016	ISSUED	APPROVED	3	1	33%
	PASCOLO ESTATES SUBDIVISION	2806 117TH AVE CT E	19	APPROVED	3/21/2017	FINALED	APPROVED	19	18	95%
2015	NICKLAUS (ASTER POINT) SUBDIVISION	2305-2307 94TH AVE CT E	38	APPROVED	12/15/2016	FINALED	APPROVED	36	33	92%
	CALIBER SHORT PLAT	3312 106TH AVE E	6	APPROVED	9/8/2016	FINALED	APPROVED	6	6	100%
	EDGEWOOD ESTATES SUBDIVISION	12220 12TH ST E	14	APPROVED	9/29/2016	ISSUED	APPROVED	14	13	93%
	VIEW POINTE SUBDIVISION	10413 13TH ST E	44	APPROVED	4/29/2016	FINALED	APPROVED	44	43	98%
	CURRAN ESTATES SUBDIVISION	412 114TH AVE E	9	APPROVED	12/30/2015	FINALED	APPROVED	9	8	89%
2014	LISITSYN SHORT PLAT	11120 COUNTY LINE RD E	6	APPROVED	7/15/2014	FINALED	APPROVED	6	3	50%
2013	WESTRIDGE SUBDIVISION	FREEMAN RD	290	APPROVED	9/4/2014	FINALED	APPROVED	284	282	99%



City Of Edgewood Council Agenda Summary Sheet

Subject: Edgewood Middle Housing - Grant Approval	Agenda Item #: 2.C
	For Agenda of: 12/19/2023
	Prepared by: Lauren Balisky, Evan Hietpas
Attachments (list): 1. Middle Housing Grant Application Packet 11.13.2023 with revised SOW 2. Edgewood- Award Letter	
Approval of Materials: Lauren Balisky, Evan Hietpas Rachel Pitzel, City Clerk/HR Director 12/14/2023 Dave Gray 12/14/2023 Daryl Eidingen 12/14/2023	Expenditure Required: None
	Amount Budgeted: N/A
	Timeline: December 19, 2023 - Study Session December 26, 2023 - Regular Council Meeting

Summary Statement:

Middle housing is a term for homes that are at a middle scale between detached single-family houses and large multifamily complexes. Examples include: duplexes, triplexes, fourplexes, fiveplexes, sixplexes, courtyard apartments, cottage clusters, and townhomes. These types are typically “house-scale”; that is, the buildings are about the same size and height as detached houses. During the 2023-24 legislative session, HB 1110 (2023) was adopted to implement middle housing across the state.

The 2023-2025 State Operating Budget (Senate Bill 5187) directed Commerce to administer grants and provide technical assistance to cities or counties for actions relating to adopting ordinances that plan for and accommodate housing. Commerce made approximately \$4.5 million available in statewide grants to implement House Bill 1110 (2023) supporting the development of middle housing. The City of Edgewood applied for this grant opportunity and was awarded the maximum eligible funding amount of \$40,000.

City staff is seeking City Council and Mayoral approval to accept this grant funding to help support the implementation of middle housing requirements.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Edgewood Middle Housing - Grant Approval .

Fiscal Note/Consideration:



Middle Housing

Grant Application Form

Summary Page

Jurisdiction(s)	City of Edgewood
Total funding request (see Instruction Sheet for maximum that may be requested.)	\$40,000
Office of Financial Management population of jurisdiction as of 2020	12,327
For jurisdictions in King, Pierce, Kitsap and Snohomish counties: Did your jurisdictions receive Middle Housing Grant in 2022 (Engrossed Substitute Senate Bill (ESSB) 5693 , the 2022 supplemental operating budget)?	Yes, the City of Edgewood <u>did</u> receive the 2022 Middle Housing Grant.

1. Jurisdiction Information

Applying Jurisdiction			
Project Manager	<i>This is the designated lead person who is responsible for grant communications between Commerce and the city. For joint applicants this is project manager from the designated lead city.</i>		
Name (Lead Contact)	Evan Hietpas		
Title	Senior Planner		
Department	Community and Economic Development Department Planning Division		
Mailing Address	2224 104 th Ave E		
City	Edgewood		
State	WA	Zip Code	98372

Telephone Number	253-831-4254
Email	evan@cityofedgewood.org
Financial Contact	<i>Please provide name and contact information for the person who will be responsible for receiving and accounting for the grant funds.</i>
Name	Stephanie Goff
Title	Accounting Manager
Department	Administration and Finance
Telephone Number	253-831-4247
E-mail	stephanie@cityofedgewood.org
Unified Business Identifier (UBI) Number	601-671-344
Statewide Vendor (SWV) Number	0007706
Authorized Official	<i>The name and title of the office authorized to sign the grant agreement on behalf of the city.</i>
Name	Daryl Eiding
Title	Mayor
Email	mayor@cityofedgewood.org

Edgewood Scope and Budget

Please note: As with all of the grant applications, we need to confirm that the middle housing grant will only fund comprehensive plan policy or outreach work specific to middle housing implementation, and will not be used to fund for a broader update to the comprehensive plan land use/housing elements etc. (i.e. that would include policy work other than middle housing). We also need to make you aware that the middle housing grant cannot duplicate billing with any other funding source or Commerce grant such as the Periodic Update Grant (PUG), for the same policy work. (e.g. two grants/funding sources cannot pay for the same work).

Grant Objective: Implement House Bill 1110 to support the development of middle housing.			
Actions/Steps/ Deliverables	Description	Start Date	End Date
Action 1	Middle Housing Public Participation Plan	November 2023	January 2024
Step 1.1	Develop middle housing public participation plan		January 2024
Deliverable 1	Middle Housing Public Participation Plan		January 31, 2024
Action 2	First Draft Middle Housing Development Regulation Amendments	November 2023	June 2024
Step 2.1	Meetings with Planning Commission and City Council on drafting of development regulation amendments relating to middle housing.	November 2023	May 2024
Step 2.2	Review and evaluate existing development regulations for needed middle housing related amendments.	November 2023	May 2024
Step 2.3	Review Commerce Middle Housing Model Ordinance(s) and other resources.		May 2024
Step 2.4	Draft Middle Housing development regulation amendments.		May 2024
Deliverable 2	First Draft Middle Housing ordinance		June 15, 2024
Action 3	Public Informational Materials and Results	November 2023	March 2025

Step 3.1	Prepare informational materials for the public related to middle housing.	November 2023	November 2024
Step 3.2	Hold public meetings, outreach events, identify and conduct outreach to vulnerable populations and overburdened communities, residential developers, renters and owner-occupied households in residential neighborhoods, inform and solicit feedback from stakeholders, develop and update social media materials.		December 2024
Deliverable 3	Public Participation Results Report, with informational materials used to engage the public informational materials		March 31, 2025
Action 4	Adopt Middle Housing development regulation amendments	February 2025	June 2025
Step 4.1	Incorporate public input in draft revisions.		
Step 4.3	Review draft with Planning Commission and other stakeholders		April 2025
Step 4.4	City Council consideration of Planning Commission recommendation		May 2025
Step 4.5	City Council adoption of Middle Housing development regulation amendment ordinance		May 2025
Deliverable 4	Adopted Middle Housing ordinance		June 15, 2025

Grant Objective:	Commerce Funds
2024 Fiscal Year	
Deliverable 1. Public Participation Plan	\$10,000
Deliverable 2. First Draft Middle Housing ordinance	\$10,000
2025 Fiscal Year	
Deliverable 3. Public Engagement Results Report, with informational materials used to engage the public informational materials	\$10,000
Deliverable 4. Adopted Middle Housing ordinance	\$10,000
Total:	\$40,000

2. Scope of Work and Project Schedule

Provide a proposed scope of work that details the grant objective(s), actions, steps and deliverables. Instructions are in the Grant Application Instructions.

All grant deliverables must be submitted by June 15, 2025.

If you propose multiple grant objectives, actions, steps or deliverables, please copy and paste the appropriate rows below as needed. The example scope of work from the Grant Instructions is included at the end of this document if a community wishes to copy portions or all of that material into this table.

Grant Objective: Implement House Bill 1110 to support the development of middle housing.			
Actions/Steps/Deliverables	Description	Start Date	End Date
Action 1	Public Participation Plan	August 2023	November 2023
Step 1.1	Develop public participation plan		November 2023
Deliverable 1	Public Participation Plan		November 30, 2023
Action 2	Informational Materials and Results	November 2023	January 2025
Step 2.1	Prepare informational materials for the public related to middle housing	November 2023	November 2024
Step 2.2	Hold public meetings, outreach events, identify and conduct outreach to vulnerable populations and overburdened communities, residential developers, renters and owner-occupied households in residential neighborhoods, inform and solicit feedback from stakeholders, develop and update social media materials.		December 2024
Deliverable 2	Public Participation Results Report, with informational materials used to engage the public informational materials		January 31, 2025
Action 3	Draft Middle Housing Development Regulation Amendments	November 2023	January 2025

Step 3.1	Meetings with Planning Commission and City Council on drafting of development regulation amendments.	November 2023	December 2024
Step 3.2	Review and evaluate existing development regulations for needed middle housing related amendments.	November 2023	December 2024
Step 3.3	Review Commerce Middle Housing Model Ordinance(s) and other resources.		December 2024
Step 3.4	Draft Middle Housing development regulation amendments		December 2024
Deliverable 3	Draft Middle Housing ordinance		January 31, 2025
Action 4	Adopt Middle Housing development regulation amendments	February 2025	June 2025
Step 4.1	Transmit draft Middle Housing ordinance to the State for State agency review (RCW 36.70A.106)		March 2025
Step 4.2	Planning Commission Public Hearing and Recommendation		April 2025
Step 4.3	City Council consideration of Planning Commission recommendation		May 2025
Step 4.4	City Council adoption of Middle Housing development regulation amendment ordinance		May 2025
Deliverable 4	Adopted Middle Housing ordinance		June 15, 2025
Scope of Work Narrative: For each grant objective, please explain why you selected the actions and deliverables in your scope of work.			

Action 1 - Public Participation Plan – Develop a strategy to ensure adequate opportunity to address questions and concerns regarding the implementation of HB 1110.

Action 2 – Public Participation Results Report- Develop materials for meaningful engagement and document engagement efforts to inform middle housing policy updates. The results of this report will be used to manage the direction of the draft ordinance and ensure that proposed changes directly reflect input and concerns raised through public participation.

Action 3 - Draft Middle Housing Ordinance – Clearly identify anticipated regulation and policy updates to demonstrate thoughtful consideration of the implementation of HB 1110.

Action 4 - Deliverable 4 - Adopted Middle Housing ordinance - Document the formal adoption of new middle housing policies and regulations to ensure legislative and procedural compliance.

REVISED

3. Proposed Budget / Financial Information

Propose a project budget to reflect your expected level of effort for each of the deliverables provided above. This is a performance-based contract, therefore cities are paid upon satisfactory completion of deliverables rather than hours spent working on the project. **The final deliverable for each grant objective must be at least 20% of the total grant amount for that grant objective.**

Grant Objective:	Commerce Funds
Deliverable 1. Public Participation Plan	\$500
Deliverable 2. Public Engagement Results Report, with informational materials used to engage the public informational materials	\$1,500
Deliverable 3. Draft Middle Housing ordinance	\$37,000
Deliverable 4. Adopted Middle Housing ordinance	\$1,000
Total:	\$40,000

4. Grant Application Review Criteria

Please answer each of the questions below. Final grant funds will be proportionate to the level of effort proposed by a city. Scopes of work designed to implement HB 1110 as completely as possible will be awarded the entire available grant amount.

a. **Readiness to Proceed: (To be addressed in cover letter or attachment to cover letter)**

How ready is your jurisdiction to complete this project in a timely manner? Please describe your plan to initiate and complete the project by June 15, 2025.

- If already in process, include the timeline for your periodic update, and how the middle housing work will intersect and not duplicate your periodic update work.
- If known, identify the key staff or consultants who will implement the project along with their history regarding ability to successfully complete grant projects. Please indicate if you plan to hire a consultant but have not started the process.

- b. **Local Commitment to the Project: (To be addressed in cover letter or attachment to cover letter)**
Indicate the level and type of support that the appropriate legislative body will provide to the project. For example, include the amount of staff time and/or funding committed to the project as well as other funding, community-based organizations who have committed to engage in the process and “in-kind” support.
- c. **Scope of Work Narrative:**
To be addressed at the end of the Scope of Work and Project Schedule table above.
- d. **Proposed Budget:**
As presented in the Proposed Budget/Financial Information table above (no narrative required).

CHECKLIST

Submit completed applications to gmsgrants@commerce.wa.gov by **Friday, September 15, 2023, 5:00pm**

- ☒ Cover letter addressing readiness to proceed and local commitment to the project.
- ☐ Letter of commitment from the mayor or authorized official. ***(Per Dave Osaki’s presentation on this middle housing grant, this letter of support needs to be submitted before funding would be distributed to jurisdictions, rather than at the time of the September 15th application deadline.)***
- ☒ Application form
- ☒ Map(s) showing current zoning where middle housing development regulations are expected to apply, as best known at the time of grant application. Applicants should include as much data on the map or on separate maps/documents to display:
 - Location of major transit stops, as defined by [HB 1110, Sec. 2\(20\)](#). **N/A**
 - Location of potential transit/station area(s) boundaries, as best known at this time. **N/A**
- ☒ Information on existing middle housing regulations, including identification of what middle housing types are currently allowed in zoning districts predominantly zoned for residential use.

Thank you for completing this application.

Washington State Department of Commerce
Growth Management Services
Attn: Dave Osaki and Mary Reinbold
gmsgrants@commerce.wa.gov

Hello,

This cover letter will address two key grant application review criteria:

- 1) Readiness to Proceed
- 2) Local Commitment to the Project.

A separate letter addresses review criteria:

- 3) Map(s) showing current zoning where middle housing development regulations are expected to apply, as best known at the time of grant application.
- 4) Information on existing middle housing regulations, including identification of what middle housing types are currently allowed in zoning districts predominantly zoned for residential use.

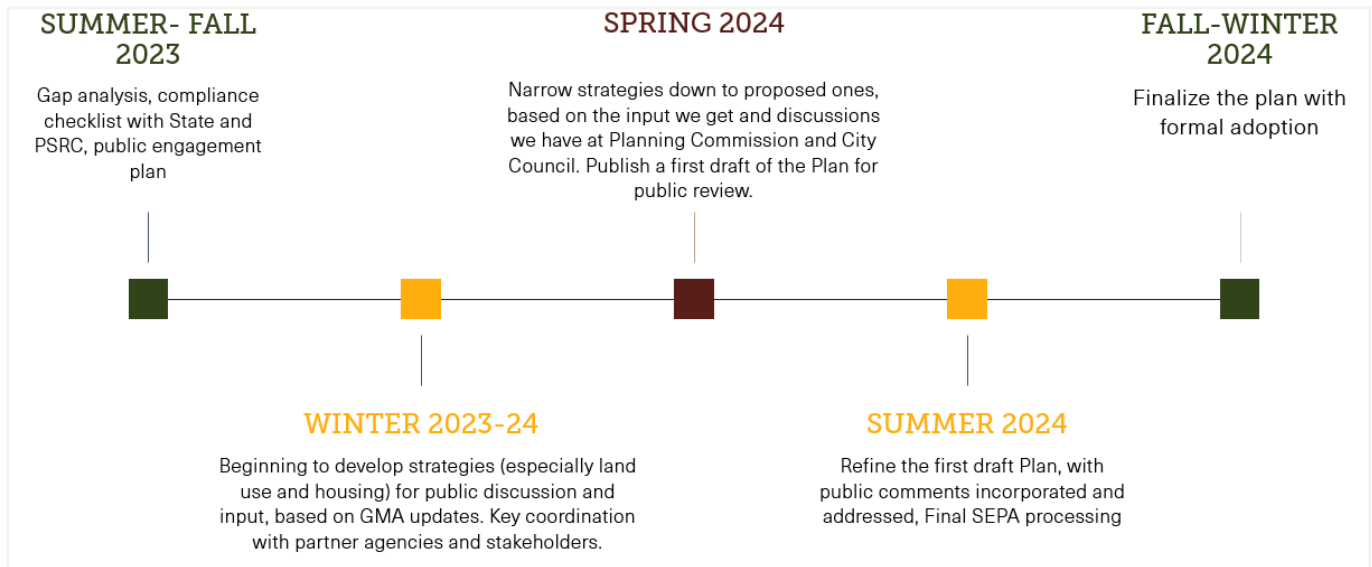
Readiness to Proceed

Project Timing and Completion

The City of Edgewood is adequately prepared to implement HB 1110 in a timely manner, resulting in the adoption of a middle housing ordinance by June 2025. As detailed in the Scope of Work, the City has set an approach that will result in the successful completion of this project.

The City has begun work on the 2024 Comprehensive Plan Periodic Update process. The City wants to ensure that we provide information to middle housing at periodic update events to inform our work and raise public awareness, however, we understand that this grant only applies to middle housing-specific efforts. Although the public input that we receive at the periodic updates event will help inform decision-making processes, the city will not utilize grant funding from this Middle Housing grant for general periodic update efforts. For this reason, the bulk of the requested \$40,000 will be utilized for time dedicated to drafting the middle housing ordinance and conducting analysis. The City anticipates conducting strategic outreach with key stakeholders for middle housing such as developers, housing advocates, and other local agencies.

The timeline on the following page outlines a high-level look at the City's strategy to complete the periodic update.



Staff and Consultants Assigned to Project

- Evan Hietpas, Senior Planner, City of Edgewood
- Lauren Balisky, Community and Economic Development Director, City of Edgewood
- Madrona Law Group, City of Edgewood Contract City Attorney
- AHBL Inc., City of Edgewood On-Call Contracted Planning Consultants

Evan Hietpas: Successfully managed the 2022-2023 Middle Housing grant by working with other Pierce County cities and South Sound Housing Affordability Partners (SSHA3P) to evaluate the authorization of middle housing types on at least 30% of lots currently zoned for single family. The funded efforts included a racial equity analysis and proposed anti-displacement policies to ensure there will be no net displacement of very low, low, or moderate-income households, as defined in RCW 43.63A.510, or individuals from racial, ethnic, and religious communities which have been subject to discriminatory housing policies in the past.

Lauren Balisky: Successfully completed a Housing Action Plan for the City of Mukilteo utilizing grant funds offered under HB 1923. Project materials are available online at: <https://mukilteowa.gov/housing-action-plan-project-library/>

Ann Marie Soto (Primary Attorney who works for Madrona Law): Works closely with planning and development staff to ensure compliance with local, state, and federal land use and environmental laws, and has represented multiple cities in LUPA appeals, condemnation matters, Growth Management Hearings Board appeals, and numerous city administrative hearings and appeals. Ann Marie is currently the City Attorney for Edgewood and Roslyn, and Deputy City Attorney for Issaquah.

AHBL: Provided planning support various communities throughout Washington state. AHBL provides planning services for cities, counties, and state agencies, as well as clients in the private sector. They thrive in an on-call capacity, offering strong partnership to the municipalities with whom they work. Their staff navigates the challenges of quick turnarounds, high expectations, and offer time-tested

solutions. Their planners have extensive experience with large-scale, multi-disciplinary projects and are skilled in explaining complex issues and concepts in a concise, straightforward manner to the public and elected officials.

Local Commitment to the Project

A formal letter of support from Mayor Eidinger will be submitted in the near future. Per Dave Osaki's presentation on this middle housing grant, this letter of support needs to be submitted before funding would be distributed to jurisdictions, rather than at the time of the September 15th application deadline.

The City of Edgewood received funding for the 2022-2023 Middle Housing grant, which also required local commitment to middle housing work. The City views this grant as a continuation of that work to formally implement new middle housing regulations in conformance with HB 1110. The primary staff working on this project will be Senior Planner Evan Hietpas, CED Director Lauren Balisky, and Madrona Law. The City has committed their time and attention to this middle housing work in 2023-2025. AHBL will be utilized on an as-needed basis to ensure continual progress. Lastly, the City anticipates working closely with other Pierce County agencies, especially SSHA3P and other four cities that participated in the previous middle housing grant work.

Washington State Department of Commerce
Growth Management Services
Attn: Dave Osaki and Mary Reinbold
gmsgrants@commerce.wa.gov

Hello,

This document is intended to satisfy review criteria:

- 1) Map(s) showing current zoning where middle housing development regulations are expected to apply, as best known at the time of grant application.
- 2) Information on existing middle housing regulations, including identification of what middle housing types are currently allowed in zoning districts predominantly zoned for residential use.

Transit Stops

A transit center site has not yet been established but would be anticipated near the intersection of 24th Street East and Meridian Avenue. Pierce Transit Route 402 is located along Meridian Avenue with nine stops in Edgewood. Route 402 provides service approximately every 30 minutes at northbound peak weekday morning times (5:45 AM to 8:00 AM), with service every 1-2 hours outside of peak times and on southbound trips. Service hours are 5:00 AM – 8:45 PM on weekdays, with more limited hours on weekends. This route connects Edgewood's Town Center to Federal Way Transit Center, Puyallup Station and downtown Puyallup, and several schools and parks. Pierce Transit plans to double the existing Route 402 service by the end of 2021, which will make the three stops in the Edgewood Town Center qualify as major transit stops. Route 501 also has one stop in Edgewood's Commercial zoning district, just north of the TC. Route 501 connects Edgewood with Milton and Federal Way and runs approximately every hour from 5:15 AM – 8:30 PM on weekdays, with service every 1-2 hours and shorter service hours on weekends.

Middle housing types in low-density residential zones

Edgewood does not contain any lots that currently only allow single-family development types. The Single-Family 2 (SF2) zoning district allows detached dwellings, both attached and detached accessory dwelling units, and backyard cottages. Our Single-Family 3 (SF3) and Single-Family 5 (SF5) zoning districts allow those uses plus cottage courts, duplexes, and attached dwellings. The SF2 zone is approximately 37.5% of the total city acreage, SF3 is approximately 40%, and SF5 is approximately 0.8%.

Middle Housing Land Use Allowance Inventory

- Single Family-2 (SF-2) Zoning- 2 dwelling units per acre (dua)

Accessory Dwelling Unit (ADU)	Cottage Court
Adult Family Home	Permanent Supportive Housing
Transitional Housing	

- Single Family-3 (SF-3) Zoning – 3 dua

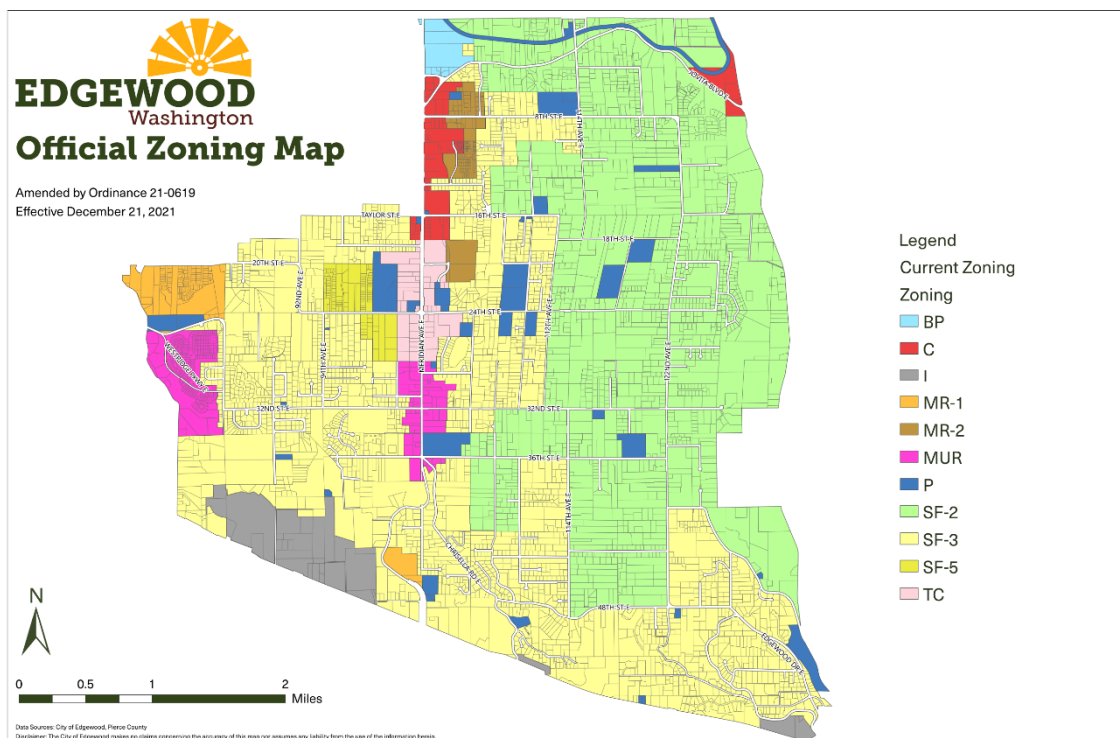
Accessory Dwelling Unit (ADU)	Cottage Court
Duplex	Attached Dwelling
Adult Family Home	Permanent Supportive Housing
Transitional Housing	

- Single Family-5 (SF-5) Zoning- 5 dua

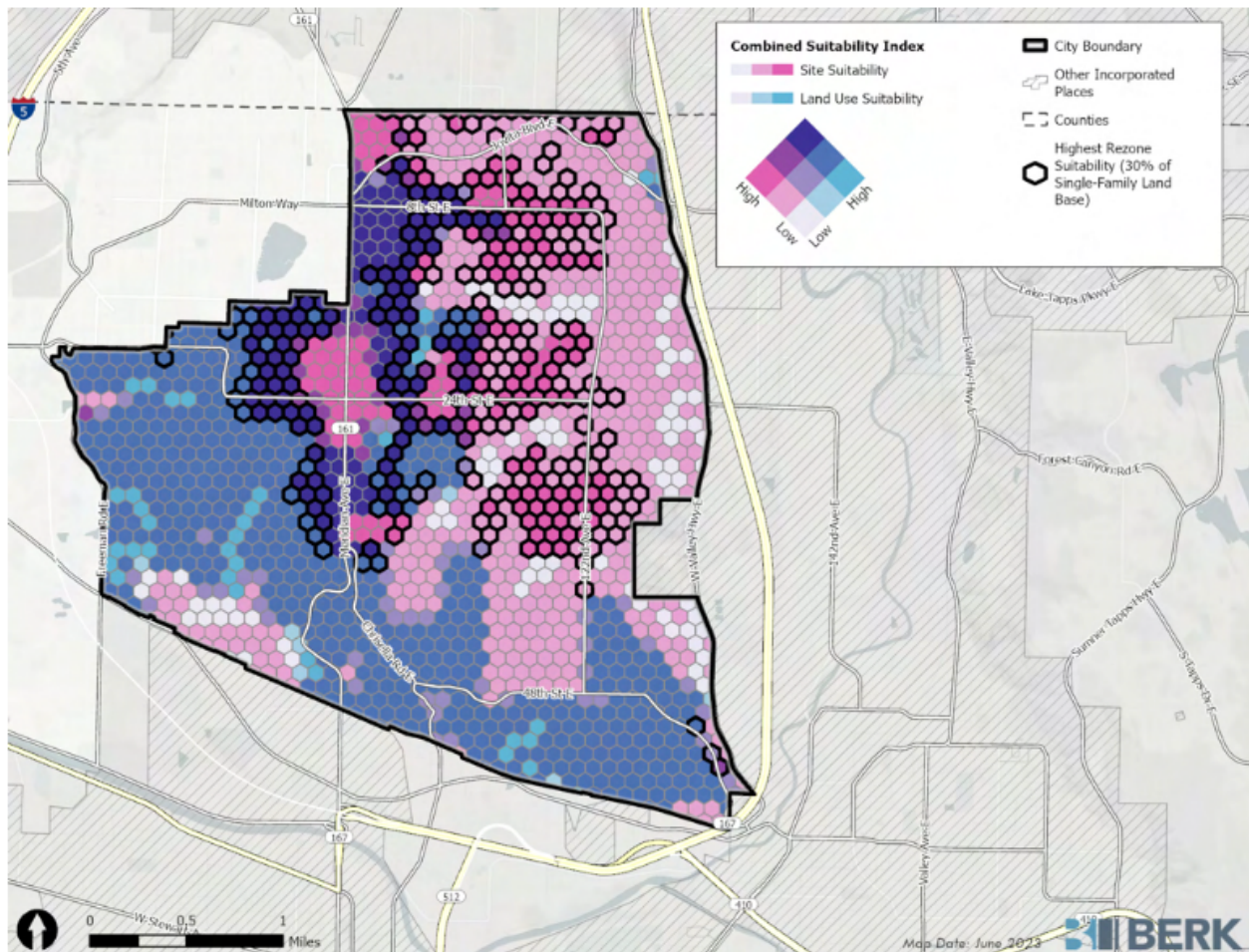
Accessory Dwelling Unit (ADU)	Cottage Court
Duplex	Attached Dwelling
Adult Family Home	Permanent Supportive Housing
Transitional Housing	

- Mixed Residential-1 (MR-1) Zoning – 4 dua

Accessory Dwelling Unit (ADU)	Cottage Court
Duplex	Attached Dwelling
Multi-plex	Townhouse
Adult Family Homes	Assisted Living Facilities
Permanent Supportive Housing	Transitional Housing



As a part of the City’s previous middle housing work in 2022-2023, a “Suitability Analysis” was completed. The map below shows the combined Suitability Assessment Index for the City of Edgewood and highlights areas currently zoned for single-family housing that attained the highest site middle housing suitability scores. These highlighted areas encompass approximately 30% of the city’s single-family land base.



Source: BERK (2023)

Key findings of the assessment included:

- Areas with high suitability scores for both site and land use characteristics are concentrated in the areas surrounding the Town Center. While the goals for Town Center are focused on higher-density housing and mixed-use development, it can provide valuable amenities to adjacent areas (MUR, SF-5, and MR-2 zones).
- Opportunities to expand regulatory support for middle housing types exist in the SF-5 and SF-3 zones west of the Town Center and in southern Edgewood. Both zones currently allow only single-family and duplex housing types, and the City may wish to consider allowing additional housing types (triplex, fourplex, and/or townhomes).



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

October 17, 2023

The Honorable Daryl Eidinger
Mayor
City of Edgewood
2224 104th Ave E
Edgewood, Washington 98372

Delivered via email.

RE: Middle Housing Program Grant

Greetings:

I am pleased to inform you that the City of Edgewood has been awarded \$40,000 in 2023-2025 Middle Housing Grant Program funds to support the adoption of policies and codes and the implementation of other measures specific to HB 1110.

The Washington Department of Commerce, Growth Management Services (GMS) unit will administer the middle housing grant program. **Before we disburse the funds, a contract with a final agreed upon scope of work and budget will need to be discussed and executed between your organization and the Department of Commerce.** Funds may be retroactively applied to project costs related to your grant scope of work, beginning July 1, 2023, the date the funding became available.

Please note, these funds are specifically for middle housing activities and may not pay for work already paid for by other Commerce grant programs such as periodic update grants or climate grants. Thus, that may need to be addressed during the finalization of your contract.

These grant funds are authorized by the 2023-2025 State Operating Budget ([Senate Bill 5187](#)) which directs Commerce to administer grants and provide technical assistance to cities or counties for actions relating to adopting ordinances that plan for and accommodate housing.

The Honorable Daryl Eiding

October 17, 2023

Page 2

Deborah Jacobs or another member of our team will be in touch with you to develop the contract and answer questions. You can reach Deborah at deborah.jacobs@commerce.wa.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Andersen", with a stylized, cursive script.

Dave Andersen, AICP
Managing Director
Growth Management Services

cc: Evan Hietpas, Senior Planner
Stephanie Goff, Accounting Manager
Anne Fritz, Housing Programs Manager, Growth Management Services
Dave Osaki, Middle Housing Program Manager, Growth Management Services
Deborah Jacobs, Housing Contracts Officer, Growth Management Services



City Of Edgewood Council Agenda Summary Sheet

Subject: Parks and City Hall Security Upgrades	Agenda Item #: 2.D
	For Agenda of: 12/19/2023
	Prepared by: Matthew Ray, Jeremy Metzler
Attachments (list): 1. City of Edgewood security projects overview coverletter 2. 166,020 - City of Edgewood Card Reader Upgrades and REX Add 3. 167,312 - City of Edgewood Community Park ACS VMS 4. 167,432 - City of Edgewood Edgemont Park ACS VMS 5. 167,433 - City of Edgewood Public Works Yard Security Cameras 6. 167,434 - City of Edgewood Barn Camera 7. 167,435 - City of Edgewood Garage Cameras 8. 167,436 - City of Edgewood VMS	
Approval of Materials: Matthew Ray, Jeremy Metzler Rachel Pitzel, City Clerk/HR Director Dave Gray Daryl Eidinger	Expenditure Required: \$314,810.03 (includes sales tax)
12/14/2023 12/14/2023 12/14/2023	Amount Budgeted: up to \$325,000 (2024 CIP Projects P-2, PF-1, PF-2, and PF-3)
	Timeline: 12/19/2023 SS 12/26/2023 RCM

Summary Statement:

This project is designed to automate, modernize and provide security at the City Hall campus, Edgemont Park and Edgewood Community Park.

Summary of Upgrades:

Edgemont Park: Add a new access gate and camera system pointed at the parking lot.

Edgewood Community Park: Replace the gate with a sliding gate, add cameras and automate the locking mechanisms for the bathroom doors.

Public Works Yard: Install two cameras.

Edgewood Barn: Install 1 camera

Garage: Install three cameras

City Hall: Replace two cameras, switch and security video system and replace the 22 card readers that grant access to the building

The new system has the ability to be accessed remotely and to send notifications. The cameras are more than traditional cameras and can detect motion, noise, temperature.... Example: The system can detect if a person is in the Public Works yard in the middle of the night and contact the appropriate personnel, and they can view the live feed of what is going on in real time in the yard.

The new system will provide security, a visual deterrent, the ability to have eyes on critical locations and will eliminate the need for police and park crew to open and close the facilities each day.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Parks and City Hall Security Upgrades

Fiscal Note/Consideration: The 2024 Budget as appropriated by Council on 12/12/2023 includes the following capital projects:

- P-2, Miscellaneous Park Improvements: \$25,000 General Fund
- PF-1, Citywide IT / Security Upgrades: \$50,000 REET 1
- PF-2, Civic Center Campus Improvements: \$150,000 REET 1
- PF-3, Public Works Service Facility: \$100,000 REET 2

Staff recognizes that the expenses related to Edgewood Community Park are Park Impact Fee eligible, as this is a new facility and these improvements were under consideration prior to the park's construction. Therefore, staff is considering a budget amendment in early 2024 to utilize Park Impact Fees in lieu of the General Fund.

City of Edgewood
2224 104th Ave E.
Edgewood, WA 98372

Site addresses:
6 locations
Edgewood, WA 98372

Date:	November 28, 2023
Proposal #:	See attached 7 documents
Expiration:	30 days from above date
Account Manager:	Erica Nishioka
Contact Number:	(206) 391-8777

Attn: Matthew Ray, IT Director (matthew@cityofedgewood.org)
RE: City of Edgewood Security Additions and Enhancements

**Per WSIPC Purchasing Program Bid Contract
RFP 22-05 Managed Security and Physical Security Solutions**

Thank you for the opportunity to submit proposals to add and enhance security for your City Hall building, two parks, the public works yard, and facilities adjacent to City Hall. LONG Building Technologies, Inc. ("LONG") is committed to being the industry leader in providing a single resource for your security solutions.

Our security system design is based upon providing the right hardware and technology to accommodate your needs today and into the future. LONG is committed to providing you the necessary information required to make an educated investment decision. At your convenience, allow LONG to coordinate a product demonstration of the proposed security solutions for your facilities.

LONG is proposing 7 scopes of work:

1. City Hall Card Reader and Mobile Credential Upgrade, Addition of Request-To-Exit Device
2. City Hall Security Video Camera System Upgrade
3. Garage Security Cameras
4. Barn Security Camera
5. Public Works Yard Security Cameras
6. Edgemont Park New Gate and Security Camera
7. Edgewood Community Park New Vehicle Gate, Restroom Door Automation and Security Cameras

Scopes of work are included as separate attachments to this email and pricing takes into consideration all scopes of work occurring at the same time.

Combined 7 scopes of work total, excluding tax	\$274,953.00
Combined 3 years Ava Aware for 22 cameras, excluding tax	\$10,978.00

Thank you for considering LONG Building Technologies as your partner of choice for your security systems upgrades. I look forward to your feedback and making adjustments in accordance with your needs.

Best Regards,

Erica Nishioka

Erica Nishioka
LONG Building Technologies
206-391-8777

City of Edgewood
2224 104th Ave E.
Edgewood, WA 98372

Site address:
Edgewood City Hall
2224 104th Ave E.
Edgewood, WA 98372

Date:	November 28, 2023
Proposal #:	166,020
Expiration:	30 days from above date
Account Manager:	Erica Nishioka
Contact Number:	(206) 391-8777

Attn: Matthew Ray, IT Director (matthew@cityofedgewood.org)
RE: Edgewood City Hall Card Reader Upgrades & Request-To-Exit Addition

**Per WSIPC Purchasing Program Bid Contract
RFP 22-05 Managed Security and Physical Security Solutions**

Thank you for the opportunity to submit this proposal to upgrade all 22 card readers at Edgewood City Hall to readers capable of reading LenelS2 BlueDiamond mobile credentials, and adding a request-to-exit sensor at the City Hall Employee Access Door. LONG Building Technologies, Inc. ("LONG") is committed to being the industry leader in providing a single resource for your security solutions.

Our security system design is based upon providing the right hardware and technology to accommodate your needs today and into the future. LONG is committed to providing you the necessary information required to make an educated investment decision. We are pleased to offer this detailed scope of work for your project.

A. THEORY OF OPERATION

LONG will replace all card readers at City Hall with LenelS2 BlueDiamond readers, allowing City of Edgewood to use BlueDiamond mobile credentials at all BlueDiamond readers. BlueDiamond mobile credential annual renewal fees will be added to City of Edgewood's existing annual software upgrade and support plan (SUSP) pricing.

LONG will add an above-door request-to-exit (REX) sensor at the Employee Access Door allowing employees to exit this door without pushing the wall-mounted REX button.

B. SCOPE OF WORK

1. Provide all necessary setup and programming required for complete operating system.
2. At 22 City Hall card reader locations, LONG will remove the existing card readers, providing and installing:
 - (22) LenelS2 BlueDiamond Mobile Enabled US single gang card readers

LONG will connect the new card readers to the existing card reader cabling at the door locations.
3. LONG will provide:
 - (50) LenelS2 BlueDiamond Mobile credentials

Licensing of these credentials is billed annually; renewal fees will be added to your existing annual SUSP pricing.
4. LONG will assist City of Edgewood in setting up mobile credentials and provide up to one (1) hour of remote training by LONG personnel on mobile credential issuance.
5. At the 1st floor Employee Access Door, LONG will provide and install:
 - One (1) above-door request-to-exit (REX) sensor
 - Low voltage cabling to access control panel in basement.

6. LONG will program new above-door sensor as the primary REX sensor at this door; the wall-mount REX push button shall remain as a secondary/backup REX at this door.
7. Provide all necessary testing, programming and commissioning.
8. One-year warranty on all supplied materials and workmanship.
9. Pricing does not include tax.
10. LONG assumes a 4 to 6-week lead-time for material ordering and scheduling purposes.

This proposal is subject to change based on unknown items that may occur as result of COVID-19 such as material delays, labor shortages, jobsite disruptions or governmental intervention. Manufacturers and production facilities are feeling the impacts of decreasing international imports, health and safety concerns and economic impacts to their businesses. As a result, manufacturing production may be impacted. Therefore, lead times and production may be extended without warning and pricing may be affected. Known projects with critical completion schedules should be coordinated with LONG.

C. PRICE OF WORK

Proposed scope of work, excluding tax \$16,871.00

Proposed scope of work total provided for informational use only; pricing assumes all proposed scopes of work (166020, 167312, 167432-167436); will proceed at the same time.

D. INCLUSIONS:

1. LONG will provide all labor for this project during normal working hours, Monday – Friday. Proposal based upon an 8-hour consecutive workday. Time outside of this will be charged at overtime and double time.
2. LONG will coordinate work with Customer to minimize disruption.
3. LONG will provide and install all necessary components listed in Scope of Work for a complete and operable system.
4. Should deficient components be identified during the course of this scope of work, those items will be reported to Customer and a repair/replacement change order will be provided upon request.

E. EXCLUSIONS:

1. Remediation of existing code violations.
2. Troubleshooting existing equipment.
3. Power wiring or electrical panel modifications.
4. All warranty for owner supplied or existing materials and workmanship.
5. Bonds.
6. Ceiling tile replacement as a result of demo or installation.
7. Hazardous material identification, abatement or removal.
8. Work in asbestos areas.
9. Sheetrock cutting.
10. Unforeseen or hidden conditions.
11. Any construction activities not clearly stated in our scope of work listed above.
12. Painting of equipment associated with installation.
13. Mono coat or insulation repair due to new installations.
14. Expedited manufacturing, shipping or handling fees.
15. Overtime or off-hour work

16. Idle time incurred by LONG Building Technologies, employees and subcontractors due to absence of escorts, clearances, inability to enter workspace, or other factors beyond our control will be considered a change to the contract.
17. Any/all general contractor related work, such as framing, painting, patching, man bars, roofing, architectural sheet metal, etc.
18. All trash removal from site.
19. All taxes and assessments related to this project.
20. Builders Risk Insurance.
 - ☒ Cutting, patching, painting of finishes
 - ☒ Core drilling, saw cutting
 - ☒ Trenching, tunneling
 - ☒ Hazardous materials handling
 - ☒ Provision of access doors
 - ☒ Demolition
 - ☒ Bid bond
 - ☒ Payment bond
 - ☒ Performance bond
 - ☒ Work outside normal business hours

F. PAYMENT OPTIONS:

1. ☐ Upon receipt of a signed Contract, a fifty percent (50%) down payment of the Contract amount is due and the final payment is due upon completion.
2. ☒ Upon receipt of a signed Contract and a signed Credit Application, LONG may choose to extend credit and send monthly progress billings – net 30, with a 1.5% per month service charge on past due invoices.
3. ☐ Cash or Check on Delivery (C.O.D.).

RESPONSIBILITY MATRIX	LONG		Others	
	Furnish	Install	Furnish	Install
Security equipment, detailed above	X	X		
Electrical permits	X			
All other equipment in operational condition			X	
Current LenelS2 software support and upgrade plan			X	

AUTHORIZE	Accepted by:	City of Edgewood	Submitted by:	LONG Building Technologies
	Accepted by:		Submitted by:	Erica Nishioka
	Title:		Title:	Account Executive
	Signature:		Signature:	
	Date:		Date:	November 28, 2023

Notwithstanding, any inconsistent or additional terms that may be embodied in your purchase order/contract, LONG will accept your order subject only to the terms of the written contract between us under which your order is placed. If no such contract exists, LONG will accept your order only on the express written condition that you assent to the terms and conditions contained above and on the pages attached hereto; and acceptance and receipt of the goods shipped hereunder shall constitute assent to such terms and conditions.

Terms and Conditions:

By accepting this proposal, Purchaser agrees to be bound by the following Terms and Conditions:

1. **Scope of Work.** Unless otherwise noted, this proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. Purchaser agrees to provide LONG Building Technologies, Inc. ("LONG") with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. LONG agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge LONG for any costs or expenses without LONG's written consent.

2. **Invoicing & Payments.** LONG may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay LONG in United States currency (USD) amounts invoiced within thirty (30) days of the invoice date. Waivers of lien will be furnished upon request, as the work progresses, and to the extent payments are received. Invoices more than 30 days from the invoice date shall be subject to finance charges at 1.5% per month or the maximum rate applicable for the State in which the work was performed.
3. **Material Shortages.** If the materials or equipment included in this proposal become temporarily unavailable, the deadline for the performance of the work shall be extended by the length of the temporary unavailability. If the materials or equipment become permanently unavailable, LONG shall (a) be excused from furnishing the unavailable materials or equipment, and (b) be reimbursed for the price difference between the unavailable materials or equipment and a reasonably available substitute.
4. **Taxes.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the proposed price, all taxes not legally required to be paid by LONG or, alternatively, shall provide LONG with acceptable tax exemption certificates. LONG shall provide Purchaser with tax payment certificates upon request and after completion and acceptance of work.
5. **Delays.** LONG shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond LONG's control, including, but not limited to, acts of God, fire, riots, labor disputes, condition of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of LONG.
6. **Compliance with Laws.** LONG shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the execution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
7. **Disputes.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
8. **Insurance.** Insurance coverage in excess of LONG's standard limits may be furnished if required; however, Purchaser will be billed for any additional premium charged to LONG. LONG will neither give Purchaser credit for insurance afforded to it by others, nor pay other insurance premiums.
9. **Indemnity.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
10. **Occupational Safety and Health.** The Parties hereto agree to notify each other in writing immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project site.
11. **Entire Agreement.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings, written or oral.
12. **Changes.** No change or modification of any of the terms and conditions stated herein shall be binding upon LONG unless accepted by LONG in writing.
13. **Limitations of Liability.** Neither party's (including additional insured's) total cumulative liability hereunder for any claim or cause of action of any kind, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, shall exceed the amount of the party's primary general liability policy limits. Notwithstanding any provision of any contract document to the contrary, neither party shall waive subrogation, or be liable to the other party or any of its affiliates, employees or subcontractors for punitive, special, exemplary, incidental or consequential damages, damages for loss of profits, loss of use or loss of revenue, or losses associated with cost of capital in connection with or arising out of this agreement, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, or for any condition that is beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to: acts of God; acts of

government entities; strikes; labor disputes; fire; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; or unavailability of labor, parts, materials or supplies.

14. **Warranty.** LONG warrants that the materials and equipment furnished by LONG will be of good quality and new; that the work will be free from defects not inherent in the quality required or permitted; and that the work will conform to the requirements of this agreement. LONG warrants that the work shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the final invoice date and that its services will be free from defects in workmanship, design and material for one (1) year from the final invoice date. Upon written notice from the Purchaser, LONG shall, at its option, repair or replace the defective work or re-perform defective services. These warranties shall not extend to any work or services that have been abused, altered, misused or repaired by the Purchaser or third parties without the supervision of and prior written approval of LONG, or if LONG's serial numbers or warranty date decals have been removed or altered. The Purchaser must promptly report any failure of the equipment to LONG in writing. All replaced equipment becomes LONG's property.
15. **Asbestos-Containing Materials.** LONG is not licensed, nor will it undertake direct obligations relating to the identification, abatement, cleanup, control, removal, and/or disposal of asbestos-containing materials ("ACM"). Consistent with applicable laws, Purchaser shall supply LONG with any information in its possession relating to the presence of ACM at any of its facilities where LONG may perform work or provide services that may result in the disturbance of ACM. Often, LONG asks for certification that no ACM is present in facilities constructed prior to 1982. Purchaser shall provide such certification for buildings it owns, or aid LONG in obtaining such certification from facility owners for buildings it does not own. If either Purchaser or LONG becomes aware of or suspects the presence of ACM that may be disturbed by LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. The Purchaser shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from ACM.
16. **Other Hazards.** Purchaser shall supply LONG with any information in its possession relating to the presence of Other Hazards, including but not limited to Structural Hazards, Hazardous Materials, Environmental Hazards, and Dangerous Substances in or near areas where LONG will be required to perform work or provide services. If either Purchaser or LONG becomes aware of or suspects the presence of Other Hazards that may interfere with LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. Purchaser shall be responsible at its sole expense for the identification, abatement, cleanup, control, removal, and/or disposal of Other Hazards from areas LONG is required to perform work or provide services, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from Other Hazards. LONG's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of Other Hazards including but not limited to asbestos, toxic waste, molds, lead, heavy metals, pesticides, pathogens, radon, x-rays or polychlorinated biphenyls ("PCBs"), discovered in or near areas where LONG will be required to perform work or provide services. Any language or provision of the agreement contained elsewhere that may authorize or empower the Purchaser to change, modify, or alter the Scope of Work to be performed by LONG shall not operate to compel LONG to perform any work relating to Asbestos-Containing Materials or Other Hazards.

City of Edgewood
2224 104th Ave E.
Edgewood, WA 98372

Site address:
Edgewood Community Park
10301 36th St. E
Edgewood, WA 98372

Date:	November 28, 2023
Proposal #:	167,312
Expiration:	30 days from above date
Account Manager:	Erica Nishioka
Contact Number:	(206) 391-8777

Attn: Matthew Ray, IT Director (matthew@cityofedgewood.org)
RE: Edgewood Community Park Vehicle Gate Automation and Security Video

**Per WSIPC Purchasing Program Bid Contract
RFP 22-05 Managed Security and Physical Security Solutions**

Thank you for the opportunity to submit this proposal to provide gate automation to the vehicle gate for access from into the parking lot from the road, lock automation for the four restrooms and security cameras. LONG Building Technologies, Inc. ("LONG") is committed to being the industry leader in providing a single resource for your security solutions.

Our security system design is based upon providing the right hardware and technology to accommodate your needs today and into the future. LONG is committed to providing you the necessary information required to make an educated investment decision. We are pleased to offer this detailed scope of work for your project.

A. THEORY OF OPERATION

LONG will replace the gate which separates the parking lot from the street with an aluminum cantilever gate spanning the driveway opening. The new gate will slide open at the beginning of park open hours and close upon closing hours. The gate will be equipped with a free exit loop for vehicle egress, reversing loops to keep the gate open if a vehicle is detected in the gate's path, and Tomar single head strobe detector for emergency/police vehicle access when gate is closed. The vehicle gate will be programmed to alert the City of Edgewood if the gate opens outside of park open hours. Restroom doors will receive electrified locks and door position switches. Restroom doors will be programmed to the locked position during park closed hours and unlocked during park open hours. The door position switches will provide alerts to City of Edgewood through the access control system if a door is open outside of park hours. A motion sensor inside each restroom will provide information of activity within the room outside of park hours.

A camera on the pole close to the new gate will receive a camera aimed at vehicle license plates. Two cameras on parking lot poles will provide general overview of parking lot human and vehicle activity. Three cameras on the restroom building will provide views of human activity in front of the restroom doors, and human activity on the playground equipment. All cameras will have 30 days onboard video storage and connect to the new city-wide Alta Cloud video management system (VMS) via a cellular connection. Cameras can be programmed to provide alerts to City employees of movement of people or vehicles in/around the park outside of City-defined hours.

B. SCOPE OF WORK

1. Provide all necessary setup and programming required for complete operating system.
2. Remove existing vehicle gate at parking lot entry.
3. Install aluminum cantilever gate spanning driveway opening, including:
 - One (1) Liftmaster HDSL24U slide gate operator with built-in battery backup

- Two (2) reversing loops with detector to command gate to remain open if a vehicle is in its path
 - One (1) free exit loop with detector, to command gate to open for exiting vehicle
 - One (1) Liftmaster photo eye, sender-receiver style (no reflector), to command gate to remain open if an obstruction breaks the beam. Photo eye components to be mounted on gate posts. (Meets UL325 safety standards for monitored safety device as enacted by Underwriters Laboratory August 2018)
 - One (1) Liftmaster sensitive safety edge including required transmitters and receivers (Meets UL325 safety standards for monitored safety device as enacted by Underwriters Laboratory August 2018)
 - One (1) Knox box with toggle switch inside to allow emergency vehicle access (cylinder to be keyed to local fire dept. key.) This device must be approved by the local fire department.
 - One (1) Tomar 1790 single head strobe detector with power module.
4. Connect new gate operator to restroom building via existing usable low voltage conduit pathway.
 5. At the pole adjacent to the new vehicle gate, provide and install:
 - One (1) Avigilon Alta 4K dome camera, 30 days onboard storage
 - One (1) network extender camera unit
 Connect camera to restroom building via existing usable low voltage conduit pathway.
 6. At two parking lot poles, LONG will provide and install at each:
 - One (1) Avigilon Alta 20MP multi-sensor dome camera, 30 days onboard storage
 Connect cameras to restroom building via existing usable low voltage conduit pathway.
 7. On three sides of the exterior of the restroom building, provide and install:
 - One (1) Avigilon Alta 4K dome camera, 30 days onboard storage
 - Two (2) Avigilon Alta 5MP dome cameras, 30 days onboard storage
 Provide and install network cable between cameras and restroom building utility room.
 8. At each of four restroom doors, LONG will provide and install:
 - One (1) grade 1 electric lock
 - One (1) electrified hinge
 - One (1) door position switch
 Provide and install cable protected between devices and restroom building utility room.
 9. Inside each of four restrooms, LONG will provide and install:
 - One (1) motion detector
 Provide and install cable protected between devices and restroom building utility room.
 10. Inside the restroom building utility room, provide and install:
 - One (1) Mercury PoE Intelligent Panel Single Door controller
 - One (1) Mercury Security Input Control Module
 - One (1) unified power enclosure with backup batteries
 - One (1) 8-port network switch
 - One (1) cellular modem
 - One (1) network extender base unit
 11. Provide hardwired connection in restroom building to 120VAC.
 12. Install City-provided SIM card in cellular modem, connect cell modem for connection to the Avigilon Alta Cloud VMS and City network.
 13. City of Edgewood to provide computers/devices on the same network for camera display.
 14. Camera proposed will have 30-day onboard storage. 30 days redundant cloud video storage included.
 15. 3 years of Ava Aware Cloud licensing proposed; 1 year and 5 years are also available.
 16. Provide all necessary miscellaneous materials, connectors and freight.
 17. Provide all necessary testing, programming and commissioning.
 18. Provide up to one (1) hour of remote system training by LONG personnel.
 19. One-year warranty on all supplied materials and workmanship.

20. Pricing does not include tax.
21. LONG assumes a 4 to 6-week lead-time for material ordering and scheduling purposes.

This proposal is subject to change based on unknown items that may occur as result of COVID-19 such as material delays, labor shortages, jobsite disruptions or governmental intervention. Manufacturers and production facilities are feeling the impacts of decreasing international imports, health and safety concerns and economic impacts to their businesses. As a result, manufacturing production may be impacted. Therefore, lead times and production may be extended without warning and pricing may be affected. Known projects with critical completion schedules should be coordinated with LONG.

C. PRICE OF WORK

Proposed scope of work, excluding tax	\$148,522.00
3 years Ava Aware for 6 cameras, excluding tax	\$2,994.00

Proposed scope of work total provided for informational use only; pricing assumes all proposed scopes of work (166020, 167312, 167432-167436); will proceed at the same time.

D. INCLUSIONS:

1. LONG will provide all labor for this project during normal working hours, Monday – Friday. Proposal based upon an 8-hour consecutive workday. Time outside of this will be charged at overtime and double time.
2. LONG will coordinate work with Customer to minimize disruption.
3. LONG will provide and install all necessary components listed in Scope of Work for a complete and operable system.
4. Should deficient components be identified during the course of this scope of work, those items will be reported to Customer and a repair/replacement change order will be provided upon request.

E. EXCLUSIONS:

1. Remediation of existing code violations.
2. Troubleshooting existing equipment.
3. Power wiring or electrical panel modifications, energized work other than what is specified above.
4. All warranty for owner supplied or existing materials and workmanship.
5. Bonds.
6. Force majeure.
7. Hazardous material identification, abatement or removal.
8. Work in asbestos areas.
9. Sheetrock cutting, patching, painting.
10. Unforeseen or hidden conditions.
11. Any construction activities not explicitly stated in our scope of work listed above.
12. Painting of equipment associated with installation.
13. Raceways for low voltage cabling systems.
14. Mono coat or insulation repair due to new installations.
15. Expedited manufacturing, shipping or handling fees.
16. Overtime or off-hour work
17. Network drop at switch locations.
18. WAN/LAN network infrastructure/service/equipment.

19. Idle time incurred by LONG Building Technologies, employees and subcontractors due to absence of escorts, clearances, inability to enter workspace, or other factors beyond our control will be considered a change to the contract.
20. Any/all general contractor related work, such as framing, painting, patching, man bars, roofing, architectural sheet metal, etc.
21. All trash removal from site.
22. All taxes and assessments related to this project.
23. Builders Risk Insurance.
 - ☒ Cutting, patching, painting of finishes ☒ Core drilling, saw cutting ☒ Trenching, tunneling
 - ☒ Hazardous materials handling ☒ Provision of access doors ☒ Demolition
 - ☒ Bid bond ☒ Payment bond ☒ Performance bond ☒ Work outside normal business hours

F. PAYMENT OPTIONS:

1. ☐ Upon receipt of a signed Contract, a fifty percent (50%) down payment of the Contract amount is due and the final payment is due upon completion.
2. ☒ Upon receipt of a signed Contract and a signed Credit Application, LONG may choose to extend credit and send monthly progress billings – net 30, with a 1.5% per month service charge on past due invoices.
3. ☐ Cash or Check on Delivery (C.O.D.).

RESPONSIBILITY MATRIX	LONG		Others	
	Furnish	Install	Furnish	Install
Security equipment, detailed above	X	X		
Detailed shop drawings with critical measurements, up to 2 revisions	X			
Asphalt cutting as needed, loop cuts filled with sealing caulk	X	X		
Excavation as necessary	X			
Forming/pouring concrete footings for gate posts and gate operator	X	X		
Mounting of gate posts and gate assembly	X	X		
Mounting/wiring of gate operator, loop detectors, photo eye, gate edge and Knox switch	X	X		
120/240 VAC power on a dedicated 20 AMP circuit to gate operator	X	X		
Electrical permits	X			
Client computer(s), smartphones, etc. to access/display cloud software			X	
Cellular SIM card, cell service			X	
LenelS2 OnGuard portal licenses			X	
OnGuard 8.2 software, current SUSP			X	

AUTHORIZE	Accepted by:	City of Edgewood	Submitted by:	LONG Building Technologies
	Accepted by:		Submitted by:	Erica Nishioka
	Title:		Title:	Account Executive
	Signature:		Signature:	
	Date:		Date:	November 28, 2023

Notwithstanding, any inconsistent or additional terms that may be embodied in your purchase order/contract, LONG will accept your order subject only to the terms of the written contract between us under which your order is placed. If no such contract exists, LONG will accept your order only on the express written condition that you assent to the terms and conditions contained above and on the pages attached hereto; and acceptance and receipt of the goods shipped hereunder shall constitute assent to such terms and conditions.

Terms and Conditions:

By accepting this proposal, Purchaser agrees to be bound by the following Terms and Conditions:

1. **Scope of Work.** Unless otherwise noted, this proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. Purchaser agrees to provide LONG Building Technologies, Inc. ("LONG") with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. LONG agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge LONG for any costs or expenses without LONG's written consent.
2. **Invoicing & Payments.** LONG may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay LONG in United States currency (USD) amounts invoiced within thirty (30) days of the invoice date. Waivers of lien will be furnished upon request, as the work progresses, and to the extent payments are received. Invoices more than 30 days from the invoice date shall be subject to finance charges at 1.5% per month or the maximum rate applicable for the State in which the work was performed.
3. **Material Shortages.** If the materials or equipment included in this proposal become temporarily unavailable, the deadline for the performance of the work shall be extended by the length of the temporary unavailability. If the materials or equipment become permanently unavailable, LONG shall (a) be excused from furnishing the unavailable materials or equipment, and (b) be reimbursed for the price difference between the unavailable materials or equipment and a reasonably available substitute.
4. **Taxes.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the proposed price, all taxes not legally required to be paid by LONG or, alternatively, shall provide LONG with acceptable tax exemption certificates. LONG shall provide Purchaser with tax payment certificates upon request and after completion and acceptance of work.
5. **Delays.** LONG shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond LONG's control, including, but not limited to, acts of God, fire, riots, labor disputes, condition of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of LONG.
6. **Compliance with Laws.** LONG shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the execution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
7. **Disputes.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
8. **Insurance.** Insurance coverage in excess of LONG's standard limits may be furnished if required; however, Purchaser will be billed for any additional premium charged to LONG. LONG will neither give Purchaser credit for insurance afforded to it by others, nor pay other insurance premiums.
9. **Indemnity.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
10. **Occupational Safety and Health.** The Parties hereto agree to notify each other in writing immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project site.
11. **Entire Agreement.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings, written or oral.
12. **Changes.** No change or modification of any of the terms and conditions stated herein shall be binding upon LONG unless accepted by LONG in writing.

13. **Limitations of Liability.** Neither party's (including additional insured's) total cumulative liability hereunder for any claim or cause of action of any kind, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, shall exceed the amount of the party's primary general liability policy limits. Notwithstanding any provision of any contract document to the contrary, neither party shall waive subrogation, or be liable to the other party or any of its affiliates, employees or subcontractors for punitive, special, exemplary, incidental or consequential damages, damages for loss of profits, loss of use or loss of revenue, or losses associated with cost of capital in connection with or arising out of this agreement, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, or for any condition that is beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to: acts of God; acts of government entities; strikes; labor disputes; fire; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; or unavailability of labor, parts, materials or supplies.
14. **Warranty.** LONG warrants that the materials and equipment furnished by LONG will be of good quality and new; that the work will be free from defects not inherent in the quality required or permitted; and that the work will conform to the requirements of this agreement. LONG warrants that the work shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the final invoice date and that its services will be free from defects in workmanship, design and material for one (1) year from the final invoice date. Upon written notice from the Purchaser, LONG shall, at its option, repair or replace the defective work or re-perform defective services. These warranties shall not extend to any work or services that have been abused, altered, misused or repaired by the Purchaser or third parties without the supervision of and prior written approval of LONG, or if LONG's serial numbers or warranty date decals have been removed or altered. The Purchaser must promptly report any failure of the equipment to LONG in writing. All replaced equipment becomes LONG's property.
15. **Asbestos-Containing Materials.** LONG is not licensed, nor will it undertake direct obligations relating to the identification, abatement, cleanup, control, removal, and/or disposal of asbestos-containing materials ("ACM"). Consistent with applicable laws, Purchaser shall supply LONG with any information in its possession relating to the presence of ACM at any of its facilities where LONG may perform work or provide services that may result in the disturbance of ACM. Often, LONG asks for certification that no ACM is present in facilities constructed prior to 1982. Purchaser shall provide such certification for buildings it owns, or aid LONG in obtaining such certification from facility owners for buildings it does not own. If either Purchaser or LONG becomes aware of or suspects the presence of ACM that may be disturbed by LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. The Purchaser shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from ACM.
16. **Other Hazards.** Purchaser shall supply LONG with any information in its possession relating to the presence of Other Hazards, including but not limited to Structural Hazards, Hazardous Materials, Environmental Hazards, and Dangerous Substances in or near areas where LONG will be required to perform work or provide services. If either Purchaser or LONG becomes aware of or suspects the presence of Other Hazards that may interfere with LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. Purchaser shall be responsible at its sole expense for the identification, abatement, cleanup, control, removal, and/or disposal of Other Hazards from areas LONG is required to perform work or provide services, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from Other Hazards. LONG's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of Other Hazards including but not limited to asbestos, toxic waste, molds, lead, heavy metals, pesticides, pathogens, radon, x-rays or polychlorinated biphenyls ("PCBs"), discovered in or near areas where LONG will be required to perform work or provide services. Any language or provision of the agreement contained elsewhere that may authorize or empower the Purchaser to change, modify, or alter the Scope of Work to be performed by LONG shall not operate to compel LONG to perform any work relating to Asbestos-Containing Materials or Other Hazards.

City of Edgewood
2224 104th Ave E.
Edgewood, WA 98372

Site address:
Edgemont Park
11001 24th Street E
Edgewood, WA 98372

Date:	November 28, 2023
Proposal #:	167,432
Expiration:	30 days from above date
Account Manager:	Erica Nishioka
Contact Number:	(206) 391-8777

Attn: Matthew Ray, IT Director (matthew@cityofedgewood.org)
RE: Edgemont Park Pedestrian Gate Automation and Security Video

**Per WSIPC Purchasing Program Bid Contract
RFP 22-05 Managed Security and Physical Security Solutions**

Thank you for the opportunity to submit this proposal to provide gate automation to a new pedestrian gate for access from the parking lot into the playground and a camera to view the parking area. LONG Building Technologies, Inc. ("LONG") is committed to being the industry leader in providing a single resource for your security solutions.

Our security system design is based upon providing the right hardware and technology to accommodate your needs today and into the future. LONG is committed to providing you the necessary information required to make an educated investment decision. We are pleased to offer this detailed scope of work for your project.

A. THEORY OF OPERATION

LONG will replace the pedestrian gate which separates the parking lot and the playground with taller pedestrian gate and a non-electrified closer to pull the gate closed after use. The electrified strike in the gate will be scheduled to unlock during park open hours and lock at the time the park is closed. This gate will be outfitted with door position switch so that the City of Edgewood can be notified if the gate has been left open for a long period of time. The pole adjacent to the gate will receive a multi-imager camera to view the parking lot. This camera will have 30 days onboard video storage and connect to the new city-wide Alta Cloud video management system (VMS) via a cellular connection. Camera can be programmed to provide alerts to City employees of movement of people or vehicles in/around the parking lot outside of City-defined hours.

B. SCOPE OF WORK

1. Provide all necessary setup and programming required for complete operating system.
2. Remove existing pedestrian gate separating parking lot from playground area.
3. Install custom chain link galvanized steel pedestrian gate, including:
 - One (1) electric strike with latch protector
 - One (1) panic bar for egress
 - One (1) hydraulic closer
 - One (1) door position switch
 - One (1) handle for ingress
4. On the light pole adjacent to pedestrian gate, provide and install:
 - One (1) Avigilon Alta 20MP multi-sensor camera, 30 days onboard storage
5. Provide and install aerial cable between camera and gate to restroom building.
6. Inside restroom building, provide and install:
 - One (1) Mercury PoE Intelligent Panel Single Door controller

- One (1) unified power enclosure with backup batteries
 - One (1) network switch
 - One (1) cellular modem
7. Provide hardwired connection in restroom building to 120VAC.
 8. Install City-provided SIM card in cellular modem, connect cell modem for connection to the Avigilon Alta Cloud VMS and City's LenelS2 OnGuard access control system.
 9. City of Edgewood to provide computers/devices on the same network for camera display.
 10. Camera proposed will have 30-day onboard storage. 30 days redundant cloud video storage included.
 11. 3 years of Ava Aware Cloud licensing proposed; 1 year and 5 years are also available.
 12. Provide all necessary miscellaneous materials, connectors and freight.
 13. Provide all necessary testing, programming and commissioning.
 14. Provide up to one (1) hour of remote system training by LONG personnel.
 15. One-year warranty on all supplied materials and workmanship.
 16. Pricing does not include tax.
 17. LONG assumes a 4 to 6-week lead-time for material ordering and scheduling purposes.

This proposal is subject to change based on unknown items that may occur as result of COVID-19 such as material delays, labor shortages, jobsite disruptions or governmental intervention. Manufacturers and production facilities are feeling the impacts of decreasing international imports, health and safety concerns and economic impacts to their businesses. As a result, manufacturing production may be impacted. Therefore, lead times and production may be extended without warning and pricing may be affected. Known projects with critical completion schedules should be coordinated with LONG.

C. PRICE OF WORK

Proposed scope of work, excluding tax	\$49,625.00
3 years Ava Aware for 1 camera, excluding tax	\$499.00

Proposed scope of work total provided for informational use only; pricing assumes all proposed scopes of work (166020, 167312, 167432-167436); will proceed at the same time.

D. INCLUSIONS:

1. LONG will provide all labor for this project during normal working hours, Monday – Friday. Proposal based upon an 8-hour consecutive workday. Time outside of this will be charged at overtime and double time.
2. LONG will coordinate work with Customer to minimize disruption.
3. LONG will provide and install all necessary components listed in Scope of Work for a complete and operable system.
4. Should deficient components be identified during the course of this scope of work, those items will be reported to Customer and a repair/replacement change order will be provided upon request.

E. EXCLUSIONS:

1. Remediation of existing code violations.
2. Troubleshooting existing equipment.
3. Power wiring or electrical panel modifications, energized work other than what is specified above.
4. All warranty for owner supplied or existing materials and workmanship.
5. Bonds.
6. Force majeure.

7. Hazardous material identification, abatement or removal.
8. Work in asbestos areas.
9. Sheetrock cutting, patching, painting.
10. Unforeseen or hidden conditions.
11. Any construction activities not explicitly stated in our scope of work listed above.
12. Painting of equipment associated with installation.
13. Raceways for low voltage cabling systems.
14. Mono coat or insulation repair due to new installations.
15. Expedited manufacturing, shipping or handling fees.
16. Overtime or off-hour work
17. Network drop at switch locations.
18. WAN/LAN network infrastructure/service/equipment.
19. Idle time incurred by LONG Building Technologies, employees and subcontractors due to absence of escorts, clearances, inability to enter workspace, or other factors beyond our control will be considered a change to the contract.
20. Any/all general contractor related work, such as framing, painting, patching, man bars, roofing, architectural sheet metal, etc.
21. All trash removal from site.
22. All taxes and assessments related to this project.
23. Builders Risk Insurance.
 - ☒ Cutting, patching, painting of finishes ☒ Core drilling, saw cutting ☒ Trenching, tunneling
 - ☒ Hazardous materials handling ☒ Provision of access doors ☒ Demolition
 - ☒ Bid bond ☒ Payment bond ☒ Performance bond ☒ Work outside normal business hours

F. PAYMENT OPTIONS:

1. ☐ Upon receipt of a signed Contract, a fifty percent (50%) down payment of the Contract amount is due and the final payment is due upon completion.
2. ☒ Upon receipt of a signed Contract and a signed Credit Application, LONG may choose to extend credit and send monthly progress billings – net 30, with a 1.5% per month service charge on past due invoices.
3. ☐ Cash or Check on Delivery (C.O.D.).

RESPONSIBILITY MATRIX	LONG		Others	
	Furnish	Install	Furnish	Install
Security equipment, detailed above	X	X		
Electrical permits	X			
Detailed shop drawings with critical measurements	X			
Excavation as necessary	X	X		
Forming/pouring concrete footings for gate posts	X	X		
Mounting of gate posts and gate assembly	X	X		
Client computer(s), smartphones, etc. to access/display cloud software			X	
Cellular SIM card, cell service			X	
LenelS2 OnGuard portal licenses			X	
OnGuard 8.2 software, current SUSP			X	

AUTHORIZE	Accepted by:	City of Edgewood	Submitted by:	LONG Building Technologies
	Accepted by:		Submitted by:	Erica Nishioka
	Title:		Title:	Account Executive
	Signature:		Signature:	
	Date:		Date:	November 28, 2023

Notwithstanding, any inconsistent or additional terms that may be embodied in your purchase order/contract, LONG will accept your order subject only to the terms of the written contract between us under which your order is placed. If no such contract exists, LONG will accept your order only on the express written condition that you assent to the terms and conditions contained above and on the pages attached hereto; and acceptance and receipt of the goods shipped hereunder shall constitute assent to such terms and conditions.

Terms and Conditions:

By accepting this proposal, Purchaser agrees to be bound by the following Terms and Conditions:

1. **Scope of Work.** Unless otherwise noted, this proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. Purchaser agrees to provide LONG Building Technologies, Inc. ("LONG") with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. LONG agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge LONG for any costs or expenses without LONG's written consent.
2. **Invoicing & Payments.** LONG may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay LONG in United States currency (USD) amounts invoiced within thirty (30) days of the invoice date. Waivers of lien will be furnished upon request, as the work progresses, and to the extent payments are received. Invoices more than 30 days from the invoice date shall be subject to finance charges at 1.5% per month or the maximum rate applicable for the State in which the work was performed.
3. **Material Shortages.** If the materials or equipment included in this proposal become temporarily unavailable, the deadline for the performance of the work shall be extended by the length of the temporary unavailability. If the materials or equipment become permanently unavailable, LONG shall (a) be excused from furnishing the unavailable materials or equipment, and (b) be reimbursed for the price difference between the unavailable materials or equipment and a reasonably available substitute.
4. **Taxes.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the proposed price, all taxes not legally required to be paid by LONG or, alternatively, shall provide LONG with acceptable tax exemption certificates. LONG shall provide Purchaser with tax payment certificates upon request and after completion and acceptance of work.
5. **Delays.** LONG shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond LONG's control, including, but not limited to, acts of God, fire, riots, labor disputes, condition of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of LONG.
6. **Compliance with Laws.** LONG shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the execution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
7. **Disputes.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

8. **Insurance.** Insurance coverage in excess of LONG's standard limits may be furnished if required; however, Purchaser will be billed for any additional premium charged to LONG. LONG will neither give Purchaser credit for insurance afforded to it by others, nor pay other insurance premiums.
9. **Indemnity.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
10. **Occupational Safety and Health.** The Parties hereto agree to notify each other in writing immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project site.
11. **Entire Agreement.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings, written or oral.
12. **Changes.** No change or modification of any of the terms and conditions stated herein shall be binding upon LONG unless accepted by LONG in writing.
13. **Limitations of Liability.** Neither party's (including additional insured's) total cumulative liability hereunder for any claim or cause of action of any kind, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, shall exceed the amount of the party's primary general liability policy limits. Notwithstanding any provision of any contract document to the contrary, neither party shall waive subrogation, or be liable to the other party or any of its affiliates, employees or subcontractors for punitive, special, exemplary, incidental or consequential damages, damages for loss of profits, loss of use or loss of revenue, or losses associated with cost of capital in connection with or arising out of this agreement, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, or for any condition that is beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to: acts of God; acts of government entities; strikes; labor disputes; fire; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; or unavailability of labor, parts, materials or supplies.
14. **Warranty.** LONG warrants that the materials and equipment furnished by LONG will be of good quality and new; that the work will be free from defects not inherent in the quality required or permitted; and that the work will conform to the requirements of this agreement. LONG warrants that the work shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the final invoice date and that its services will be free from defects in workmanship, design and material for one (1) year from the final invoice date. Upon written notice from the Purchaser, LONG shall, at its option, repair or replace the defective work or re-perform defective services. These warranties shall not extend to any work or services that have been abused, altered, misused or repaired by the Purchaser or third parties without the supervision of and prior written approval of LONG, or if LONG's serial numbers or warranty date decals have been removed or altered. The Purchaser must promptly report any failure of the equipment to LONG in writing. All replaced equipment becomes LONG's property.
15. **Asbestos-Containing Materials.** LONG is not licensed, nor will it undertake direct obligations relating to the identification, abatement, cleanup, control, removal, and/or disposal of asbestos-containing materials ("ACM"). Consistent with applicable laws, Purchaser shall supply LONG with any information in its possession relating to the presence of ACM at any of its facilities where LONG may perform work or provide services that may result in the disturbance of ACM. Often, LONG asks for certification that no ACM is present in facilities constructed prior to 1982. Purchaser shall provide such certification for buildings it owns, or aid LONG in obtaining such certification from facility owners for buildings it does not own. If either Purchaser or LONG becomes aware of or suspects the presence of ACM that may be disturbed by LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. The Purchaser shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from ACM.
16. **Other Hazards.** Purchaser shall supply LONG with any information in its possession relating to the presence of Other Hazards, including but not limited to Structural Hazards, Hazardous Materials, Environmental Hazards, and Dangerous Substances in or near areas where LONG will be required to perform work or provide services. If either Purchaser or LONG becomes aware of or suspects the presence of Other Hazards that may interfere with LONG

performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. Purchaser shall be responsible at its sole expense for the identification, abatement, cleanup, control, removal, and/or disposal of Other Hazards from areas LONG is required to perform work or provide services, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from Other Hazards. LONG's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of Other Hazards including but not limited to asbestos, toxic waste, molds, lead, heavy metals, pesticides, pathogens, radon, x-rays or polychlorinated biphenyls ("PCBs"), discovered in or near areas where LONG will be required to perform work or provide services. Any language or provision of the agreement contained elsewhere that may authorize or empower the Purchaser to change, modify, or alter the Scope of Work to be performed by LONG shall not operate to compel LONG to perform any work relating to Asbestos-Containing Materials or Other Hazards.

City of Edgewood
2224 104th Ave E.
Edgewood, WA 98372

Site address:
East of 10215 24th Street E
Edgewood, WA 98372

Date:	November 28, 2023
Proposal #:	167,433
Expiration:	30 days from above date
Account Manager:	Erica Nishioka
Contact Number:	(206) 391-8777

Attn: Matthew Ray, IT Director (matthew@cityofedgewood.org)
RE: City of Edgewood Public Works Yard Security Cameras

**Per WSIPC Purchasing Program Bid Contract
RFP 22-05 Managed Security and Physical Security Solutions**

Thank you for the opportunity to submit this proposal to provide security cameras for your public works yard to the south of City Hall and connect it to your new cloud-based video management system. LONG Building Technologies, Inc. ("LONG") is committed to being the industry leader in providing a single resource for your security solutions.

Our security system design is based upon providing the right hardware and technology to accommodate your needs today and into the future. LONG is committed to providing you the necessary information required to make an educated investment decision. We are pleased to offer this detailed scope of work for your project.

A. THEORY OF OPERATION

LONG will install two Avigilon Alta cameras to view as much of the public works yard as possible. These cameras will have 30 days onboard video storage and connect to the new city-wide Alta Cloud video management system (VMS) via a cellular connection. Cameras will be programmed to provide alerts to City employees to movement of people or vehicles within the public works yard outside of City-defined normal working hours.

B. SCOPE OF WORK

1. Provide all necessary setup and programming required for complete operating system.
2. At each of two locations, shed close to back fence and electric pole within yard close to road, provide and install:
 - One (1) Avigilon Ava Dome Camera, 4K, 30 days onboard storage
 New camera mounting equipment will be provided as necessary.
3. Provide and install network cable from camera on electric pole close to road to shed, utilizing existing conduit between pole and shed. LONG assumes existing conduit is free of obstructions.
4. Provide and install a box atop the existing open conduit to protect the cable pathway.
5. Provide and install a network switch and cellular modem inside environmental enclosure inside the shed; connect to 120VAC.
6. Connect both cameras to network switch.
7. Install City-provided SIM card in cellular modem, connect cell modem for connection to the Avigilon Alta Cloud VMS.
8. City of Edgewood to provide computers/devices on the same network for camera display.
9. Camera proposed will have 30-day onboard storage. 30 days redundant cloud video storage included.
10. 3 years of Ava Aware Cloud licensing proposed; 1 year and 5 years are also available.
11. Provide all necessary miscellaneous materials, connectors and freight.

12. Provide all necessary testing, programming and commissioning.
13. Provide up to one (1) hour of remote system training by LONG personnel.
14. One-year warranty on all supplied materials and workmanship.
15. Pricing does not include tax.
16. LONG assumes a 4 to 6-week lead-time for material ordering and scheduling purposes.

This proposal is subject to change based on unknown items that may occur as result of COVID-19 such as material delays, labor shortages, jobsite disruptions or governmental intervention. Manufacturers and production facilities are feeling the impacts of decreasing international imports, health and safety concerns and economic impacts to their businesses. As a result, manufacturing production may be impacted. Therefore, lead times and production may be extended without warning and pricing may be affected. Known projects with critical completion schedules should be coordinated with LONG.

C. PRICE OF WORK

Proposed scope of work, excluding tax	\$19,351.00
3 years Ava Aware for 2 cameras, excluding tax	\$998.00

Proposed scope of work total provided for informational use only; pricing assumes all proposed scopes of work (166020, 167312, 167432-167436); will proceed at the same time.

D. INCLUSIONS:

1. LONG will provide all labor for this project during normal working hours, Monday – Friday. Proposal based upon an 8-hour consecutive workday. Time outside of this will be charged at overtime and double time.
2. LONG will coordinate work with Customer to minimize disruption.
3. LONG will provide and install all necessary components listed in Scope of Work for a complete and operable system.
4. Should deficient components be identified during the course of this scope of work, those items will be reported to Customer and a repair/replacement change order will be provided upon request.

E. EXCLUSIONS:

1. Remediation of existing code violations.
2. Troubleshooting existing equipment.
3. Power wiring or electrical panel modifications, energized work.
4. All warranty for owner supplied or existing materials and workmanship.
5. Bonds.
6. Force majeure.
7. Ceiling tile replacement as a result of demo or installation.
8. Hazardous material identification, abatement or removal.
9. Work in asbestos areas.
10. Sheetrock cutting, patching, painting.
11. Unforeseen or hidden conditions.
12. Any construction activities not explicitly stated in our scope of work listed above.
13. Painting of equipment associated with installation.
14. Raceways for low voltage cabling systems.
15. Mono coat or insulation repair due to new installations.
16. Expedited manufacturing, shipping or handling fees.

17. Overtime or off-hour work
18. Network drop at switch locations.
19. WAN/LAN network infrastructure/service/equipment.
20. Idle time incurred by LONG Building Technologies, employees and subcontractors due to absence of escorts, clearances, inability to enter workspace, or other factors beyond our control will be considered a change to the contract.
21. Any/all general contractor related work, such as framing, painting, patching, man bars, roofing, architectural sheet metal, etc.
22. All trash removal from site.
23. All taxes and assessments related to this project.
24. Builders Risk Insurance.
 - ☒ Cutting, patching, painting of finishes ☒ Core drilling, saw cutting ☒ Trenching, tunneling
 - ☒ Hazardous materials handling ☒ Provision of access doors ☒ Demolition
 - ☒ Bid bond ☒ Payment bond ☒ Performance bond ☒ Work outside normal business hours

F. PAYMENT OPTIONS:

1. ☐ Upon receipt of a signed Contract, a fifty percent (50%) down payment of the Contract amount is due and the final payment is due upon completion.
2. ☒ Upon receipt of a signed Contract and a signed Credit Application, LONG may choose to extend credit and send monthly progress billings – net 30, with a 1.5% per month service charge on past due invoices.
3. ☐ Cash or Check on Delivery (C.O.D.).

RESPONSIBILITY MATRIX	LONG		Others	
	Furnish	Install	Furnish	Install
Security equipment, detailed above	X	X		
Electrical permits	X			
Underground conduit in usable condition			X	
Network drop/equipment, LAN/WAN connectivity, IP addresses			X	
Internet router, service			X	
Network drop, same location as LONG-provided network switch			X	
Client computer(s), smartphones, etc. to access/display Ava Aware			X	
Cellular SIM card, cell service			X	

AUTHORIZE	Accepted by:	City of Edgewood	Submitted by:	LONG Building Technologies
	Accepted by:		Submitted by:	Erica Nishioka
	Title:		Title:	Account Executive
	Signature:		Signature:	
	Date:		Date:	November 28, 2023

Notwithstanding, any inconsistent or additional terms that may be embodied in your purchase order/contract, LONG will accept your order subject only to the terms of the written contract between us under which your order is placed. If no such contract exists, LONG will accept your order only on the express written condition that you assent to the terms and conditions contained above and on the pages attached hereto; and acceptance and receipt of the goods shipped hereunder shall constitute assent to such terms and conditions.

Terms and Conditions:

By accepting this proposal, Purchaser agrees to be bound by the following Terms and Conditions:

1. **Scope of Work.** Unless otherwise noted, this proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. Purchaser agrees to provide LONG Building Technologies, Inc. ("LONG") with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. LONG agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge LONG for any costs or expenses without LONG's written consent.
2. **Invoicing & Payments.** LONG may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay LONG in United States currency (USD) amounts invoiced within thirty (30) days of the invoice date. Waivers of lien will be furnished upon request, as the work progresses, and to the extent payments are received. Invoices more than 30 days from the invoice date shall be subject to finance charges at 1.5% per month or the maximum rate applicable for the State in which the work was performed.
3. **Material Shortages.** If the materials or equipment included in this proposal become temporarily unavailable, the deadline for the performance of the work shall be extended by the length of the temporary unavailability. If the materials or equipment become permanently unavailable, LONG shall (a) be excused from furnishing the unavailable materials or equipment, and (b) be reimbursed for the price difference between the unavailable materials or equipment and a reasonably available substitute.
4. **Taxes.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the proposed price, all taxes not legally required to be paid by LONG or, alternatively, shall provide LONG with acceptable tax exemption certificates. LONG shall provide Purchaser with tax payment certificates upon request and after completion and acceptance of work.
5. **Delays.** LONG shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond LONG's control, including, but not limited to, acts of God, fire, riots, labor disputes, condition of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of LONG.
6. **Compliance with Laws.** LONG shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the execution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
7. **Disputes.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
8. **Insurance.** Insurance coverage in excess of LONG's standard limits may be furnished if required; however, Purchaser will be billed for any additional premium charged to LONG. LONG will neither give Purchaser credit for insurance afforded to it by others, nor pay other insurance premiums.
9. **Indemnity.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
10. **Occupational Safety and Health.** The Parties hereto agree to notify each other in writing immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project site.
11. **Entire Agreement.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings, written or oral.
12. **Changes.** No change or modification of any of the terms and conditions stated herein shall be binding upon LONG unless accepted by LONG in writing.

13. **Limitations of Liability.** Neither party's (including additional insured's) total cumulative liability hereunder for any claim or cause of action of any kind, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, shall exceed the amount of the party's primary general liability policy limits. Notwithstanding any provision of any contract document to the contrary, neither party shall waive subrogation, or be liable to the other party or any of its affiliates, employees or subcontractors for punitive, special, exemplary, incidental or consequential damages, damages for loss of profits, loss of use or loss of revenue, or losses associated with cost of capital in connection with or arising out of this agreement, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, or for any condition that is beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to: acts of God; acts of government entities; strikes; labor disputes; fire; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; or unavailability of labor, parts, materials or supplies.
14. **Warranty.** LONG warrants that the materials and equipment furnished by LONG will be of good quality and new; that the work will be free from defects not inherent in the quality required or permitted; and that the work will conform to the requirements of this agreement. LONG warrants that the work shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the final invoice date and that its services will be free from defects in workmanship, design and material for one (1) year from the final invoice date. Upon written notice from the Purchaser, LONG shall, at its option, repair or replace the defective work or re-perform defective services. These warranties shall not extend to any work or services that have been abused, altered, misused or repaired by the Purchaser or third parties without the supervision of and prior written approval of LONG, or if LONG's serial numbers or warranty date decals have been removed or altered. The Purchaser must promptly report any failure of the equipment to LONG in writing. All replaced equipment becomes LONG's property.
15. **Asbestos-Containing Materials.** LONG is not licensed, nor will it undertake direct obligations relating to the identification, abatement, cleanup, control, removal, and/or disposal of asbestos-containing materials ("ACM"). Consistent with applicable laws, Purchaser shall supply LONG with any information in its possession relating to the presence of ACM at any of its facilities where LONG may perform work or provide services that may result in the disturbance of ACM. Often, LONG asks for certification that no ACM is present in facilities constructed prior to 1982. Purchaser shall provide such certification for buildings it owns, or aid LONG in obtaining such certification from facility owners for buildings it does not own. If either Purchaser or LONG becomes aware of or suspects the presence of ACM that may be disturbed by LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. The Purchaser shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from ACM.
16. **Other Hazards.** Purchaser shall supply LONG with any information in its possession relating to the presence of Other Hazards, including but not limited to Structural Hazards, Hazardous Materials, Environmental Hazards, and Dangerous Substances in or near areas where LONG will be required to perform work or provide services. If either Purchaser or LONG becomes aware of or suspects the presence of Other Hazards that may interfere with LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. Purchaser shall be responsible at its sole expense for the identification, abatement, cleanup, control, removal, and/or disposal of Other Hazards from areas LONG is required to perform work or provide services, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from Other Hazards. LONG's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of Other Hazards including but not limited to asbestos, toxic waste, molds, lead, heavy metals, pesticides, pathogens, radon, x-rays or polychlorinated biphenyls ("PCBs"), discovered in or near areas where LONG will be required to perform work or provide services. Any language or provision of the agreement contained elsewhere that may authorize or empower the Purchaser to change, modify, or alter the Scope of Work to be performed by LONG shall not operate to compel LONG to perform any work relating to Asbestos-Containing Materials or Other Hazards.

City of Edgewood
2224 104th Ave E.
Edgewood, WA 98372

Site address:
Edgewood City Hall
2224 104th Ave E.
Edgewood, WA 98372

Date:	November 28, 2023
Proposal #:	167,436
Expiration:	30 days from above date
Account Manager:	Erica Nishioka
Contact Number:	(206) 391-8777

Attn: Matthew Ray, IT Director (matthew@cityofedgewood.org)
RE: City of Edgewood Barn Camera

**Per WSIPC Purchasing Program Bid Contract
RFP 22-05 Managed Security and Physical Security Solutions**

Thank you for the opportunity to submit this proposal to add a camera at the barn adjacent to City Hall. LONG Building Technologies, Inc. ("LONG") is committed to being the industry leader in providing a single resource for your security solutions.

Our security system design is based upon providing the right hardware and technology to accommodate your needs today and into the future. LONG is committed to providing you the necessary information required to make an educated investment decision. We are pleased to offer this detailed scope of work for your project.

A. THEORY OF OPERATION

LONG will provide an Avigilon Alta camera on the west side of the barn building adjacent to City Hall to view the barn pedestrian door. This camera will be wired to City Hall utilizing existing conduit and connect to the new PoE+ network switch included in LONG proposal to upgrade the City Hall video system, #167,436. This camera will be visible to City of Edgewood as part of the city-wide Alta Cloud VMS.

B. SCOPE OF WORK

1. Provide all necessary setup and programming required for complete operating system.
2. LONG will conduct upload and download speed tests on City of Edgewood's Internet network and advise City of Edgewood on Internet service.
3. On the Meridian side of the barn, to view the barn pedestrian door, LONG will provide and install:
 - One (1) Avigilon Ava Dome Camera, 4K, 30 days onboard storage
 New camera mounting equipment will be provided as necessary.
4. LONG will provide and install network cable from camera to City Hall server room utilizing existing conduit between barn and City Hall. LONG assumes existing conduit is free of obstructions.
5. LONG will provide and install a box atop the existing open conduit to protect the cable pathway.
6. LONG will connect the new camera to the new network switch and connect the camera to the building's Internet router for connection to the Avigilon Alta Cloud VMS.
7. City of Edgewood to provide computers/devices on the same network for camera display.
8. Camera proposed will have 30-day onboard storage. 30 days redundant cloud video storage included.
9. 3 years of Ava Aware Cloud licensing proposed.
10. Provide all necessary miscellaneous materials, connectors and freight.
11. Provide all necessary testing, programming and commissioning.
12. Provide up to one (1) hour of remote system training by LONG personnel.
13. One-year warranty on all supplied materials and workmanship.

14. Pricing does not include tax.
15. LONG assumes a 4 to 6-week lead-time for material ordering and scheduling purposes.

This proposal is subject to change based on unknown items that may occur as result of COVID-19 such as material delays, labor shortages, jobsite disruptions or governmental intervention. Manufacturers and production facilities are feeling the impacts of decreasing international imports, health and safety concerns and economic impacts to their businesses. As a result, manufacturing production may be impacted. Therefore, lead times and production may be extended without warning and pricing may be affected. Known projects with critical completion schedules should be coordinated with LONG.

C. PRICE OF WORK

Proposed scope of work, excluding tax	\$6,974.00
3 years Ava Aware for 1 camera, excluding tax	\$499.00

Proposed scope of work total provided for informational use only; pricing assumes all proposed scopes of work (166020, 167312, 167432-167436); will proceed at the same time.

D. INCLUSIONS:

1. LONG will provide all labor for this project during normal working hours, Monday – Friday. Proposal based upon an 8-hour consecutive workday. Time outside of this will be charged at overtime and double time.
2. LONG will coordinate work with Customer to minimize disruption.
3. LONG will provide and install all necessary components listed in Scope of Work for a complete and operable system.
4. Should deficient components be identified during the course of this scope of work, those items will be reported to Customer and a repair/replacement change order will be provided upon request.

E. EXCLUSIONS:

1. Cable length over 300' combined length.
2. Remediation of existing code violations.
3. Troubleshooting existing equipment.
4. Power wiring or electrical panel modifications, energized work.
5. All warranty for owner supplied or existing materials and workmanship.
6. Bonds.
7. Force majeure.
8. Ceiling tile replacement as a result of demo or installation.
9. Hazardous material identification, abatement or removal.
10. Work in asbestos areas.
11. Sheetrock cutting, patching, painting.
12. Unforeseen or hidden conditions.
13. Any construction activities not explicitly stated in our scope of work listed above.
14. Painting of equipment associated with installation.
15. Raceways for low voltage cabling systems.
16. Mono coat or insulation repair due to new installations.
17. Expedited manufacturing, shipping or handling fees.
18. Overtime or off-hour work
19. Network drop at switch locations.

20. WAN/LAN network infrastructure/service/equipment.
21. Idle time incurred by LONG Building Technologies, employees and subcontractors due to absence of escorts, clearances, inability to enter workspace, or other factors beyond our control will be considered a change to the contract.
22. Any/all general contractor related work, such as framing, painting, patching, man bars, roofing, architectural sheet metal, etc.
23. All trash removal from site.
24. All taxes and assessments related to this project.
25. Builders Risk Insurance.
 - ☒ Cutting, patching, painting of finishes ☒ Core drilling, saw cutting ☒ Trenching, tunneling
 - ☒ Hazardous materials handling ☒ Provision of access doors ☒ Demolition
 - ☒ Bid bond ☒ Payment bond ☒ Performance bond ☒ Work outside normal business hours

F. PAYMENT OPTIONS:

1. ☐ Upon receipt of a signed Contract, a fifty percent (50%) down payment of the Contract amount is due and the final payment is due upon completion.
2. ☒ Upon receipt of a signed Contract and a signed Credit Application, LONG may choose to extend credit and send monthly progress billings – net 30, with a 1.5% per month service charge on past due invoices.
3. ☐ Cash or Check on Delivery (C.O.D.).

RESPONSIBILITY MATRIX	LONG		Others	
	Furnish	Install	Furnish	Install
Security equipment, detailed above	X	X		
Electrical permits	X			
Underground conduit in usable condition			X	
Network drop/equipment, LAN/WAN connectivity, IP addresses			X	
Internet router, service			X	
Network drop, same location as LONG-provided network switch			X	
Client computer(s), smartphones, etc. to access/display Ava Aware			X	

AUTHORIZE	Accepted by:	City of Edgewood	Submitted by:	LONG Building Technologies
	Accepted by:		Submitted by:	Erica Nishioka
	Title:		Title:	Account Executive
	Signature:		Signature:	
	Date:		Date:	November 28, 2023

Notwithstanding, any inconsistent or additional terms that may be embodied in your purchase order/contract, LONG will accept your order subject only to the terms of the written contract between us under which your order is placed. If no such contract exists, LONG will accept your order only on the express written condition that you assent to the terms and conditions contained above and on the pages attached hereto; and acceptance and receipt of the goods shipped hereunder shall constitute assent to such terms and conditions.

Terms and Conditions:

By accepting this proposal, Purchaser agrees to be bound by the following Terms and Conditions:

1. **Scope of Work.** Unless otherwise noted, this proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. Purchaser agrees to provide LONG Building Technologies, Inc. ("LONG") with

required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. LONG agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge LONG for any costs or expenses without LONG's written consent.

2. **Invoicing & Payments.** LONG may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay LONG in United States currency (USD) amounts invoiced within thirty (30) days of the invoice date. Waivers of lien will be furnished upon request, as the work progresses, and to the extent payments are received. Invoices more than 30 days from the invoice date shall be subject to finance charges at 1.5% per month or the maximum rate applicable for the State in which the work was performed.
3. **Material Shortages.** If the materials or equipment included in this proposal become temporarily unavailable, the deadline for the performance of the work shall be extended by the length of the temporary unavailability. If the materials or equipment become permanently unavailable, LONG shall (a) be excused from furnishing the unavailable materials or equipment, and (b) be reimbursed for the price difference between the unavailable materials or equipment and a reasonably available substitute.
4. **Taxes.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the proposed price, all taxes not legally required to be paid by LONG or, alternatively, shall provide LONG with acceptable tax exemption certificates. LONG shall provide Purchaser with tax payment certificates upon request and after completion and acceptance of work.
5. **Delays.** LONG shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond LONG's control, including, but not limited to, acts of God, fire, riots, labor disputes, condition of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of LONG.
6. **Compliance with Laws.** LONG shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the execution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
7. **Disputes.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
8. **Insurance.** Insurance coverage in excess of LONG's standard limits may be furnished if required; however, Purchaser will be billed for any additional premium charged to LONG. LONG will neither give Purchaser credit for insurance afforded to it by others, nor pay other insurance premiums.
9. **Indemnity.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
10. **Occupational Safety and Health.** The Parties hereto agree to notify each other in writing immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project site.
11. **Entire Agreement.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings, written or oral.
12. **Changes.** No change or modification of any of the terms and conditions stated herein shall be binding upon LONG unless accepted by LONG in writing.
13. **Limitations of Liability.** Neither party's (including additional insured's) total cumulative liability hereunder for any claim or cause of action of any kind, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, shall exceed the amount of the party's primary general liability policy limits. Notwithstanding any provision of any contract document to the contrary, neither party shall waive subrogation, or be liable to the other party or any of its affiliates, employees or subcontractors for punitive, special, exemplary, incidental or consequential damages, damages for loss of profits, loss of use or loss of

revenue, or losses associated with cost of capital in connection with or arising out of this agreement, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, or for any condition that is beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to: acts of God; acts of government entities; strikes; labor disputes; fire; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; or unavailability of labor, parts, materials or supplies.

14. **Warranty.** LONG warrants that the materials and equipment furnished by LONG will be of good quality and new; that the work will be free from defects not inherent in the quality required or permitted; and that the work will conform to the requirements of this agreement. LONG warrants that the work shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the final invoice date and that its services will be free from defects in workmanship, design and material for one (1) year from the final invoice date. Upon written notice from the Purchaser, LONG shall, at its option, repair or replace the defective work or re-perform defective services. These warranties shall not extend to any work or services that have been abused, altered, misused or repaired by the Purchaser or third parties without the supervision of and prior written approval of LONG, or if LONG's serial numbers or warranty date decals have been removed or altered. The Purchaser must promptly report any failure of the equipment to LONG in writing. All replaced equipment becomes LONG's property.
15. **Asbestos-Containing Materials.** LONG is not licensed, nor will it undertake direct obligations relating to the identification, abatement, cleanup, control, removal, and/or disposal of asbestos-containing materials ("ACM"). Consistent with applicable laws, Purchaser shall supply LONG with any information in its possession relating to the presence of ACM at any of its facilities where LONG may perform work or provide services that may result in the disturbance of ACM. Often, LONG asks for certification that no ACM is present in facilities constructed prior to 1982. Purchaser shall provide such certification for buildings it owns, or aid LONG in obtaining such certification from facility owners for buildings it does not own. If either Purchaser or LONG becomes aware of or suspects the presence of ACM that may be disturbed by LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. The Purchaser shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from ACM.
16. **Other Hazards.** Purchaser shall supply LONG with any information in its possession relating to the presence of Other Hazards, including but not limited to Structural Hazards, Hazardous Materials, Environmental Hazards, and Dangerous Substances in or near areas where LONG will be required to perform work or provide services. If either Purchaser or LONG becomes aware of or suspects the presence of Other Hazards that may interfere with LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. Purchaser shall be responsible at its sole expense for the identification, abatement, cleanup, control, removal, and/or disposal of Other Hazards from areas LONG is required to perform work or provide services, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from Other Hazards. LONG's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of Other Hazards including but not limited to asbestos, toxic waste, molds, lead, heavy metals, pesticides, pathogens, radon, x-rays or polychlorinated biphenyls ("PCBs"), discovered in or near areas where LONG will be required to perform work or provide services. Any language or provision of the agreement contained elsewhere that may authorize or empower the Purchaser to change, modify, or alter the Scope of Work to be performed by LONG shall not operate to compel LONG to perform any work relating to Asbestos-Containing Materials or Other Hazards.

City of Edgewood
2224 104th Ave E.
Edgewood, WA 98372

Site address:
City of Edgewood Garage
10311 22nd Street E
Edgewood, WA 98372

Date:	November 28, 2023
Proposal #:	167,435
Expiration:	30 days from above date
Account Manager:	Erica Nishioka
Contact Number:	(206) 391-8777

Attn: Matthew Ray, IT Director (matthew@cityofedgewood.org)
RE: City of Edgewood Garage Cameras Addition

**Per WSIPC Purchasing Program Bid Contract
RFP 22-05 Managed Security and Physical Security Solutions**

Thank you for the opportunity to submit this proposal for cameras at your garage across the street from City Hall in Edgewood, Washington. LONG Building Technologies, Inc. ("LONG") is committed to being the industry leader in providing a single resource for your security solutions.

Our security system design is based upon providing the right hardware and technology to accommodate your needs today and into the future. LONG is committed to providing you the necessary information required to make an educated investment decision. We are pleased to offer this detailed scope of work for your project.

A. THEORY OF OPERATION

LONG will install three (3) cameras on three sides of the building to capture areas of interest: 1) front of the building/roll-up doors, 2) side of the building/pedestrian door, and 3) back equipment lot. The camera on the front of the building will be installed under the eave. The camera for the back equipment lot will be installed on a bracket on the side of the garage to allow for a camera view over equipment parked close to the back of the garage. Cameras will be equipped with 30 days onboard storage. Cameras will be connected to City Hall via wireless link and connected to the city's Internet service for connection to the Avigilon Alta Cloud video management system (VMS). All cameras will be visible to City of Edgewood as part of the entire City of Edgewood Alta Cloud VMS.

B. SCOPE OF WORK

1. Provide all necessary setup and programming required for complete operating system.
2. LONG will conduct upload and download speed tests on City of Edgewood's Internet network and advise City of Edgewood on Internet service.
3. On three sides of the building, LONG will provide and install:
 - Three (3) Avigilon Ava Dome Camera, 4K, 30 days onboard storageNew camera mounting equipment will be provided as necessary.
4. Inside the garage, LONG will provide and install:
 - One (1) NDAA-compliant 4-port PoE hardened network switchLONG will connect network switch to available 120VAC.
5. Connect all cameras to PoE network switch.
6. Provide and install wireless transmitter on outside of garage; connect to PoE network switch.
7. Provide and install wireless receiver on outside of City Hall within line-of-sight.
8. Provide and install network cable from City Hall wireless receiver to server room; connect to new PoE+ network switch.
9. City of Edgewood to provide computers/devices on the same network for camera display.

10. Camera proposed will have 30-day onboard storage. 30 days redundant cloud video storage included.
11. 3 years of Ava Aware Cloud licensing proposed.
12. Provide all necessary miscellaneous materials, connectors and freight.
13. Provide all necessary testing, programming and commissioning.
14. One-year warranty on all supplied materials and workmanship.
15. Pricing does not include tax.
16. LONG assumes a 4 to 6-week lead-time for material ordering and scheduling purposes.

This proposal is subject to change based on unknown items that may occur as result of COVID-19 such as material delays, labor shortages, jobsite disruptions or governmental intervention. Manufacturers and production facilities are feeling the impacts of decreasing international imports, health and safety concerns and economic impacts to their businesses. As a result, manufacturing production may be impacted. Therefore, lead times and production may be extended without warning and pricing may be affected. Known projects with critical completion schedules should be coordinated with LONG.

C. PRICE OF WORK

Proposed scope of work, excluding tax	\$14,065.00
3 years Ava Aware for 3 cameras, excluding tax	\$1,497.00

Proposed scope of work total provided for informational use only; pricing assumes all proposed scopes of work (166020, 167312, 167432-167436); will proceed at the same time.

D. INCLUSIONS:

1. LONG will provide all labor for this project during normal working hours, Monday – Friday. Proposal based upon an 8-hour consecutive workday. Time outside of this will be charged at overtime and double time.
2. LONG will coordinate work with Customer to minimize disruption.
3. LONG will provide and install all necessary components listed in Scope of Work for a complete and operable system.
4. Should deficient components be identified during the course of this scope of work, those items will be reported to Customer and a repair/replacement change order will be provided upon request.

E. EXCLUSIONS:

1. Cable length over 300' combined length.
2. Remediation of existing code violations.
3. Troubleshooting existing equipment.
4. Power wiring or electrical panel modifications, energized work.
5. All warranty for owner supplied or existing materials and workmanship.
6. Bonds.
7. Force majeure.
8. Ceiling tile replacement as a result of demo or installation.
9. Hazardous material identification, abatement or removal.
10. Work in asbestos areas.
11. Sheetrock cutting, patching, painting.
12. Unforeseen or hidden conditions.
13. Any construction activities not explicitly stated in our scope of work listed above.
14. Painting of equipment associated with installation.

15. Raceways for low voltage cabling systems.
16. Mono coat or insulation repair due to new installations.
17. Expedited manufacturing, shipping or handling fees.
18. Overtime or off-hour work
19. Network drop at switch locations.
20. WAN/LAN network infrastructure/service/equipment.
21. Idle time incurred by LONG Building Technologies, employees and subcontractors due to absence of escorts, clearances, inability to enter workspace, or other factors beyond our control will be considered a change to the contract.
22. Any/all general contractor related work, such as framing, painting, patching, man bars, roofing, architectural sheet metal, etc.
23. All trash removal from site.
24. All taxes and assessments related to this project.
25. Builders Risk Insurance.
 - ☒ Cutting, patching, painting of finishes ☒ Core drilling, saw cutting ☒ Trenching, tunneling
 - ☒ Hazardous materials handling ☒ Provision of access doors ☒ Demolition
 - ☒ Bid bond ☒ Payment bond ☒ Performance bond ☒ Work outside normal business hours

F. PAYMENT OPTIONS:

1. ☐ Upon receipt of a signed Contract, a fifty percent (50%) down payment of the Contract amount is due and the final payment is due upon completion.
2. ☒ Upon receipt of a signed Contract and a signed Credit Application, LONG may choose to extend credit and send monthly progress billings – net 30, with a 1.5% per month service charge on past due invoices.
3. ☐ Cash or Check on Delivery (C.O.D.).

RESPONSIBILITY MATRIX	LONG		Others	
	Furnish	Install	Furnish	Install
Security equipment, detailed above	X	X		
Electrical permits	X			
Underground conduit in usable condition			X	
Network drop/equipment, LAN/WAN connectivity, IP addresses			X	
Internet router, service			X	
Network drop, same location as LONG-provided network switch			X	
Client computer(s), smartphones, etc. to access/display Ava Aware			X	
Vegetation trimming/removal			X	

AUTHORIZE	Accepted by:	City of Edgewood	Submitted by:	LONG Building Technologies
	Accepted by:		Submitted by:	Erica Nishioka
	Title:		Title:	Account Executive
	Signature:		Signature:	
	Date:		Date:	November 28, 2023

Notwithstanding, any inconsistent or additional terms that may be embodied in your purchase order/contract, LONG will accept your order subject only to the terms of the written contract between us under which your order is placed. If no such contract exists, LONG will accept your order only on the express written condition that you assent to the terms and conditions contained above and on the pages attached hereto; and acceptance and receipt of the goods shipped hereunder shall constitute assent to such terms and conditions.

Terms and Conditions:

By accepting this proposal, Purchaser agrees to be bound by the following Terms and Conditions:

1. **Scope of Work.** Unless otherwise noted, this proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. Purchaser agrees to provide LONG Building Technologies, Inc. ("LONG") with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. LONG agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge LONG for any costs or expenses without LONG's written consent.
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3. **Material Shortages.** If the materials or equipment included in this proposal become temporarily unavailable, the deadline for the performance of the work shall be extended by the length of the temporary unavailability. If the materials or equipment become permanently unavailable, LONG shall (a) be excused from furnishing the unavailable materials or equipment, and (b) be reimbursed for the price difference between the unavailable materials or equipment and a reasonably available substitute.
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5. **Delays.** LONG shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond LONG's control, including, but not limited to, acts of God, fire, riots, labor disputes, condition of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of LONG.
6. **Compliance with Laws.** LONG shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the execution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
7. **Disputes.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
8. **Insurance.** Insurance coverage in excess of LONG's standard limits may be furnished if required; however, Purchaser will be billed for any additional premium charged to LONG. LONG will neither give Purchaser credit for insurance afforded to it by others, nor pay other insurance premiums.
9. **Indemnity.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
10. **Occupational Safety and Health.** The Parties hereto agree to notify each other in writing immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project site.
11. **Entire Agreement.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings, written or oral.

12. **Changes.** No change or modification of any of the terms and conditions stated herein shall be binding upon LONG unless accepted by LONG in writing.
13. **Limitations of Liability.** Neither party's (including additional insured's) total cumulative liability hereunder for any claim or cause of action of any kind, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, shall exceed the amount of the party's primary general liability policy limits. Notwithstanding any provision of any contract document to the contrary, neither party shall waive subrogation, or be liable to the other party or any of its affiliates, employees or subcontractors for punitive, special, exemplary, incidental or consequential damages, damages for loss of profits, loss of use or loss of revenue, or losses associated with cost of capital in connection with or arising out of this agreement, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, or for any condition that is beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to: acts of God; acts of government entities; strikes; labor disputes; fire; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; or unavailability of labor, parts, materials or supplies.
14. **Warranty.** LONG warrants that the materials and equipment furnished by LONG will be of good quality and new; that the work will be free from defects not inherent in the quality required or permitted; and that the work will conform to the requirements of this agreement. LONG warrants that the work shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the final invoice date and that its services will be free from defects in workmanship, design and material for one (1) year from the final invoice date. Upon written notice from the Purchaser, LONG shall, at its option, repair or replace the defective work or re-perform defective services. These warranties shall not extend to any work or services that have been abused, altered, misused or repaired by the Purchaser or third parties without the supervision of and prior written approval of LONG, or if LONG's serial numbers or warranty date decals have been removed or altered. The Purchaser must promptly report any failure of the equipment to LONG in writing. All replaced equipment becomes LONG's property.
15. **Asbestos-Containing Materials.** LONG is not licensed, nor will it undertake direct obligations relating to the identification, abatement, cleanup, control, removal, and/or disposal of asbestos-containing materials ("ACM"). Consistent with applicable laws, Purchaser shall supply LONG with any information in its possession relating to the presence of ACM at any of its facilities where LONG may perform work or provide services that may result in the disturbance of ACM. Often, LONG asks for certification that no ACM is present in facilities constructed prior to 1982. Purchaser shall provide such certification for buildings it owns, or aid LONG in obtaining such certification from facility owners for buildings it does not own. If either Purchaser or LONG becomes aware of or suspects the presence of ACM that may be disturbed by LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. The Purchaser shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from ACM.
16. **Other Hazards.** Purchaser shall supply LONG with any information in its possession relating to the presence of Other Hazards, including but not limited to Structural Hazards, Hazardous Materials, Environmental Hazards, and Dangerous Substances in or near areas where LONG will be required to perform work or provide services. If either Purchaser or LONG becomes aware of or suspects the presence of Other Hazards that may interfere with LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. Purchaser shall be responsible at its sole expense for the identification, abatement, cleanup, control, removal, and/or disposal of Other Hazards from areas LONG is required to perform work or provide services, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from Other Hazards. LONG's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of Other Hazards including but not limited to asbestos, toxic waste, molds, lead, heavy metals, pesticides, pathogens, radon, x-rays or polychlorinated biphenyls ("PCBs"), discovered in or near areas where LONG will be required to perform work or provide services. Any language or provision of the agreement contained elsewhere that may authorize or empower the Purchaser to change, modify, or alter the Scope of Work to be performed by LONG shall not operate to compel LONG to perform any work relating to Asbestos-Containing Materials or Other Hazards.

City of Edgewood
2224 104th Ave E.
Edgewood, WA 98372

Site address:
Edgewood City Hall
2224 104th Ave E.
Edgewood, WA 98372

Date:	November 28, 2023
Proposal #:	167,436
Expiration:	30 days from above date
Account Manager:	Erica Nishioka
Contact Number:	(206) 391-8777

Attn: Matthew Ray, IT Director (matthew@cityofedgewood.org)
RE: Edgewood City Hall Video Management System Upgrade

**Per WSIPC Purchasing Program Bid Contract
RFP 22-05 Managed Security and Physical Security Solutions**

Thank you for the opportunity to submit this proposal to upgrade your video management system (VMS) from on-premise to cloud-based. LONG Building Technologies, Inc. ("LONG") is committed to being the industry leader in providing a single resource for your security solutions.

Our security system design is based upon providing the right hardware and technology to accommodate your needs today and into the future. LONG is committed to providing you the necessary information required to make an educated investment decision. We are pleased to offer this detailed scope of work for your project.

A. THEORY OF OPERATION

LONG will remove two (2) non-NDAA-compliant cameras from City of Edgewood's security video system and replace with Avigilon Alta cameras. LONG will upgrade the existing Exacq on-premise security video system to Avigilon Alta Aware Cloud through the installation of a Cloud Connector in the server room connected to the Internet. LONG will upgrade the existing network switch and connect the new switch to the City's Internet router to connect to the Avigilon Alta Cloud video management system (VMS). All cameras will be visible to City of Edgewood as part of the city-wide Alta Cloud VMS.

B. SCOPE OF WORK

1. Provide all necessary setup and programming required for complete operating system.
2. LONG will conduct upload and download speed tests on City of Edgewood's Internet network and advise City of Edgewood on Internet service.
3. At two (2) existing 8MP camera locations, Back Parking 180 and Front Parking 180, LONG will remove non-NDAA compliant cameras and provide and install:
 - Two (2) Avigilon Alta 20MP Quad multi-sensor outdoor dome cameras, 30 days onboard storage

New camera mounting equipment will be provided; cabling and wireless infrastructure is proposed to be reused.
4. LONG will remove non-NDAA compliant camera network switch and provide and install:
 - One (1) NDAA-compliant 20 port PoE+ network switch
5. LONG will connect all cameras (9) to new PoE+ network switch,
6. LONG will remove Exacq video server and return to City of Edgewood.
7. LONG will provide and install one (1) Avigilon Alta Cloud Connector with 8TB and connect to City of Edgewood's Internet router in same room.
8. LONG understands balance of existing cameras (7) to be NDAA-compliant.

9. LONG will assist City of Edgewood in setting up mobile access for all city cameras accessible via police cellular phones.
10. City of Edgewood to provide computers/devices on the same network for camera display.
11. Camera proposed will have 30-day onboard storage. 30 days redundant cloud video storage included.
12. 3 years of Ava Aware Cloud licensing proposed.
13. Provide all necessary miscellaneous materials, connectors and freight.
14. Provide all necessary testing, programming and commissioning.
15. Provide up to one (1) hour of remote system training by LONG personnel.
16. One-year warranty on all supplied materials and workmanship.
17. Pricing does not include tax.
18. LONG assumes a 4 to 6-week lead-time for material ordering and scheduling purposes.

This proposal is subject to change based on unknown items that may occur as result of COVID-19 such as material delays, labor shortages, jobsite disruptions or governmental intervention. Manufacturers and production facilities are feeling the impacts of decreasing international imports, health and safety concerns and economic impacts to their businesses. As a result, manufacturing production may be impacted. Therefore, lead times and production may be extended without warning and pricing may be affected. Known projects with critical completion schedules should be coordinated with LONG.

C. PRICE OF WORK

Proposed scope of work, excluding tax	\$19,545.00
3 years Ava Aware for 9 cameras, excluding tax	\$4,491.00

Proposed scope of work total provided for informational use only; pricing assumes all proposed scopes of work (166020, 167312, 167432-167436); will proceed at the same time.

D. INCLUSIONS:

1. LONG will provide all labor for this project during normal working hours, Monday – Friday. Proposal based upon an 8-hour consecutive workday. Time outside of this will be charged at overtime and double time.
2. LONG will coordinate work with Customer to minimize disruption.
3. LONG will provide and install all necessary components listed in Scope of Work for a complete and operable system.
4. Should deficient components be identified during the course of this scope of work, those items will be reported to Customer and a repair/replacement change order will be provided upon request.

E. EXCLUSIONS:

1. Cable length over 300' combined length.
2. Remediation of existing code violations.
3. Troubleshooting existing equipment.
4. Power wiring or electrical panel modifications, energized work.
5. All warranty for owner supplied or existing materials and workmanship.
6. Bonds.
7. Force majeure.
8. Ceiling tile replacement as a result of demo or installation.
9. Hazardous material identification, abatement or removal.
10. Work in asbestos areas.

11. Sheetrock cutting, patching, painting.
12. Unforeseen or hidden conditions.
13. Any construction activities not explicitly stated in our scope of work listed above.
14. Painting of equipment associated with installation.
15. Raceways for low voltage cabling systems.
16. Mono coat or insulation repair due to new installations.
17. Expedited manufacturing, shipping or handling fees.
18. Overtime or off-hour work
19. Network drop at switch locations.
20. WAN/LAN network infrastructure/service/equipment.
21. Idle time incurred by LONG Building Technologies, employees and subcontractors due to absence of escorts, clearances, inability to enter workspace, or other factors beyond our control will be considered a change to the contract.
22. Any/all general contractor related work, such as framing, painting, patching, man bars, roofing, architectural sheet metal, etc.
23. All trash removal from site.
24. All taxes and assessments related to this project.
25. Builders Risk Insurance.
 - ☒ Cutting, patching, painting of finishes ☒ Core drilling, saw cutting ☒ Trenching, tunneling
 - ☒ Hazardous materials handling ☒ Provision of access doors ☒ Demolition
 - ☒ Bid bond ☒ Payment bond ☒ Performance bond ☒ Work outside normal business hours

F. PAYMENT OPTIONS:

1. ☐ Upon receipt of a signed Contract, a fifty percent (50%) down payment of the Contract amount is due and the final payment is due upon completion.
2. ☒ Upon receipt of a signed Contract and a signed Credit Application, LONG may choose to extend credit and send monthly progress billings – net 30, with a 1.5% per month service charge on past due invoices.
3. ☐ Cash or Check on Delivery (C.O.D.).

RESPONSIBILITY MATRIX	LONG		Others	
	Furnish	Install	Furnish	Install
Security equipment, detailed above	X	X		
Electrical permit	X			
Underground conduit in usable condition			X	
Network drop/equipment, LAN/WAN connectivity, IP addresses			X	
Internet router, service			X	
Network drop, same location as LONG-provided network switch			X	
Client computer(s), smartphones, etc. to access/display Ava Aware			X	

AUTHORIZE	Accepted by:	City of Edgewood	Submitted by:	LONG Building Technologies
	Accepted by:		Submitted by:	Erica Nishioka
	Title:		Title:	Account Executive
	Signature:		Signature:	
	Date:		Date:	November 28, 2023

Notwithstanding, any inconsistent or additional terms that may be embodied in your purchase order/contract, LONG will accept your order subject only to the terms of the written contract between us under which your order is placed. If no

such contract exists, LONG will accept your order only on the express written condition that you assent to the terms and conditions contained above and on the pages attached hereto; and acceptance and receipt of the goods shipped hereunder shall constitute assent to such terms and conditions.

Terms and Conditions:

By accepting this proposal, Purchaser agrees to be bound by the following Terms and Conditions:

1. **Scope of Work.** Unless otherwise noted, this proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. Purchaser agrees to provide LONG Building Technologies, Inc. ("LONG") with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. LONG agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge LONG for any costs or expenses without LONG's written consent.
2. **Invoicing & Payments.** LONG may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay LONG in United States currency (USD) amounts invoiced within thirty (30) days of the invoice date. Waivers of lien will be furnished upon request, as the work progresses, and to the extent payments are received. Invoices more than 30 days from the invoice date shall be subject to finance charges at 1.5% per month or the maximum rate applicable for the State in which the work was performed.
3. **Material Shortages.** If the materials or equipment included in this proposal become temporarily unavailable, the deadline for the performance of the work shall be extended by the length of the temporary unavailability. If the materials or equipment become permanently unavailable, LONG shall (a) be excused from furnishing the unavailable materials or equipment, and (b) be reimbursed for the price difference between the unavailable materials or equipment and a reasonably available substitute.
4. **Taxes.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the proposed price, all taxes not legally required to be paid by LONG or, alternatively, shall provide LONG with acceptable tax exemption certificates. LONG shall provide Purchaser with tax payment certificates upon request and after completion and acceptance of work.
5. **Delays.** LONG shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond LONG's control, including, but not limited to, acts of God, fire, riots, labor disputes, condition of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of LONG.
6. **Compliance with Laws.** LONG shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the execution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
7. **Disputes.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
8. **Insurance.** Insurance coverage in excess of LONG's standard limits may be furnished if required; however, Purchaser will be billed for any additional premium charged to LONG. LONG will neither give Purchaser credit for insurance afforded to it by others, nor pay other insurance premiums.
9. **Indemnity.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
10. **Occupational Safety and Health.** The Parties hereto agree to notify each other in writing immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project site.

11. **Entire Agreement.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings, written or oral.
12. **Changes.** No change or modification of any of the terms and conditions stated herein shall be binding upon LONG unless accepted by LONG in writing.
13. **Limitations of Liability.** Neither party's (including additional insured's) total cumulative liability hereunder for any claim or cause of action of any kind, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, shall exceed the amount of the party's primary general liability policy limits. Notwithstanding any provision of any contract document to the contrary, neither party shall waive subrogation, or be liable to the other party or any of its affiliates, employees or subcontractors for punitive, special, exemplary, incidental or consequential damages, damages for loss of profits, loss of use or loss of revenue, or losses associated with cost of capital in connection with or arising out of this agreement, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, or for any condition that is beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to: acts of God; acts of government entities; strikes; labor disputes; fire; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; or unavailability of labor, parts, materials or supplies.
14. **Warranty.** LONG warrants that the materials and equipment furnished by LONG will be of good quality and new; that the work will be free from defects not inherent in the quality required or permitted; and that the work will conform to the requirements of this agreement. LONG warrants that the work shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the final invoice date and that its services will be free from defects in workmanship, design and material for one (1) year from the final invoice date. Upon written notice from the Purchaser, LONG shall, at its option, repair or replace the defective work or re-perform defective services. These warranties shall not extend to any work or services that have been abused, altered, misused or repaired by the Purchaser or third parties without the supervision of and prior written approval of LONG, or if LONG's serial numbers or warranty date decals have been removed or altered. The Purchaser must promptly report any failure of the equipment to LONG in writing. All replaced equipment becomes LONG's property.
15. **Asbestos-Containing Materials.** LONG is not licensed, nor will it undertake direct obligations relating to the identification, abatement, cleanup, control, removal, and/or disposal of asbestos-containing materials ("ACM"). Consistent with applicable laws, Purchaser shall supply LONG with any information in its possession relating to the presence of ACM at any of its facilities where LONG may perform work or provide services that may result in the disturbance of ACM. Often, LONG asks for certification that no ACM is present in facilities constructed prior to 1982. Purchaser shall provide such certification for buildings it owns, or aid LONG in obtaining such certification from facility owners for buildings it does not own. If either Purchaser or LONG becomes aware of or suspects the presence of ACM that may be disturbed by LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. The Purchaser shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from ACM.
16. **Other Hazards.** Purchaser shall supply LONG with any information in its possession relating to the presence of Other Hazards, including but not limited to Structural Hazards, Hazardous Materials, Environmental Hazards, and Dangerous Substances in or near areas where LONG will be required to perform work or provide services. If either Purchaser or LONG becomes aware of or suspects the presence of Other Hazards that may interfere with LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. Purchaser shall be responsible at its sole expense for the identification, abatement, cleanup, control, removal, and/or disposal of Other Hazards from areas LONG is required to perform work or provide services, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from Other Hazards. LONG's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of Other Hazards including but not limited to asbestos, toxic waste, molds, lead, heavy metals, pesticides, pathogens, radon, x-rays or polychlorinated biphenyls ("PCBs"), discovered in or near areas where LONG will be required to perform work or provide services. Any language or provision of the agreement contained elsewhere that may authorize or empower the Purchaser to change, modify, or alter the Scope of Work to be performed by LONG shall not operate to compel LONG to perform any work relating to Asbestos-Containing Materials or Other Hazards.



City Of Edgewood Council Agenda Summary Sheet

Subject: FEMA - Cybersecurity Grant and New Backup system	Agenda Item #: 2.E	
	For Agenda of: 12/19/2023	
	Prepared by: Matthew Ray	
Attachments (list): 1. RESOLUTION 23.xxxx Authorizing the Mayor to execute the WMD FEMA Cybersecurity Grant and CompuNet Choesity Vendor Agreement lh e 2. E24-223 FEMA Cybersecurity Grant 2023 Document Packet 3. City of Edgewood.Cohesity C5016 - Option 2.KB224473.v1.16		
Approval of Materials: Matthew Ray Rachel Pitzel, City Clerk/HR Director Dave Gray Daryl Eidinger		Expenditure Required: \$70,000 Amount Budgeted: \$12,000 Timeline:
	12/13/2023 12/14/2023 12/14/2023	

Summary Statement:

The city applied for and received a grant from FEMA to replace its backup system with a next generation backup system. This packet item is designed to accept the grant and purchase software and hardware and includes professional services to install the system.

The City currently uses a backup system that is an "older" generation that can backup servers that are located on site but does not provide any protection, or detection against any "cyber" based threats. (Ransomware, Hackers) The backups also do not include any of our information that is stored in the "Cloud". To fix these gaps in our security posture, we applied and were awarded a grant through the U.S. Department of Homeland Security.

<https://watech.wa.gov/state-local-cybersecurity-grant-program>

The new system will add the following features to our defense posture:

Multi-Factor authentication, Encryption of data in transit and at rest, Immutable backups, threat detection, file behavior monitoring and adding backup protection to cloud resources). This project would include: Hardware, 3 years of Support, 2 years of software licensing for the on premise software, cloud replication and cloud protection for our Microsoft Cloud based software (Teams, SharePoint...) and a Scope of Work to help with the instillation and deployment.

Item History:

Recommended Action:

Hold a discussion and provide staff guidance regarding FEMA - Cybersecurity Grant and New Backup system.

Fiscal Note/Consideration:

RESOLUTION NO. 23-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A WASHINGTON MILITARY DEPARTMENT GRANT AGREEMENT FUNDED BY THE U. S. DEPARTMENT OF HOMELAND SECURITY/FEMA FOR IMPROVING THE CITY'S CYBERSECURITY SYSTEMS.

WHEREAS, the State of Washington Military Department received a multi-million dollar grant from the U. S. Department of Homeland Security/FEMA for distribution to state and local governments for use to improve and enhance cybersecurity systems; and

WHEREAS, the City applied for said grant and submitted a proposed scope of work that would bring the City into the next generation of on-line security; and

WHEREAS, the Washington Military Department has awarded the City a grant in the amount of sixty thousand and one hundred dollars to fund the proposed project using a vendor for equipment and software that currently offers services through the Washington State Department of Enterprise Services; and

WHEREAS, the vendor has provided acceptable contractual agreements, attached hereto and incorporated herein, to affect the installation of the new cybersecurity equipment and provide software subscription services for two years; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Washington State Military State and Local Cybersecurity Grant Agreement Authorized. The City Council authorizes the Mayor to sign the Washington State Military State and Local Cybersecurity Grant Agreement contract and associated documents, attached and incorporated herein as Exhibit A.

Section 2. The City Council authorizes the Mayor to sign the CompuNet Choesity Service agreement, attached and incorporated herein as Exhibit B.

Section 3. Effective Date. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 26TH DAY OF DECEMBER 2023

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Dave Gray

From: Miller, Grant (MIL) <Grant.Miller@mil.wa.gov>
Sent: Friday, December 1, 2023 11:15 AM
To: Matthew Ray
Cc: Dave Gray; City of Edgewood Mayor; Olson, Benjamin (MIL)
Subject: 22-SLCGP New City of Edgewood Grant Agreement ***Signature Required***
Attachments: E24-223 City of Edgewood 22SLCGP.pdf; Form - Debarment Certification.pdf; Form - Signature Authorization.pdf

Importance: High

LEGAL GRANT AGREEMENT CONTRACT DOCUMENTS ATTACHED

Attached for your review and signature is your Grant Agreement Contract for 22-SLCGP, along with additional required forms. If you have any questions after reviewing the attachments, please contact your Program Coordinator, Ben Olson at (253) 512-7224, or email benjamin.olson@mil.wa.gov, as soon as possible so you are still able to return the signed documents within 45-days of receipt of this email.

CLARIFICATION of SIGNING PROCESS: For your records, you have a choice to receive either: 1) A signed digital copy by email or 2) a signed paper original by mail.

- 1) **Signed copy by email:** Preferred method - Please sign and email all documents to Preparedness.Grants@mil.wa.gov and cc your Primary Coordinator at benjamin.olson@mil.wa.gov.
- 2) **Signed paper original by mail:** If you prefer to receive a signed paper original for your records, submit the signed, required documents to: Preparedness Grants, Emergency Management Division, 20 Aviation Drive, Camp Murray, WA 98430. (If printing the Grant Agreement Contract and required forms, please do not print double-sided. Our Contracts Office is unable to accept any double-sided documents and will ask you to re-submit.)

The following required documents need to be signed by the appropriate authority in your organization and then returned by mail or emailed to Preparedness.Grants@mil.wa.gov and cc your Primary Coordinator at benjamin.olson@mil.wa.gov:

- Grant Agreement Contract
- Debarment Certification Form
- Signature Authorization Form
- Vendor Payee Registration Link
- Vendor EFT- Direct deposit Link

Once the signature process is completed, you will receive either a signed *hard* copy by mail or a *digital* copy by e-mail for your files, depending on your choice. **PLEASE DO NOT** email and mail signed documents. If both options are chosen, you will receive only a digital copy of the documents.

TIMELINE:

If the signed documents are not returned within 45 days, the agreement may be considered void, and we may need to reissue your agency a new document. If your agency needs more than 45 days to complete the agreement, please inform the Program Coordinator or Program Manager.

DESCRIPTION OF REQUIRED DOCUMENTS:

Grant Agreement Contract – A legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity.

Audit Certification & Federal Funding Accountability and Transparency Act (FFATA) Reporting Form – The Audit Certification indicates whether you are subject to the requirements of 2 CFR Part 200 and, if you are, certifies that you are complying with the audit requirements within the CFR. The FFATA information is used to capture and report subaward and executive compensation data, per the Federal Funding Accountability and Transparency Act of 2006, which ensures that the public can access information on all entities and organizations receiving Federal funds.

✓ **Debarment Certification Form** – This certifies that your organization will not use funding from this Grant Agreement Contract to do business with any person or organization debarred from doing business with the U.S. government.

Signature Authorization Form– Identifies the persons in your organization who have authority to sign Grant Agreement Contracts, amendments, and requests for reimbursements.

Vendor Payee Registration & Direct Deposit Link – If you do not yet have, or need to update, your Statewide Vendor Number, please follow the applicable link below to complete your registration through the Washington Office of Financial Management website.

1. New Vendor/Payee Registration –
 - a. Navigate to [Vendor payee registration | Office of Financial Management \(wa.gov\)](#)
 - b. Click on button titled *Electronic Vendor/Payee Registration Form*
2. Update Vendor/Payee Registration –
 - a. Navigate to [Changing your vendor registration | Office of Financial Management \(wa.gov\)](#)
 - b. Click on the button titled *Electronic Vendor/Payee Change Form*
3. Direct Deposit Registration –
 - a. Navigate to [Vendor/Payee Direct Deposit | Office of Financial Management \(wa.gov\)](#)
 - b. Click on the button titled *Electronic Direct Deposit Authorization Form*

We are required to withhold twenty percent (20%) of any payment to an individual or company for which we do not have either Social Security or a Federal Tax I.D. Number. If you believe payments to you by the WMD are exempt from the IRS reporting requirements, please provide an explanation of the exemption, with reference to the appropriate IRS regulations providing for such exemptions.

Thank you,

Grant Miller, MBA

Program Assistant

Preparedness Grants Section

Emergency Management Division

Washington Military Department

grant.miller@mil.wa.gov

Office: (253) 512-7061

EMD core business hours: Mon-Fri, 8:00 am – 4:00 pm

My office hours: Mon-Thurs, 7:00 am – 3:30 pm

This is an external email. Please use caution when opening any attachments.

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

1. Subrecipient Name and Address: City of Edgewood 2224 104th Avenue East Edgewood WA 98372-1513		2. Grant Agreement Amount: \$60,100	3. Grant Agreement Number: E24-223
4. Subrecipient Contact, phone/email: Matthew Ray, 253-392-2562 matthew@cityofedgewood.org		5. Grant Agreement Start Date: December 1, 2022	6. Grant Agreement End Date: February 28, 2024
7. Department Contact, phone/email: Ben Olson, 253-512-7224 benjamin.olson@mil.wa.gov		8. Unique Entity Identifier (UEI): S87BNQ11MBD5	9. UBI # (state revenue): 601-671-344
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 91-1700053
17. Service Districts: BY LEGISLATIVE DISTRICTS: 31 BY CONGRESSIONAL DISTRICTS: 10		18. Service Area by County(ies): Pierce	19. Women/Minority-Owned, State Certified: ☒ N/A ☐ NO ☐ YES, OMWBE # _____
20. Agreement Classification ☐ Personal Services ☐ Client Services ☒ Public/Local Gov't ☐ Research/Development ☐ A/E ☐ Other _____		21. Contract Type (check all that apply): ☒ Contract ☒ Grant ☐ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency	
22. Subrecipient Selection Process: ☒ "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐ NO		23. Subrecipient Type (check all that apply) ☐ Private Organization/Individual ☐ For-Profit ☒ Public Organization/Jurisdiction ☐ Non-Profit ☐ CONTRACTOR ☒ SUBRECIPIENT ☐ 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. 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:			
1. Applicable federal and state statutes and regulations		4. Special Terms and Conditions	
2. DHS/FEMA Award and program documents		5. General Terms and Conditions, and,	
3. Work Plan, Timeline, and Budget		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 Date Regan Anne Hesse, Chief Financial Officer Washington Military Department		_____ Signature Date Daryl Eidinger, Mayor City of Edgewood	
BOILERPLATE APPROVED TO FORM: Alex Staub 10/25/2023 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	Matthew Ray	Name	Ben Olson
Title	IT Director	Title	Program Coordinator
Email	matthew@cityofedgewood.org	Email	benjamin.olson@mil.wa.gov
Phone	253-392-2562	Phone	253-512-7224
Name	Dave Gray	Name	Sierra Wardell
Title	Assistant City Administrator	Title	Financial Operations Section Manager
Email	dave@cityofedgewood.org	Email	sierra.wardell@mil.wa.gov
Phone	253-831-4256	Phone	253-512-7121
Name	Daryl Eidinger	Name	Grant Miller
Title	Mayor	Title	Program Assistant
Email	mayor@cityofedgewood.org	Email	grant.miller@mil.wa.gov
Phone	253-831-4246	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 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)
- Obligor 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 XXXIX	SAFECOM
Article XL	Terrorist Financing
Article XLI	Trafficking Victims Protection Act of 2000 (TVPA)
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Article XLIII	USA PATRIOT Act of 2001
Article XLIV	Use of DHS Seal, Logo and Flags
Article XLV	Whistleblower Protection Act
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Article XLVII	Applicability of DHS Standard Terms and Conditions to Tribes
Article XLVIII	Acceptance of Post Award Changes
Article XLIX	Disposition of Equipment Acquired Under the Federal Award
Article L	Prior Approval for Modification of Approved Budget
Article LI	Indirect Cost Rate

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 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 *Modernize City Backup System***PROJECT DESCRIPTION**

The City currently uses a backup system that is an "older" generation that can backup on premise servers only and has no protection, or detection against any "cyber" based threat. (Ransomware, hacker) We currently export those backup's to AWS Glacier but this does not allow us to realistically test those backups and in the case of disaster we would be severely throttled in getting our data out. This project is to replace the backup system with a next generation system that addresses our current issues. (Multi Factor authentication, Encryption in transit and at rest, Immutable backups, threat detection, file behavior monitoring and adding backup protection to cloud resources). This project would include Hardware, 3 years of Support, 3 years of software licensing for the on-premises software, cloud replication and cloud protection for our Microsoft Cloud based software (Teams, SharePoint...) and a Scope of Work to help with the instillation and deployment.

GAP BEING ADDRESSED

Our current backup system does not meet best practices, and has no ability to prevent, detect or respond to something malicious being inside the data. It also lacks the ability to backup any cloud-based applications or data. In addition, if our on-premises data store is compromised it could take weeks to months to restore. A new modern system will address all of the issues. Data will be encrypted in transit and at rest, backups are immutable meaning that they cannot be deleted or modified until they reach their retention period, modern backup systems have the ability to scan the backup data and look at changes in backups. Example if we had a ransomware incident and it started locking files a new system would identify and call attention to the fact that so many files were being overwritten and we would be able to roll back to a pre infected state.

IMPACT

This project allows the City to build on the last three years of IT work and to position itself for further Cloud migration, and to be able to take a proactive approach to its data management with insight into data classifications, change rate, continuous testing, and the ability to restore services at an acceptable timeline. If this project is approved at the full amount the City will be taking the subscription cost for year two and three and build a hardware allocation budget so that at the end of the hardware lifespan the City will have the ability to replace it. Starting year four the City will have to budget for the annual subscription costs.

OUTCOME

The City will have a modern "Next Gen" backup system that not only backs up data but protects, encrypts, and analyzes all of the information. This new system will take less overhead and provides more insight and automation closing many of our cybersecurity holes and positions the cities to be able to successfully detect and recover from a ransomware incident.

BUDGET**FY 2022 State and Local Cybersecurity Grant Program***City of Edgewood***AGREEMENT AMOUNT \$60,100**

PROJECT #1		SOLUTION AREA						
		PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	M&A	TOTAL
	Salaries & Benefits	\$0.00	\$0.00		\$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	\$6,100.00		\$0.00	\$0.00	\$0.00	\$6,100.00
	Passthrough	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Other	\$0.00	\$0.00	\$37,500.00	\$0.00	\$0.00	\$0.00	\$37,500.00
	Equipment			\$16,500.00				\$16,500.00
	SUBTOTAL	\$0.00	\$6,100.00	\$54,000.00	\$0.00	\$0.00	\$0.00	\$60,100.00
Indirect							\$0.00	
	TOTAL	\$0.00	\$6,100.00	\$54,000.00	\$0.00	\$0.00	\$0.00	\$60,100.00

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 * time period 12/1/2022 - 12/31/2023
February 28, 2024	Grant Agreement end date
April 13, 2024	Submit Final Reimbursement Request and Closeout Report
October 1st annually	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

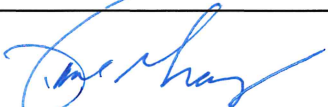
Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION City of Edgewood Washington	DATE SUBMITTED December 27, 2023
PROJECT DESCRIPTION State and Local Cybersecurity Grant Program	CONTRACT NUMBER E24-223

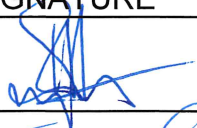
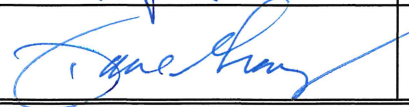
1. AUTHORIZING AUTHORITY

SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Daryl Eiding	Mayor

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Matthew Ray	IT Director
	Dave Gray	Asst. City Administrator

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Hardeep Goraya	Finance Director
	Dave Gray	Asst. City Administrator

INSTRUCTIONS FOR SIGNATURE AUTHORIZATION FORM

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

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

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

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

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME City of Edgewood Washington		Doing business as (DBA)	
ADDRESS 2224 104th Avenue East Edgewood, WA 98372	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI) 601 671 344	Federal Employer Tax Identification #: 91-1700053
This certification is submitted as part of a request to contract.			

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

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

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

Resolution # 310

Need Both versions
to fill out this form.

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

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

Bidder or Contractor Signature: _____

Date: _____

Print Name and Title: _____

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

What is “Debarment, Suspension, Ineligibility, and Voluntary Exclusion”?

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

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

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

Why am I required to sign this certification?

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

What is Executive Order 12549?

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

What is the purpose of this certification?

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

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

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

What or who is a “lower tier participant”?

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

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

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

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

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

Cohesity C5016 - Option 2

Quote Information:**Quote #:** KB224473

Version: 1

Quote Date: 11/02/2023

Expiration Date: 12/01/2023

Prepared for:**City of Edgewood**

Mathew Ray

mathew@cityofedgewood.org

Bill To:**City of Edgewood**

Mathew Ray

, mathew@cityofedgewood.org

Ship To:**City of Edgewood**

Mathew Ray

Cohesity On-Prem Cluster

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
C5016-10G-RJ45-3-2	C5016-RJ45 Three (3) Node Block with 36 TB Secure Erase HDD, 4.8 TB PCI-e Flash, 192 GB RAM, 12x 10GbE RJ45 PCIe, 3x IPMI; Hardware Only	1	\$19,575.00	\$18,371.57	\$18,371.57
CS-P-C5016-10G- RJ45 -3-2	Premium (24x7) Support for C5016-10G-RJ45-3; Subject to the Cohesity Support Maintenance Terms and Conditions. 36 months Duration: 36 Months	1	\$7,047.00	\$6,321.57	\$6,321.57
ADP-SFP-10G-RJ45-2	10GBase-T 10G SFP+ Copper Module, Reach 30M	6	\$100.00	\$93.56	\$561.36
SVC-DATAPROTECT-2	Cohesity DataProtect Service Subscription (1 TB). Backup and Recovery across on-prem and cloud workloads. Subscription per TB of usable storage capacity. 36 months Duration: 36 Months	11	\$5,115.00	\$1,837.90	\$20,216.90
				Subtotal:	\$45,471.40

FortKnox - 2 Year

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
SAAS-FORTKNOX-C-AWS-2	Cohesity FortKnox delivered as a service on AWS data plane. Provides a secure service for customers to vault their data into Cohesity- managed cold tier storage in the cloud. Provides data isolation, anomaly detection, and flexible recovery options to rec Duration: 24 Months	7	\$652.00	\$536.73	\$3,757.11
PS-FORTKNOX-2	Kick-off call, Pre-Integration Planning, Verification of Account access to Helios, Helios Guided Tour, Upgrade to required Cohesity version for FortKnox	1	\$6,000.00	\$3,504.38	\$3,504.38
Subtotal:					\$7,261.49

M365 - 2 Year

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
SAAS-M365-UNL-AWS-SM-2	Cohesity M365 Delivered as a Service (1 User) on AWS data plane. Backup and recovery of M365 workload. Unlimited retention. Pre-paid subscription per user. Up to 80FEGB per user on an average. Up to 3 AWS regions. Premium support User Band: SM = Up to 1K Duration: 24 Months	100	\$86.00	\$53.81	\$5,381.00
Subtotal:					\$5,381.00

Pro-Services Consulting Services

Product Details	Qty	Price	Ext. Price
CNet FF - Consulting CompuNet Consulting Professional Services - Install a single cluster (3-8 nodes) Cohesity software installation only on physical hardware, Ensure readiness to configure jobs, Configure O365 functionality	1	\$5,000.00	\$5,000.00
Subtotal:			\$5,000.00

Shipping

Product Description	Quantity	Price	Ext. Price
Ground Shipping To Be Determined, Billed As Actual	1	\$0.00	\$0.00

Quote Summary

Description	Amount
Cohesity On-Prem Cluster	\$45,471.40
FortKnox - 2 Year	\$7,261.49
M365 - 2 Year	\$5,381.00
Pro-Services Consulting Services	\$5,000.00
Total:	\$63,113.89

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel any order arising from pricing or other errors. If Customer is purchasing a subscription-based product, Customer agrees to pay all charges for the complete term of the subscription. By signing below or issuing a Purchase Order, Customer agrees to CompuNet's standard terms and conditions, which can be reviewed [here](#), provided, that if Customer and CompuNet are parties to a currently effective Master Product Purchase and Services Agreement (MSA), the terms and conditions of such MSA shall control and shall supersede these standard terms and conditions. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. This Quote becomes binding and noncancelable upon Customer's return to CompuNet of acceptance. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Executive.

City of Edgewood

Signature: _____

Name: _____

Title: _____

Date: _____

PO Number: _____



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: Verra Mobility Photo Enforcement Services Agreement	Agenda Item #: 2.F						
	For Agenda of: 12/19/2023						
	Prepared by: Dave Gray, Ann Marie Soto						
Attachments (list): 2023 School Camera Revenue - Resolution No. 18-0433, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH AMERICAN TRAFFIC SOLUTIONS (ATS), dba AS VERRA MOBILITY, FOR THE INSTALLATI - Edgewood WA 2023 Amendment to Agreement - 12.1 Jb Sign - ATS_Professional Services Agreement 100918 (1) - Exhibit C_Camera Locations - Exhibit D_Notice to Proceed_01082019 - Exhibit D_Notice to Proceed_06102019 - Exhibit E_DMV Servies Subscriber Authorization_12102018							
<table><tr><td>Approval of Materials: Dave Gray, Ann Marie Soto Rachel Pitzel, City Clerk/HR Director Dave Gray Daryl Eidinger</td><td>Expenditure Required: Annual budgeted expenditure is appropriated for \$399,000 per year. This is a per camera price of \$4,750 per month and the city currently has seven (7) camera operating. The agreement provides the city will not pay, at any time during the life of the agreement, any more than the actual revenue generated by the cameras, whether it covers the per camera monthly fee or not.</td></tr><tr><td>12/14/2023 12/14/2023 12/14/2023</td><td>Amount Budgeted: 2024 Appropriated budget is \$399,000</td></tr><tr><td></td><td>Timeline:</td></tr></table>		Approval of Materials: Dave Gray, Ann Marie Soto Rachel Pitzel, City Clerk/HR Director Dave Gray Daryl Eidinger	Expenditure Required: Annual budgeted expenditure is appropriated for \$399,000 per year. This is a per camera price of \$4,750 per month and the city currently has seven (7) camera operating. The agreement provides the city will not pay, at any time during the life of the agreement, any more than the actual revenue generated by the cameras, whether it covers the per camera monthly fee or not.	12/14/2023 12/14/2023 12/14/2023	Amount Budgeted: 2024 Appropriated budget is \$399,000		Timeline:
Approval of Materials: Dave Gray, Ann Marie Soto Rachel Pitzel, City Clerk/HR Director Dave Gray Daryl Eidinger	Expenditure Required: Annual budgeted expenditure is appropriated for \$399,000 per year. This is a per camera price of \$4,750 per month and the city currently has seven (7) camera operating. The agreement provides the city will not pay, at any time during the life of the agreement, any more than the actual revenue generated by the cameras, whether it covers the per camera monthly fee or not.						
12/14/2023 12/14/2023 12/14/2023	Amount Budgeted: 2024 Appropriated budget is \$399,000						
	Timeline:						

Summary Statement:

In 2018 the city contracted with Verra Mobility (American Traffic Solutions) to install, operate and process school zone cameras within school zones pursuant to RCW 46.63.170, automated traffic safety cameras. The agreement has annual continuation language, and also calls out a review and extension as of 2023. The mayor caused the agreement to be negotiated for a five year extension. The only change to the original agreement is the removal of a provision that after the initial five year term, now completed, the city monthly cost for each camera would go up from \$4750 to \$4,750 plus annual CPI inflationary increases. The city and vera mobility have negotiated an amendment of the original agreement with no increase to the monthly per camera fee over the next five-year period. All other provisions of the agreement remain unchanged.

Item History:

Recommended Action:

Review the original and amended agreement documents together with the historical revenue data and refer the agreement extension to the regular council meeting consent agenda.

Fiscal Note/Consideration:

There will be no increase in the per camera cost if the amended agreement is adopted.

Pierce County District Court
 Infraction Revenue
 SCHOOL CAMERA SPEED INFRACTIONS

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
2022	\$32,594	\$28,451	\$25,084	\$25,354	\$53,292	\$68,632	\$46,002	\$18,601
2023	\$48,247	\$44,677	\$56,602	\$55,960	\$57,774	\$54,957	\$34,653	\$15,939
Delta	\$15,653	\$16,226	\$31,518	\$30,607	\$4,483	-\$13,675	-\$11,349	-\$2,662

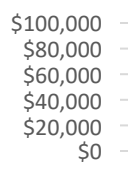
OTHER INFRACTIONS

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
2022	\$2,650	\$3,623	\$1,433	\$1,669	\$1,896	\$1,107	\$3,554	\$3,490
2023	\$772	\$1,738	\$2,843	\$1,895	\$3,204	\$2,772	\$2,584	\$2,077
Delta	-\$1,878	-\$1,886	\$1,410	\$226	\$1,308	\$1,665	-\$970	-\$1,413

COMBINED INFRACTION REVENUE

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
2022	\$35,244	\$32,074	\$26,517	\$27,022	\$55,188	\$69,739	\$49,556	\$22,091
2023	\$49,019	\$46,414	\$59,445	\$57,855	\$60,978	\$57,729	\$37,237	\$18,016
Delta	\$13,775	\$14,340	\$32,928	\$30,833	\$5,791	-\$12,010	-\$12,318	-\$4,075

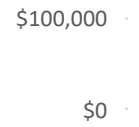
Sep	Oct	Nov	Dec	Gross Revenue	Camera Cost	Net Revenue
\$15,427	\$76,884	\$67,542	\$57,886	\$515,748	\$306,000	\$209,748
\$14,821	\$58,658	\$36,667		\$478,956	\$399,000	\$79,955
-\$606	-\$18,226	-\$30,875	-\$57,886	-\$36,792		-\$129,792



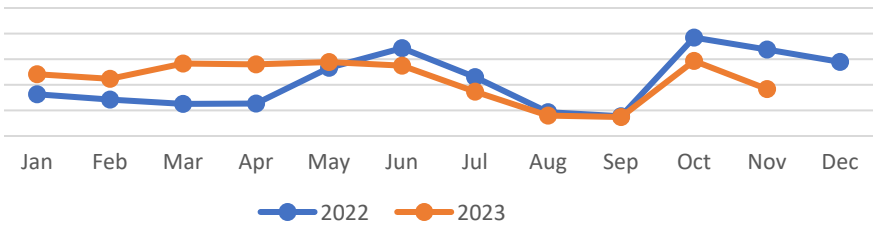
Sep	Oct	Nov	Dec	Gross Revenue	Camera Cost	Net Revenue
\$3,619	\$1,516	\$2,168	\$1,807	\$28,531		\$28,531
\$2,515	\$920	\$1,283		\$22,603		\$22,603
-\$1,104	-\$596	-\$884	-\$1,807	-\$5,929		-\$5,929



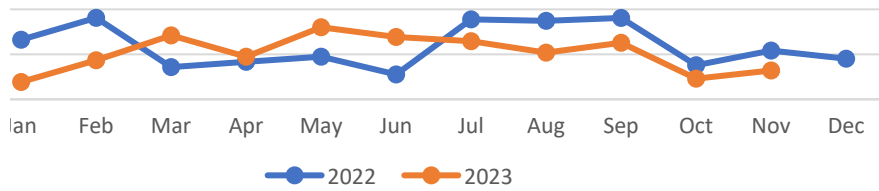
Sep	Oct	Nov	Dec	Gross Revenue	Camera Cost	Net Revenue
\$19,046	\$78,400	\$69,710	\$59,693	\$544,279	\$306,000	\$238,279
\$17,336	\$59,578	\$37,951	\$0	\$501,558	\$399,000	\$102,558
-\$1,710	-\$18,822	-\$31,759	-\$59,693	-\$42,721		-\$135,721



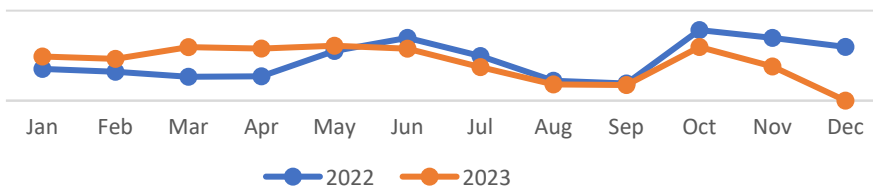
School Camera Infraction Revenue



Other Infraction Revenue



Total Infraction Revenue



RESOLUTION NO. 18-0433

A RESOLUTION OF THE CITY OF EDGEWOOD, WASHINGTON, RELATING TO TRAFFIC CODE ENFORCEMENT, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH AMERICAN TRAFFIC SOLUTIONS (ATS), dba AS VERRA MOBILITY, FOR THE INSTALLATION OF A TRAFFIC CAMERA TO PERFORM TRAFFIC CODE ENFORCEMENT ACTIVITIES, AS ALLOWED BY AND CONSISTENT WITH CHAPTER 10.25 OF THE EDGEWOOD MUNICIPAL CODE

WHEREAS, RCW 46.63.170 authorizes the use of automated traffic safety cameras for red light enforcement, railroad crossing and school speed zones; and

WHEREAS, the safety of school children and other pedestrians is of paramount concern for the City Council; and

WHEREAS, automated school speed zone safety cameras have been shown to reduce speeds and increase safety of school children and pedestrians; and

WHEREAS, the Police Chief and other City staff have worked to prepare an analysis of at least one location where school zone safety cameras could be located to achieve these safety goals;

WHEREAS, after following the requisite procedures for selection of a vendor to perform the traffic safety system activities, the City chose ATS, dba as Verra Mobility; and

WHEREAS, the parties have agreed to enter into the professional services agreement attached hereto as Exhibit A, to implement the City's traffic camera system;

WHEREAS, the City Council considered this agreement during its regular City Council meeting of October 9, 2018;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Council hereby authorizes the Mayor to sign the Professional Services Agreement with American Traffic Solutions ("ATS), dba Verra Mobility, attached hereto as Exhibit A and incorporated herein by this reference, under the terms and conditions set forth therein.

Section 2. This Resolution shall take effect and be in full force upon passage and signatures hereon.

ADOPTED THIS 9TH DAY OF OCTOBER, 2018

CITY OF EDGEWOOD

Daryl Eidingen, MAYOR

ATTEST/AUTHENTICATED:

Rachel Pitzel, City Clerk

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Amendment ("Amendment") is dated effective this 5th day of December 2023 and is entered into between American Traffic Solutions, Inc., doing business as Verra Mobility ("Verra Mobility") and the City of Edgewood, Washington a Municipal Corporation of the state of Washington (the "City").

RECITALS

WHEREAS, on, or about, October 10, 2018, the City and Verra Mobility entered into a Professional Services Agreement for the City to engage Verra Mobility to provide traffic safety camera services, also known as photo enforcement services (the "Agreement"); and

WHEREAS, Section II.17 of the Agreement allows for the parties to amend and modify the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Amendment, the City and Verra Mobility do hereby agree as set forth below:

1. The above recitals are true and correct and are incorporated herein.
2. Notwithstanding anything in Section II.3 of the Agreement to the contrary, Section II.3 of the Agreement is amended as follows:

The term date of the Agreement is hereby extended to December 31, 2028.

The third paragraph of Section II.3 is amended to read as follows:

This Agreement will automatically extend for consecutive one year terms, unless the City provides Verra Mobility with written notice of its intent to terminate within one-hundred twenty (120) days prior to December 31, 2028, or one-hundred twenty (120) days prior to December 31st of the current one year extension term.

All other terms and conditions of Section II. 3 of the Agreement shall remain the same and unchanged.

3. The second paragraph of Section II 5.2 as follows is hereby deleted in its entirety:

~~"Verra Mobility's Fees will be fixed for the first five (5) year term of the Agreement; thereafter, unit prices will increase at the beginning of each one year renewal term by the consumer price Index (CPI), according to the average change during the prior twelve (12) months in the CPI for All Urban Consumers (CPI-U) for U.S. City average, as published by the Bureau of Labor Statistics, U.S.A. Department of Labor for the Services category listed under Commodity and Service Group. This section shall only apply to the fee per Camera per month and not to any other fees."~~

All other terms and conditions of Section II. 5.2 of the Agreement shall remain the same and unchanged.

4. The first sentence of Section II.10.3 is amended to read as follows:

For a period of ten (10) years from the Effective Date of this Agreement, Verra Mobility warrants that the system will perform in accordance with the specifications and requirements contained in this Agreement.

All other terms and conditions of Section II.10.3 of the Agreement shall remain the same and unchanged.

5. Except as expressly amended or modified by the terms of this Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail and control.

6. The provisions of this Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. All representations and promises made by any party to another, whether in writing or orally, concerning the subject matter of this Amendment are merged into this Amendment.
7. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that the representative signing this Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Amendment.

CITY OF Edgewood, Washington

**AMERICAN TRAFFIC SOLUTIONS, INC.
d/b/a VERRA MOBILITY**

Signature: _____

Signature:  _____

Name/Title: _____

Name/Title: Jon Baldwin, EVP Government Solutions

Date: _____

Date: December 5, 2023

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement includes the attached Exhibits ("Agreement") and is made by and between American Traffic Solutions, Inc., doing business as Verra Mobility ("Verra Mobility"), a corporation organized in the State of Kansas with its principal place of business at 1150 N. Alma School Road, Mesa, AZ 85201, and the City of Edgewood, Washington, a municipal corporation of the state of Washington ("City"), with principal offices at 2224 104th Avenue East, Edgewood, WA 98372 (Verra Mobility and City individually, a "Party", and collectively, the "Parties"). This Agreement sets forth the terms, conditions and obligations of the Parties.

WITNESSETH:

WHEREAS, the City desires to implement and operate a traffic safety camera system pursuant to the Revised Code of Washington (RCW) 46.63.170; and

WHEREAS, Verra Mobility has the exclusive knowledge, possession and ownership of certain equipment and has licenses, and back-office processes through an automated web-based Citation processing system (collectively referred to as the "Axis™ System" or "Axis") currently used by other cities in Pierce County and the state of Washington; and

WHEREAS, the City finds Verra Mobility is qualified to perform and is experienced in providing the required services; and

WHEREAS, the City desires to engage Verra Mobility to provide traffic safety camera services, also known as photo enforcement services under the terms and conditions set forth herein; and

NOW, THEREFORE, the Parties herein do mutually agree as follows:

The attached Exhibits include:

EXHIBIT A.....SERVICE FEE SCHEDULE
EXHIBIT B.....SCOPE OF WORK
EXHIBIT C.....CAMERA LOCATIONS
EXHIBIT D.....FORM NOTICE TO PROCEED
EXHIBIT E.....DMV SERVICES SUBSCRIBER AUTHORIZATION

By signing below, the Parties agree to the terms and conditions of this Agreement together with the attached Exhibits. This Agreement contains the complete and exclusive statement of the agreement between the Parties relating to the matters referenced herein and replaces any prior oral or written representations or communications between the Parties. Each individual signing below represents that such individual has the requisite authority to execute this Agreement on behalf of the entity which such individual represents and that all the necessary formalities have been met.

[SIGNATURE PAGE ON FOLLOWING PAGE]

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

CITY OF EDGEWOOD, WASHINGTON

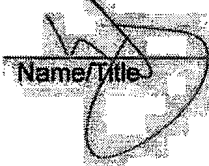
By:


Elizabeth Caracciolo
EVP/GM
Government Solutions

Date

9/26/18

By:


Name/Title

Date

11/10/18

10/10/18

ATTEST:

By:


Name/Title

Date

Clerk 10/10/18

APPROVED AS TO FORM:

By:


Name/Title

Date

10-10-18

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I. DEFINITIONS

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

1. "**Approach**": One (1) direction of travel on a road, including up to four (4) contiguous lanes.
2. "**Business Hours**": Eight (8) hours per day, Monday through Friday, excluding weekends and holidays.
3. "**Business Rules**": The Business Rules Questionnaire to be completed by City and delivered by City to Verra Mobility setting forth the business rules for the implementation and operation of the Program.
4. "**Camera System**" or "**Camera**": A photo-traffic monitoring device consisting of one (1) rear camera, strobe, a traffic monitoring device (including the wiring associated with each) capable of accurately detecting a traffic infraction on up to four (4) contiguous lanes which records such data with one (1) or more images of such vehicle. "**Camera System**" shall, where the context requires, also include any enclosure or cabinet, wiring, and related appurtenances in which the equipment is stationed.
5. "**Change Order Notice**": Written notice from the City requesting changes to the work required to be performed or the addition of products or services to those required to the terms of this Agreement, setting forth in reasonable detail the proposed changes.
6. "**Change Order Proposal**": A written statement from Verra Mobility describing the cost of the changes to the work or addition of products or services requested by City in a Change Order Notice.
7. "**Citation**": A citation, notice of violation, notice of infraction or equivalent instrument issued by a competent state, county or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a Violation documented or evidenced in Axisis.
8. "**Designated Safety Zone**": A designated safety zone in which a Camera System may be installed or deployed.
9. "**Event**": An image captured of a potential Violation.
10. "**Fees**": The amount payable by City to Verra Mobility for equipment, services, and maintenance as set forth in EXHIBIT A.
11. "**Fixed Site School Zone Speed Safety Camera System**": A Camera System installed in a Designated Safety Zone.
12. "**Notice to Proceed**": Written confirmation from City that Verra Mobility may proceed with the installation of a given Camera System, a form of which is attached as EXHIBIT D.
13. "**Owner**": The owner(s) of a motor vehicle as shown by the motor vehicle registration records of the motor vehicle department or the analogous agency of another state or country, including a lessee of a motor vehicle under a lease of six months or longer.
14. "**Person**" or "**Persons**": Any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.
15. "**System**": A Camera System and the related Infrastructure.
16. "**Violation**": A failure to obey an applicable traffic law or regulation, including, without limitation, failure to obey a traffic signal, or operation of a motor vehicle in excess of the posted speed limit.

II. GENERAL TERMS AND CONDITIONS

1. VERRA MOBILITY AGREES TO PROVIDE:

The scope of work identified in EXHIBIT B, Section 1.

2. CITY AGREES TO PROVIDE:

The scope of work identified in EXHIBIT B, Section 2.

3. TERM:

This Agreement shall commence upon the Effective Date, which is the date of execution by the last signatory to this signature page.

This Agreement shall continue for an initial term ending on December 31, 2023. Either party may terminate this Agreement as provided in Section 16.

This Agreement will automatically extend for consecutive one year terms, unless the City provides Verra Mobility with written notice of its intent to terminate within one-hundred twenty (120) days prior to December 31, 2023, or one-hundred twenty (120) days prior to December 31st of the current one year extension term.

4. ASSIGNMENT:

Neither Party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. However, for business financing or other corporate reorganizational purposes, Verra Mobility may sell, assign, transfer or convey any interest in this Agreement in whole or in part without the written consent of City.

5. FEES AND PAYMENT:

City shall pay for all equipment, services and maintenance based on the fee schedule indicated in the EXHIBIT A, Service Fee Schedule 1. Payment shall only be made for services performed, after acceptance and authorization by the City.

5.1 City shall pay all Fees due Verra Mobility based upon invoices for services performed in the preceding month within thirty (30) days after the City's receipt of a properly completed invoice and the City's acceptance of the services. Payment periods shall be computed from the date of the acceptance by the City of completion of all services, or the date of receipt of a corrected invoice, whichever date is later. Late payments are subject to interest calculated at 1.5% per month on open balances. If City is more than sixty (60) days past due on payments to Verra Mobility, Verra Mobility may, in its sole discretion, exercise any remedies pursuant to Section (14) of this Agreement for non-payment of Fees by City.

5.2 Invoices shall be in standard Verra Mobility format and show services performed, with corresponding itemized costs. Itemized costs will be the flat monthly fee per Camera System per month, plus any fees for additional notices.

Verra Mobility's Fees will be fixed for the first five (5) year term of the Agreement; thereafter, unit prices will increase at the beginning of each one year renewal term by the Consumer Price Index (CPI), according to the average change during the prior twelve (12) months in the CPI for All Urban Consumers (CPI-U) for U.S. City average, as published by the Bureau of Labor Statistics, U.S. Department of Labor for the Services category listed under Commodity and Service Group. This section shall only apply to the fee per Camera per month and not to any other fees.

5.3 Cost Neutrality Clause. During the initial and all renewed terms of the Agreement, the City shall not be required to pay Verra Mobility more than the City has collected/received in revenue through the use of the Axis System cumulatively throughout the term of the contract and all renewals. For the purposes of this clause, the term "revenue" applies to that portion of fines

actually received by the City ("revenue") according to the distribution method applicable under State law or by court contract. This clause will be applied as follows:

Where revenue for the program during any month, as defined herein, is less than the full amount of Verra Mobility invoices, Verra Mobility shall be entitled to payment in the full amount of revenue. Verra Mobility will maintain an accounting of any net balances owed to Verra Mobility and shall apply future revenue received by the City first to the accrued balance and then to the current month's invoice.

Example: If during October, November and December, revenue received is \$2,000 per month and Verra Mobility invoice is \$4,750 per month, the City will only pay \$2,000 for each month. However, if in January revenue is \$8,000, the City will pay Verra Mobility the full \$8,000, which would then still leave a balance owing of \$5,000 (\$4,750 January fee plus \$250 balance owing). In February the City received \$10,000 in revenue, Verra Mobility would receive \$9,750 and City would retain \$250. Additionally, the \$250 surplus would be available for payment in a future month in which revenue is less than the amount invoiced. The running reconciliation shall be for the term of the Agreement, which shall be documented by a monthly invoice showing to date deficits or surplus amounts.

All records and accounts pertaining to this Agreement shall be kept available for inspection by representatives of the City for a period of three years after final payment. Copies shall be made available to the City upon request and without cost.

If, during the course of this Agreement, the work performed does not meet the requirements set forth in this Agreement, Verra Mobility shall correct or modify the work to comply with the Agreement requirements and the City shall have the right to withhold payment for such work until it meets the requirements of this Agreement.

Invoices shall show the fee per Camera per month and the fee for additional notices, if any, as described in Exhibit A of this Agreement. Only designated City staff may sign and issue a Notice to Proceed or request additional notices.

6. SITE SELECTION ANALYSIS:

Prior to installing any System, Verra Mobility may conduct a statistical analysis of each road or Approach being considered for a System or Systems ("Site Selection Analysis") to assist City in determining which road or Approaches will be the most beneficial to City in pursuit of its traffic safety and enforcement goals. For any road or Approach recommended by City, Verra Mobility may deploy or install a System if a constructability analysis concludes a deployment or an installation is feasible. Verra Mobility makes no representations or warranties that any Violation rate estimates will be predictive of actual future traffic Violation rates.

7. COMMUNICATION OF INFORMATION:

Verra Mobility will comply with reasonable requests from City for information obtained by Verra Mobility through operation of the Axis™ System. Verra Mobility reserves the right to assess a fee for such services. Verra Mobility will not be under any obligation to provide information directly to non-City requesting parties. Should Verra Mobility choose to respond to non-City requesting parties, Verra Mobility and City shall work collaboratively in a good faith effort to provide requested information in a timely manner, which good faith effort may include, but not be limited to, City's review and prior approval of Verra Mobility disclosing information.

8. CONFIDENTIAL INFORMATION:

No information given by Verra Mobility to City will be of a confidential nature, unless specifically designated in writing as proprietary or confidential by Verra Mobility ("Verra Mobility Confidential Information"). If the City receives a public records request for a record that Verra Mobility has marked as "Confidential" information, the City may promptly notify Verra Mobility of the request. The City may

postpone disclosing these records for ten business days after it has sent the notification to Verra Mobility, in order to allow Verra Mobility to take action under chapter 42.56 RCW or other applicable laws to enjoin disclosure. It is Verra Mobility's discretionary decision whether to file the lawsuit to enjoin disclosure. If the City has notified Verra Mobility of a public records request, and Verra Mobility has not obtained an injunction to withhold disclosure by the close of business on the tenth business day after the City sends notice, the City may then disclose the record. The City has no other obligations concerning records Verra Mobility has marked as "proprietary" or "confidential" under this Agreement. The City has no obligation to claim any exemption from disclosure and the City is not obligated or liable to Verra Mobility for any records that the City releases in compliance with this Section or in compliance with the order of a court of competent jurisdiction.

9. OWNERSHIP OF SYSTEM:

Under all circumstances, Verra Mobility shall retain ownership of all Camera Systems and the Axis™ System provided for use by the City under the terms and conditions of this Agreement. In order to carry out the purposes of this Agreement, for the term of this Agreement, Verra Mobility grants City a non-exclusive, non-transferable license to use the Axis™ System.

10. SAFETY AND WARRANTY:

- 10.1 Verra Mobility shall take all necessary precautions for the safety of employees and the general public on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Verra Mobility shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of the workers and the public and shall post danger signs warning against known or unusual hazards during installation of the Camera System.
- 10.2 Verra Mobility warrants that all materials, equipment and/or services provided under this Agreement shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by the City shall not alter or affect the obligations of Verra Mobility or the rights of the City. Verra Mobility shall be responsible for correcting any deficiencies and for completing the work as described in Exhibit B. Verra Mobility and City shall comply with the maintenance procedures and manufacturer recommendations for operation of the Axis equipment which affect this Agreement.
- 10.3 For a period of five (5) years from the Effective Date of this Agreement, Verra Mobility warrants that the system will perform in accordance with the specifications and requirements contained in this Agreement. Verra Mobility warrants to the City that the deliverables will perform in accordance with the description of the functions and capabilities as described in Exhibit B, provided that the deliverables are properly used in accordance with Verra Mobility's instructions.

11. INDEMNIFICATION:

- 11.1 Indemnification by Verra Mobility. Subject to Section 11.3, Verra Mobility agrees to indemnify and defend City and its officials, officers, directors, employees, agents, representatives and successors (individually a "City Party" and collectively, the "City Parties") against all claims, liabilities, obligations, losses, damages, penalties and judgments (collectively, "Losses"), which may be imposed on or incurred by any City Party arising out of or related to the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the negligence of Verra Mobility, or Verra Mobility's violation of any law, ordinance or regulation, except for damages resulting from the negligence of the City. Each Party waives, with respect to the other Party only, any immunity it may have under RCW Title 51 or any other Worker's Compensation statute. The Parties acknowledge that this waiver has been negotiated by them, and that the contract price reflects this negotiation.
- 11.2 Indemnification Procedures. In the event of any Claim the City shall give Verra Mobility written notice of such Claim promptly after the City first becomes aware thereof; provided, however, that failure to give such notice shall not preclude indemnification with respect to such Claim except to

the extent of any additional or increased Losses or other actual prejudice directly caused by such failure. The City and Verra Mobility shall cooperate in the defense or settlement of any Claim and the City shall not have the right to enter into any settlement agreement that materially affects Verra Mobility's material rights or material interests without Verra Mobility's prior written consent.

- 11.3 Limited Liability. In no event shall Verra Mobility's liability under this Agreement exceed the greater of \$1,000,000 or the Fees paid by City pursuant to this Agreement. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, lost profits or consequential damages, however caused and on any theory of liability, arising out of or relating to this Agreement.

12. INSURANCE:

Verra Mobility shall maintain the following minimum scope and limits of insurance:

- 12.1 Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of \$1,000,000 per occurrence.
- 12.2 Workers' Compensation as required by the Industrial Insurance laws of Washington, and Employer's Liability Insurance with limits of not less than \$500,000 each accident. Verra Mobility shall at all times maintain Worker's Compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of City.
- 12.3 Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Verra Mobility with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.
- 12.4 City and its officers and employees, shall be named as additional insured on the comprehensive general liability policies provided by Verra Mobility under this Agreement. Verra Mobility shall require any subcontractors doing work under this Agreement to provide and maintain the same insurance, which insurance shall also name City and its officers, employees, and authorized volunteers as additional insureds.
- 12.5 Certificates showing Verra Mobility is carrying the above described insurance, and evidencing the additional insured status specified above, shall be furnished to City within thirty (30) calendar days after the Effective Date of this Agreement. Such certificates shall show that City will be notified in accordance with the policy language relating to cancellations of such insurance policies. Verra Mobility shall forthwith obtain substitute insurance in the event of a cancellation.
- 12.6 City shall be responsible for vehicle insurance coverage on any vehicles driven by City employees. Coverage will include liability and collision damage.
- 12.7 Verra Mobility's maintenance of the required insurance is a mandatory condition of this Agreement. Verra Mobility shall provide the City with advance written notice of any policy cancellation within ten (10) business days of the cancellation date.

13. STATE LAW TO APPLY:

This Agreement shall be construed under and in accordance with the laws of the State of Washington.

14. DISPUTE RESOLUTION:

All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith efforts between senior management of both Parties. Following thirty (30) days of unsuccessful negotiation, the Parties shall participate in professionally-assisted mediation, with a mediator acceptable to both Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The

mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties.

- 14.1 Failing resolution through negotiation or mediation, litigation relating to any remaining dispute shall be filed in Pierce County Superior Court, Pierce County, Washington. The substantially prevailing Party shall be reimbursed its reasonable attorneys' fees, court costs and expert witness fees from the other Party.

15. CHANGE ORDERS:

City may from time to time request changes to the work required to be performed or the addition of products or services to those required to the terms of this Agreement by providing a Change Order Notice. Upon Verra Mobility's receipt of a Change Order Notice, Verra Mobility shall deliver a Change Order Proposal describing the cost, if any. Following City's receipt of the Change Order Proposal, the Parties shall negotiate in good faith and agree to a plan and schedule for implementation of the proposed changes; the time, manner and amount of payment or price increases or decreases, as the case may be; and any other matters relating to the proposed changes. In the event that any proposed change involves only the addition of equipment or services to the existing Approaches or the addition of Approaches to be covered by the terms of this Agreement, to the maximum extent applicable, the pricing terms set forth in EXHIBIT A shall govern. If the Parties fail to agree on the terms, schedule, price or any other condition of a change order, then Verra Mobility will not perform the work described in the Change Order. Such Change Order shall not invalidate the procurement process or this Agreement nor relieve or release Verra Mobility or City of any of its obligations under this Agreement unless stated therein. No Change Order shall have the effect of extending the term of this Agreement.

16. TERMINATION:

- 16.1 This Agreement may be terminated:

- (i) By mutual written consent of the Parties; or
- (ii) For Cause, by either Party where the other Party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating Party notifies in writing the other Party of its intent to terminate, stating with reasonable specificity, the grounds therefore, and the other Party fails to cure the default within sixty (60) days after receiving notice. Verra Mobility specifically shall be deemed in default if the System continues to exhibit defects causing serious disruption of use and/or repeated periods of downtime, notwithstanding Verra Mobility's remedial or maintenance efforts, over a continuous period of sixty (60) days.
- (iii) For Convenience: The City may terminate this Agreement in whole or in part, without cause and for any reason, including the City's convenience, upon written notice to Verra Mobility. In the event City elects to terminate this Agreement for convenience, City shall pay Verra Mobility an early termination fee based on a price of \$120,000 per Camera System amortized over sixty (60) months on a straight-line basis. The amortization schedule for said costs shall be reduced by 1/60th for each month each Camera System is installed: Said another way, for every month a camera is installed, \$2,000 will be subtracted from the total \$120,000 early termination fee for each Camera System. Example: City signs Agreement in March of year 1 and installs one (1) Camera System that same month and City terminates the Agreement without cause in January of the 5th year of the initial term of the Agreement then fifty-eight (58) of the sixty (60) months having been depreciated and the City would owe Verra Mobility \$4,000 (\$2,000 x 2 months) for the early termination fee. There is no early termination fee if (1) there is a change in the law which prevents the City from continuing with the traffic camera enforcement system or the external cause events in the paragraph below; or (2) the City terminates the Agreement during any one-year extensions of this Agreement, after the initial term.

(iv) For External Cause is defined as interfering with performance by either Party in the event that state legislation, a decision by a court of competent jurisdiction, or other change in state law or circumstances materially interferes with the terms of this Agreement or the ability of a Party to perform its obligations under the terms of this Agreement. The City shall have no obligation to pay Verra Mobility a fee for any period when it is unlawful to issue citations. The term of the Agreement shall be suspended during any period in which the City is not obligated to pay Verra Mobility and such time period shall be added to the term of the Agreement once it becomes lawful for the City to issue citations. In any termination for External Cause, Verra Mobility shall retain an amount of revenue collected from the program sufficient to cover Verra Mobility's costs in excess of fees paid to date, except that such retention shall not apply for any other termination under this Termination section or contrary to the Cost Neutral Clause above.

(v) Termination may occur through the provision of notice to the other party as described in section 3. above.

16.2 Upon termination of this Agreement, including because it has reached the end of its term, the Parties recognize that City will have to process Events in the "pipeline", and that Verra Mobility accordingly must assist City in this regard. Accordingly, the Parties shall take the following actions and shall have the following obligations, which survive termination during the wind-down period:

(i) City shall cease using the Axis™ System to capture Events and unless it is unlawful to do so, shall return or allow Verra Mobility to recover all provided equipment within a reasonable time not to exceed 60 days, and shall not generate further images to be processed. Unless directed by the City not to do so, Verra Mobility shall continue to process all images taken by the City before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to all Fees specified in the Agreement as if the Agreement were still in effect.

(ii) Within one hundred twenty (120) days of termination of the Agreement, Verra Mobility shall provide City all evidence package data and information for all Violations currently maintained on the Axis™ System on behalf of City. The information shall be delivered in the standard Verra Mobility format to City on removable media. Upon delivery of said evidence package data and information City agrees that Verra Mobility is no longer under any obligation to maintain evidence package data or information and that any public records request for such information shall be responded to exclusively by City, as City will be the custodian of records for any and all Violations and related evidence package data and information.

16.3 In the event of termination by Verra Mobility for non-payment of Fees by City, Verra Mobility shall cease processing Events as of the date of termination.

17. AMENDMENTS TO THE AGREEMENT:

The Parties may from time to time consider it in their best interest to modify or extend terms, conditions or covenants of this Agreement; require modifications in the Scope of Work to be performed; or request the performance of additional services regardless of and without invalidating the process that was used to procure the services enumerated under this Agreement. If modifications result in additional costs to City, Verra Mobility will provide a written estimate of such. Any such addition, deletion, extension or modification, including any increase or decrease in the amount of Verra Mobility's compensation, which are mutually agreed upon by and between City and Verra Mobility shall be signed by the duly authorized representatives of the Parties and incorporated in written amendments to this Agreement. Such amendments shall not invalidate the procurement process or this Agreement nor relieve or release Verra Mobility or City of any of its obligations under this Agreement unless stated therein. Such amendments shall not extend the term of this Agreement unless that is the specific intent of the amendment.

18. ADDITIONAL SERVICES:

During the term of this Agreement, from time-to-time Verra Mobility may propose certain new technologies for City to consider (e.g., school bus, bus lane, pedestrian, railroad, other undeveloped technologies, or Program enhancements) and, if so desired, City may procure from Verra Mobility the new technologies through an amendment to this Agreement upon terms to be mutually agreed upon in writing.

19. LEGAL CONSTRUCTION/ ENTIRE AGREEMENT

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. This Agreement shall be enforced to the maximum extent possible so as to give effect to the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable herein.

This Agreement, including all attachments, amendments, exhibits and subsequently issued change orders, comprises the entire agreement between the City and Verra Mobility. Where there are conflicts among these documents, the controlling document will be in that same sequence, with the first taking priority over the last listed. No verbal agreement or conversation between any officer, agent, associate, employee of the City and any officer, agent, associate, employee of Verra Mobility prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement.

20. LIMITED AGENCY:

Verra Mobility shall act as a limited agent of the City solely for purposes of (i) opening and maintaining bank accounts relating to the scope of the work described in this Agreement; (ii) access to DMV records; (iii) generating and administratively processing recorded images of Events as described in this Agreement and (iv) the Business Rules. Employees, contractors, agents and servants of Verra Mobility shall in no event be considered to be employees, agents (other than in the limited capacity described herein), contractors or servants of City. This Agreement does not and shall not be interpreted as creating a general agency relationship between Verra Mobility and City.

21. FORCE MAJEURE:

Neither Party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence (an event of "Force Majeure"). Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. For the avoidance of doubt, road construction is not an event of Force Majeure. The Party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

22. TAXES:

Where required by law, Verra Mobility shall pay for and maintain in current status all taxes assessed against Verra Mobility that are necessary for contract performance. City agrees to pay State of Washington sales or use taxes on all applicable services and materials and agrees to furnish Verra Mobility with an exemption certificate where appropriate, and City agrees to reimburse Verra Mobility for any excise taxes if charged against Verra Mobility.

23. NOTICES:

Any notices or demand which, under the terms of this Agreement or under any statute, must or may be given or made by Verra Mobility or City shall be in writing and shall be given or made by personal service, first class mail, Federal Express, or by certified mail to the Parties at the following address:

City of Edgewood

American Traffic Solutions, Inc.

2224 104th Avenue East
Edgewood, WA 98372
Attn: City Clerk

1150 N. Alma School Road
Mesa, Arizona 85201
Attn: Legal Department

24. SURVIVAL:

The following provisions of the General Terms and Conditions shall survive the termination of this Agreement: Sections 5, 8, 9, 10, 11, 13, 14, 16, and this Section 24.

25. EXECUTION:

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile or ".pdf" transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or ".pdf" shall be deemed to be their original signatures for any purpose whatsoever.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
EXHIBITS ON FOLLOWING PAGES]

EXHIBIT A
SERVICE FEE SCHEDULE

1.0 Description of Pricing

Fees are based on per camera per month and are as follows:

Product Description	Fee per Camera per Month
1-4 Lane Fixed Site School Zone Speed Safety Camera System – includes Camera Systems installed per the mutual agreement of the Parties. Payment processing and adjudication to be handled by the Pierce County Courts.	\$4,750
<u>Service Fees:</u> All Service Fees per Camera System above includes all costs required and associated with a Camera System installation for monitoring up to 4 lanes and two signal phases, routine maintenance, and use of Axis System for back-office operations, includes camera equipment for monitoring up to 4-lanes and up to two (2) signal phases, installation, maintenance, Event processing services, DMV records access, court integration, First Class mailing of notice of infraction with return envelope, lockbox and epayment processing services (excluding per item process fee and user convenience fee, which are paid by the violator), IVR call center support for general Program questions and public awareness Program support. Monthly service fee includes postage for the first class mailing of the standard offering in the state of Washington. Verra Mobility's monthly fee includes postage for the first class mailing of standard offering. Any additional mailings outside the standard offering will be billed per unit as published by the US Postal Service plus a \$2.00 per unit service charge.	

2.0 Optional Collection Services:

Verra Mobility may initiate collection efforts of delinquent notices upon written request by City, so long as collection of said recovered revenue amounts does not conflict with applicable state law. Verra Mobility will be entitled to receive portions of the collected revenue as noted below. The maximum is 30% total for both pre-collection and collection services. For those accounts in default that go to collection, this is in addition to our Fees noted above.

Pre-Collection Letters	10% of Recovered Revenue
Delinquent Collections Services	30% of Recovered Revenue

In the event that City elects to have Verra Mobility provide collections services, City shall so notify Verra Mobility in writing. City agrees that, once Verra Mobility's collections services are elected, City may not utilize another vendor for these collections services without prior written consent from Verra Mobility through an amendment to this Agreement.

EXHIBIT B
SCOPE OF WORK

1. VERRA MOBILITY SCOPE OF WORK

1.1 VERRA MOBILITY IMPLEMENTATION

- 1.1.1 Verra Mobility agrees to provide Camera System(s), use of the Axis™ System and related services to City as outlined in this Agreement, excluding those items identified in Section 2 titled "City Scope of Work". In general, if work is to be performed by City, unless otherwise specified, City shall not charge Verra Mobility for the cost.
- 1.1.2 Verra Mobility will conduct a Site Selection Analysis of candidate sites. Verra Mobility will assist City in determining which Approaches will be the most beneficial to City in pursuit of its traffic safety and enforcement goals. Considerations may include collision history, community safety, police department staff review and engineering feasibility assessment. Camera System installations will be based on mutual agreement by City and Verra Mobility.
- 1.1.3 Verra Mobility will install or deploy Camera System(s) at the locations determined by the City and mutually agreed to by Verra Mobility. In addition to any initial Designated Safety Zones, the Parties may mutually agree to add additional Camera System(s) or Approaches, which shall be reflected in a written Notice to Proceed as set forth in **EXHIBIT D**.
- 1.1.4 Verra Mobility will operate each Camera System on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances (e.g., Force Majeure event, etc.).
- 1.1.5 Verra Mobility's Communications Department will assist City with public information content and outreach campaign strategies. Depending upon the mutually agreed-upon strategy, Verra Mobility may provide public relations consultants, advertising, or media relations for an additional fee as mutually agreed to by the Parties. Verra Mobility will provide training to City staff on the operation of the Axis System prior to Citations being issued. Such training may be in-person or by WebEx or similar remote training service. Trained City staff is expected to train any new City staff involved in the program, however if no trained City staff is involved in the program, Verra Mobility will provide training to the new City staff.
- 1.1.6 Verra Mobility agrees to provide a secure website (www.violationinfo.com) accessible to Owners who have received notices of violation by means of a Notice # and PIN, which will allow Violation image and video viewing. As part of the secure website, a space will be provided for a Frequently Asked Questions (F.A.Q.) page approved by City. Verra Mobility will operate this secure website on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances (e.g., Force Majeure event, etc.).
- 1.1.7 Verra Mobility will provide technician site visits to each Camera System, as needed, to perform maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and, general system inspections and maintenance.
- 1.1.8 Verra Mobility shall actively maintain the System located at each Approach to ensure minimum standards as set forth in applicable law, or regulation, or Verra Mobility service level agreements, are met or exceeded. Verra Mobility shall take reasonable best efforts to repair a non-functional System within seventy-two (72) hours (excluding weekends and holidays) of determination of a malfunction, except for causes of Force Majeure.

- 1.1.9 If City is using Verra Mobility lockbox or epayment services, Verra Mobility will establish a dedicated demand deposit account on behalf of the City and all revenue deposited into this account will be swept weekly into a City designated bank account.
- 1.1.10 Verra Mobility is authorized to charge, collect and retain a service/convenience fee of \$5.00 or up to 5% of the total payment, for each electronic payment processed, whichever is higher. Such fee is paid by the violator and retained by Verra Mobility to cover the administration of providing this service.

1.2 VERRA MOBILITY OPERATIONS

- 1.2.1 Verra Mobility shall implement and operate the Program in accordance with the provisions of this Agreement and the City's Business Rules.
- 1.2.2 If a warning period is required, Verra Mobility shall provide City with a one-time warning period up to thirty (30) days in length following the installation and activation of the first installed Camera System. City shall not be charged a fee for the warning period; however for any warning period exceeding thirty (30) days City shall be responsible for the normal monthly Service Fee.
- 1.2.3 Verra Mobility shall provide City with access to the Axis™ System, including image processing, first notice printing and mailing of Citation per chargeable event and a mailing of a text only reminder notice, a hearing scheduled letter, a hearing denied letter, an insufficient information letter, and a dismiss letter. The Axis™ System shall ensure each Citation or notice of infraction is delivered by First Class mail to the Owner within the statutory period. In the case of a transfer of liability by the Owner, the Axis™ System shall be setup to mail a Citation or notice of infraction to the driver identified in the affidavit of non-liability or by a rental car company. Costs of certified mailings are priced separately and paid by City for additional compensation to Verra Mobility as indicated in **EXHIBIT A**.
- 1.2.4 Subsequent notices, other than those specified in Subsection 1.2.3 may be delivered by First Class or other mail means for additional compensation to Verra Mobility as agreed upon by the Parties.
- 1.2.5 The Axis™ System shall allow the law enforcement officer to apply the officer's electronic signature to the Citation when authorized to do so by an approving law enforcement officer.
- 1.2.6 Verra Mobility shall seek records from out-of-state vehicle registration databases and use such records to assist City in processing Citations. In its capacity as limited agent pursuant to the DMV Services Subscriber Authorization found in **EXHIBIT E**, Verra Mobility may seek records from out-of-state vehicle registration databases. Verra Mobility reserves the right to mail Citations to the address of the Owner obtained through the DMV, obtained through the National Change of Address (NCOA) database provided by the United States Postal Service, or obtained through other means including but not limited to skip tracing.
- 1.2.7 If City is unable to or does not desire to integrate Axis data to its adjudication system, Verra Mobility shall provide Axis as an adjudication processing module to allow City to review cases, related images, and other related information required to adjudicate the disputed Violation. The Axis™ System will also enable the court staff to accept and account for payments. Any costs charged by a third-party vendor related to the provision of Axis data to the adjudication system are the responsibility of City.
- 1.2.8 The Axis™ System shall provide City with the ability to run and print standard system reports. Verra Mobility provides a robust suite of standard program reporting at no charge to clients with active Programs. Upon notice to City, Verra Mobility reserves the right to modify the suite of standard program reporting available to City, so long as such change applies generally to cities with similar programs. Customized reporting services are

available upon written request. The fee for such services shall be mutually agreed upon based on the substance and form of the report to be provided.

- 1.2.9 During the twelve (12) month period following the installation of the first camera, upon Verra Mobility's receipt of a written request from City at least fourteen (14) calendar days in advance of a court proceeding, and if required by the court or prosecutor, Verra Mobility shall provide City with or train a local expert witness to testify in court on matters relating to the accuracy, technical operations, and effectiveness of the Camera System or the Axis™ System until judicial notice is taken. City shall use its best efforts to obtain judicial notice as soon as possible. If an Verra Mobility expert witness is required more than two (2) times during the twelve (12) month period, City shall reimburse Verra Mobility for any reasonable time and travel costs incurred for the additional dates.
- 1.2.10 In those instances where damage to a System (or sensors where applicable) is caused by the actions of Verra Mobility or its authorized agent(s), Verra Mobility shall bear the cost of repair. In those instances where damage to a System (or sensors where applicable) is caused by negligence or recklessness on the part of a driver or severe weather or other Force Majeure events, Verra Mobility and City shall bear the cost of repair equally with City reimbursing Verra Mobility for its portion of the cost of repair. For all other causes of damage not attributable to Verra Mobility's actions, including road construction, City negligence, etc. City shall reimburse Verra Mobility for the cost of repair.
- 1.2.11 Verra Mobility shall provide a help-line to assist City with resolving any problems encountered regarding its Camera System and/or the Axis™ System. The help-line shall function during Business Hours.
- 1.2.12 As part of the Axis™ System, a website will be made available to allow alleged violators the ability to view their Citations online. This online viewing system shall include a link to the Verra Mobility payment website(s) and may offer the opportunity to download an affidavit of non-liability online. Online obtained affidavits, if approved by the court, may be directed to and processed by Verra Mobility processors and communicated to the court via the Axis transfer described above.
- 1.2.13 For video retrievals requested by City unrelated to enforcement of a Violation, including but not limited to investigation of a criminal matter, Verra Mobility will provide up to one (1) video retrieval per week at no cost to City. For each additional video retrieval City shall pay a fee pursuant to EXHIBIT A ("Video Retrieval Fee").

2. CITY SCOPE OF WORK

2.1 GENERAL IMPLEMENTATION REQUIREMENTS

- 2.1.1 Within seven (7) business days of the Effective Date of this Agreement, City shall provide Verra Mobility with the name, title, mailing address, email address and phone number of:
- A project manager with authority to coordinate City responsibilities under this Agreement;
 - Municipal Court manager responsible for oversight of all Court-related program requirements;
 - The police contact;
 - The court contact;
 - The person responsible for overseeing payments by violators (might be court);
 - The Prosecuting Attorney;
 - The City Attorney;
 - The finance contact (who receives the invoices and will be in charge of reconciliation);
 - The IT person for the police;
 - The IT person for the courts;

- o The public works and/or engineering contact responsible for issuing any/all permits for construction; and
 - o Municipal Court manager responsible for oversight of all Court-related program requirements.
- 2.1.2 In cooperation with Verra Mobility, City shall prepare the Business Rules for implementation and operation of the Program.
- 2.1.3 City shall direct the Chief of Police or approved alternate to execute the DMV Services Subscriber Authorization, attached as EXHIBIT E, to provide verification to the State Department of Motor Vehicles, National Law Enforcement Telecommunications System, or appropriate authority indicating that Verra Mobility is acting on behalf of City for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. 2721, Section (b) (1) and as may otherwise be provided or required by any provision of applicable state law.
- 2.1.4 City is responsible for notifying Verra Mobility of any local legislative and/or ordinance changes in writing within forty-eight (48) hours of the first read of the proposed legislation. Verra Mobility will not be responsible for complying with any change in applicable local law, until such time as Verra Mobility has been notified by City in writing of the change in law.
- 2.1.5 City is responsible for all final jurisdictional issues.
- 2.1.6 Once a Notice to Proceed is granted to Verra Mobility in writing, City shall not issue a stop work order to suspend activity on the work shown in Exhibit C, Camera Locations, unless City reimburses Verra Mobility for costs incurred up to the date the stop work order is issued.
- 2.1.7 Once a Camera System is installed and certified by Verra Mobility as operational, it shall be immediately put into service.
- 2.1.8 Pursuant to RCW §46.63.170(1)(a), City shall post an annual report of the number of traffic accidents that occurred at each location where an automated traffic safety camera is located as well as the number of notices of infraction issued for each camera and any other relevant information about the automated traffic safety cameras that the City deems appropriate on the City's web site.

2.2 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

- 2.2.1 If City requests that Verra Mobility move a Camera System to a new Approach after initial installation of the Cameras shown in Exhibit C, City shall pay for the costs to relocate the System, which may be up to \$120,000 per System. City may not request the relocation of a site within the first year after installation.
- 2.2.2 If a construction or improvement project requires an installed Camera System to be deactivated or requires a Camera System, including imbedded sensors, to be moved or removed, City shall continue to pay the fee per Camera per month Service Fee in Exhibit A and the actual costs for moving or removing the System, as shown on invoices provided to the City after moving or removal, which may be up to \$120,000 per System. City may elect to reimburse Verra Mobility directly or Verra Mobility may recover its costs from Program funds in addition to its normal fee.
- 2.2.3 Prior to the installation of any System, City shall provide Verra Mobility information regarding any and all road construction or improvement projects scheduled by the City during the term of this Agreement for any Approach designated for System installation.
- 2.2.4 City will design, fabricate, install and maintain camera warning signs. If City cannot provide such signage, it will notify Verra Mobility, and Verra Mobility will do so and City shall reimburse Verra Mobility for such costs.

- 2.2.5 City understands that proper operation of the System requires access to traffic signal phase connections. City, therefore, shall provide free access to traffic signal phase connections according to approved design. When traffic signal phase connections are not under the jurisdiction of City, it shall be City's responsibility to negotiate agreements with the owner or maintaining agency of the traffic signal controller and infrastructure in order to provide the required access to said phase connections and infrastructure and any costs associated with needed agreements shall be funded by City.
- 2.2.6 City understands that proper operation of the System sometimes requires attachment of certain items of detection equipment to existing signal masts, mast arms and/or other street furniture. City, therefore, shall provide free access to Verra Mobility to attach certain items of detection equipment to existing signal masts, mast arms and / or other street furniture for the proper operation of the System.
- 2.2.7 City shall allow Verra Mobility to access power from existing power sources at no cost and shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each System within City's jurisdiction. If these items are not made available, the costs of any additional conduit or power infrastructure needed to support installation of the System shall be funded by City. Verra Mobility may agree to cover these upfront costs and recover the costs from the collected revenue in addition to its normal fees. If existing power sources are not immediately available, City will allow Verra Mobility to use temporary power until the existing power is established. In situations where it is not possible to obtain electrical power from a pre-existing source, City shall bear the costs (or reimburse Verra Mobility's submitted invoice) for obtaining/routing power. When access to power facilities is not under the jurisdiction of City, it shall be City's responsibility to negotiate any necessary agreements with the owner or maintaining agency of the power facility and infrastructure in order to provide required access to said power facilities and infrastructure. Any costs associated with the needed agreements shall be funded by City
- 2.2.8 Verra Mobility shall provide installation drawings to the City for review, prior to installation. City shall not require Verra Mobility to provide installation drawings stamped by a licensed civil engineer unless required by code. However, Verra Mobility work product and drawings shall be overseen and approved by an Verra Mobility PE and such deliverables shall conform to applicable engineering norms and reflect the details of installation work to be completed.
- 2.2.9 City shall approve or reject Verra Mobility submitted plans within seven (7) business days of receipt and as long as Verra Mobility appropriately responds to the City's review comments, the City shall limit iterations to a total of one revision beyond the initially submitted plans. Total plan approval duration shall not exceed ten (10) business days. City shall provide its best efforts in providing aid in achieving these timeframes for plan approvals when plans are being reviewed and permitted by any state and/or county agencies.
- 2.2.10 City, or any department of City, shall be responsible for paying permit fees required by the work performed by Verra Mobility or its subcontractor(s) for building, construction, electrical, street use and/or pole attachments, including any fee for traffic control services during installation or maintenance of a System. City shall also fund any and all needed state and/or county permits.
- 2.2.11 City understands and agrees that time is of the essence and that public safety is at issue and shall issue all needed permits to Verra Mobility and its subcontractor(s) within three (3) business days of plan approval. City shall provide its best efforts to aid in achieving these timeframes for permit issuance when permitted by any state and/or county agency.
- 2.2.12 If required by the submitted design for proper operation, City shall allow Verra Mobility to install vehicle detection sensors in the pavement of roadways within City's jurisdiction, as

permitted. City shall provide its best efforts to aid in acquiring any and all required permission and permits when the roadway is under the jurisdiction of the state or county.

2.2.13 City shall allow Verra Mobility to build needed infrastructure into any existing City-owned easement.

2.2.14 If use of private property right-of-way is needed, City shall assist Verra Mobility in acquiring permission to build in existing utility easements as necessary. Any costs for private property right-of-way lease/rental costs shall be borne by City as it is expressly excluded from the base fee structure identified in the fee schedule.

2.2.15 City shall comply in all aspects with RCW §46.63.170(1)(b).

2.3 LAW ENFORCEMENT DEPARTMENT OPERATIONS

2.3.1 City shall process each Event in accordance with state law and/or municipality ordinances within three (3) business days of its appearance in the law enforcement review queue, using Axisis to determine which Events constitute Violations that will be issued as Citations. In the event that City fails to process Events within this timeframe, Verra Mobility shall not be liable for failure of the Axisis™ System to allow City to issue a notice or Citation within statutory timeframes.

2.3.2 For optimal utilization, City workstation computer monitors for Event review and approval should provide a resolution of 1280 x 1024.

2.3.3 For optimal data throughput, City workstations should be connected to a high-speed internet connection with bandwidth of T-1 or greater.

2.3.4 City shall provide signatures of all authorized law enforcement users who will review events and issue Citations on forms provided by Verra Mobility for setup of the Axisis™ System to allow said users to apply their electronic signatures to a Citation.

2.4 COURTS OPERATIONS

2.4.1 If City does not provide payment processing services, City shall use the Axisis™ System for payment processing services. The fees for lockbox and epayment services are included in the fee per Camera per month Service Fee presented in EXHIBIT A.

2.4.2 City shall provide a judge or hearing officer and court facilities to schedule and hear disputed Citations.

2.4.3 City shall provide the specific text required to be placed on the Citation or notice of infraction to be issued by City using the Axisis™ System within thirty (30) days of the Effective Date of this Agreement.

2.4.4 City shall review and approve the Citation form within fifteen (15) days of receipt from Verra Mobility. Verra Mobility may make non-substantive formatting or incidental changes to the Citation without approval by City.

2.4.5 City shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes and other issues relating to Citation adjudication. City may refer citizens with questions regarding the Camera System technology and processes to websites and/or toll free telephone numbers provided by Verra Mobility for that purpose.

2.4.6 Within ten (10) days after expiration of a second notice, City shall pursue delinquent collections of unpaid notices with an existing contractor or Verra Mobility.

2.4.7 Any potential, one-time, direct costs to Verra Mobility to develop an interface with the Court system will be initially paid by Verra Mobility and any such cost will be reimbursed

to Verra Mobility from collected revenues in addition to the Fees in EXHIBIT A, Service Fee Schedule 1.

2.5 INFORMATION TECHNOLOGY DEPARTMENT OPERATIONS

- 2.5.1 In the event that remote access to the Axis™ System is blocked by City network security infrastructure, City's Department of Information Technology shall coordinate with Verra Mobility to facilitate appropriate communications while maintaining required security measures.

EXHIBIT C
CAMERA LOCATIONS

Verra Mobility shall make its best efforts to install Camera Systems within thirty (30) days of permits being granted and power delivered for each mutually agreed-upon location, providing that City has received permission for all implementations in writing from any third-party sources.

Fixed Site School Zone Speed Safety Camera Locations:

10610 24th St E
11050 24th St E
511 114th Ave E
11018 8th St E & 11518 8th St E

Implementation and installation of any Approach or location is subject to Site Selection Analysis and constructability analysis results and must be mutually agreed to by the Parties.

Additional Approaches and locations may be selected in addition to the Approaches and locations listed above and may be selected based on Site Selection analysis, collision history, input, community safety, recommendations from City and a construction feasibility assessment. The Approaches and locations will be designated by the City, which designation will be based upon City Staff review. All Camera System installations will be based on mutual agreement by City and Verra Mobility and shall only be installed upon a written Notice to Proceed (see Exhibit D).

Pursuant to RCW §46.63.170(1)(a), prior to installation the City shall perform and prepare an analysis of all the additional Approaches or locations within the jurisdiction where Camera Systems are proposed to be located.

EXHIBIT D
FORM OF NOTICE TO PROCEED

Reference is made to the Standard Professional Services Agreement by and between American Traffic Solutions, Inc. ("Verra Mobility") and the City of Edgewood, Washington ("City"), dated as of October 10, 2018 (the "Agreement"). Capitalized terms used in this Notice to Proceed shall have the meaning given to such term in the Agreement.

City hereby designates this first phase implementation of cameras at designated safety zones. Verra Mobility shall make its best efforts to install a Camera System within thirty (30) days of permits being granted and power delivered for each agreed-upon Approach, providing that City has received permission for all implementations in writing from any third-party sources.

Below is a list of locations provided by City, which have been analyzed based on traffic volumes, road geometry, and existing infrastructure and are believed to be locations at which a Camera System would increase public safety.

Execution of this Notice to Proceed by City shall serve as authorization for the installation of Camera Systems for all Approaches designated as follows:

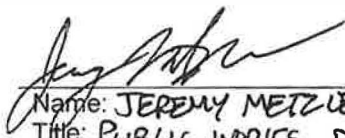
- 1) Edgemont Junior High School – 24th St E (2 Systems)
- 2) Hedden Elementary School – 114th Ave E (1 System)
- 3) Hedden Elementary School – 8th St E (2 Systems)

City understands that implementation and installation of any Approach or location is subject to Site Selection Analysis and constructability results.

IN WITNESS WHEREOF, City has executed this Notice to Proceed as of the date written below.

CITY OF EDGEWOOD, WASHINGTON

By:

 1/8/19
Name: JEREMY METZLER Date
Title: PUBLIC WORKS DIRECTOR

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

By:

 1/11/19
Elizabeth Caracciolo Date
EVP/GM
Government Solutions

EXHIBIT E
DMV SERVICES SUBSCRIBER AUTHORIZATION

Agency ORI: WA0272500

December 10th, 2018

Nlets
1918 W. Whispering Wind Dr.
Phoenix, AZ 85085

Attn: Steven E. Correll, Executive Director
Re: Authorization for ATS/Verra Mobility to Perform MVD Inquiry

Dear Mr. Correll:

Please accept this letter of acknowledgement that an Agreement to perform automated enforcement between the City of Edgewood, WA and American Traffic Solutions, Inc., doing business as Verra Mobility ("Verra Mobility"), is or will be enacted and will be or is in force. As a requirement of and in performance of that Agreement between the City of Edgewood, WA and Verra Mobility, it will be necessary for Verra Mobility to access Nlets motor vehicle data.

Please accept this letter as authorization from the Pierce County Sheriff's Department for Verra Mobility to run motor vehicle inquiries. This authorization is and will be in effect for the term of our contract with Nlets and any subsequent renewals.

This authorization will automatically expire upon the termination of the Agreement between the City of Edgewood, WA and Verra Mobility; and, such authorization is limited to violations detected by the automated enforcement camera systems. By completing the information below and signing this letter, I am stating that I am a member of the Pierce County Sheriff's Department and have the authority to empower Verra Mobility to use ORI WA0272500 for this function.

SUBSCRIBER INFORMATION

Subscriber Agency/Name	<u>Edgewood Police Department</u>
Nlets Agency ORI	<u>WA0270000 (Pierce County Sheriff's Department)</u>
Name/Title of Authorized Representative	<u>Contract Chief Micah Lundborg</u>
Mailing Address	<u>2224 104th Av E</u> <u>Edgewood, WA 98372</u>
Telephone	<u>(253) 798-4960</u> Fax <u>(253) 798-4958</u>
Email	<u>Micah.lundborg@piercecountywa.gov</u>
Signature of Authorized Representative	 <u>Micah Lundborg</u>
Date Signed	<u>12-10-18</u>

RESOLUTION NO. 18-0433

A RESOLUTION OF THE CITY OF EDGEWOOD, WASHINGTON, RELATING TO TRAFFIC CODE ENFORCEMENT, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH AMERICAN TRAFFIC SOLUTIONS (ATS), dba AS VERRA MOBILITY, FOR THE INSTALLATION OF A TRAFFIC CAMERA TO PERFORM TRAFFIC CODE ENFORCEMENT ACTIVITIES, AS ALLOWED BY AND CONSISTENT WITH CHAPTER 10.25 OF THE EDGEWOOD MUNICIPAL CODE

WHEREAS, RCW 46.63.170 authorizes the use of automated traffic safety cameras for red light enforcement, railroad crossing and school speed zones; and

WHEREAS, the safety of school children and other pedestrians is of paramount concern for the City Council; and

WHEREAS, automated school speed zone safety cameras have been shown to reduce speeds and increase safety of school children and pedestrians; and

WHEREAS, the Police Chief and other City staff have worked to prepare an analysis of at least one location where school zone safety cameras could be located to achieve these safety goals;

WHEREAS, after following the requisite procedures for selection of a vendor to perform the traffic safety system activities, the City chose ATS, dba as Verra Mobility; and

WHEREAS, the parties have agreed to enter into the professional services agreement attached hereto as Exhibit A, to implement the City's traffic camera system;

WHEREAS, the City Council considered this agreement during its regular City Council meeting of October 9, 2018;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Council hereby authorizes the Mayor to sign the Professional Services Agreement with American Traffic Solutions ("ATS), dba Verra Mobility, attached hereto as Exhibit A and incorporated herein by this reference, under the terms and conditions set forth therein.

Section 2. This Resolution shall take effect and be in full force upon passage and signatures hereon.

ADOPTED THIS 9TH DAY OF OCTOBER, 2018

CITY OF EDGEWOOD



Daryl Eiding, MAYOR

ATTEST/AUTHENTICATED:



Rachel Pitzel, City Clerk

EXHIBIT C
CAMERA LOCATIONS

Verra Mobility shall make its best efforts to install Camera Systems within thirty (30) days of permits being granted and power delivered for each mutually agreed-upon location, providing that City has received permission for all implementations in writing from any third-party sources.

Fixed Site School Zone Speed Safety Camera Locations:

10610 24th St E
11050 24th St E
511 114th Ave E
11018 8th St E & 11518 8th St E

Implementation and installation of any Approach or location is subject to Site Selection Analysis and constructability analysis results and must be mutually agreed to by the Parties.

Additional Approaches and locations may be selected in addition to the Approaches and locations listed above and may be selected based on Site Selection analysis, collision history, input, community safety, recommendations from City and a construction feasibility assessment. The Approaches and locations will be designated by the City, which designation will be based upon City Staff review. All Camera System installations will be based on mutual agreement by City and Verra Mobility and shall only be installed upon a written Notice to Proceed (see Exhibit D).

Pursuant to RCW §46.63.170(1)(a), prior to installation the City shall perform and prepare an analysis of all the additional Approaches or locations within the jurisdiction where Camera Systems are proposed to be located.

EXHIBIT D
FORM OF NOTICE TO PROCEED

Reference is made to the Standard Professional Services Agreement by and between American Traffic Solutions, Inc. ("Verra Mobility") and the City of Edgewood, Washington ("City"), dated as of October 10, 2018 (the "Agreement"). Capitalized terms used in this Notice to Proceed shall have the meaning given to such term in the Agreement.

City hereby designates this first phase implementation of cameras at designated safety zones. Verra Mobility shall make its best efforts to install a Camera System within thirty (30) days of permits being granted and power delivered for each agreed-upon Approach, providing that City has received permission for all implementations in writing from any third-party sources.

Below is a list of locations provided by City, which have been analyzed based on traffic volumes, road geometry, and existing infrastructure and are believed to be locations at which a Camera System would increase public safety.

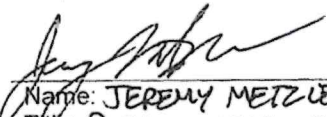
Execution of this Notice to Proceed by City shall serve as authorization for the installation of Camera Systems for all Approaches designated as follows:

- 1) Edgemont Junior High School – 24th St E (2 Systems)
- 2) Hedden Elementary School – 114th Ave E (1 System)
- 3) Hedden Elementary School – 8th St E (2 Systems)

City understands that implementation and installation of any Approach or location is subject to Site Selection Analysis and constructability results.

IN WITNESS WHEREOF, City has executed this Notice to Proceed as of the date written below.

CITY OF EDGEWOOD, WASHINGTON

By:  1/8/19
Name: JEREMY METZLER Date
Title: PUBLIC WORKS DIRECTOR

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

By:  1/11/19
Elizabeth Caracciolo Date
EVP/GM
Government Solutions

EXHIBIT D
FORM OF NOTICE TO PROCEED

Reference is made to the Standard Professional Services Agreement by and between American Traffic Solutions, Inc., doing business as Verra Mobility ("Verra Mobility") and the City of Edgewood, Washington ("City"), dated as of October 10, 2018 (the "Agreement"). Capitalized terms used in this Notice to Proceed shall have the meaning given to such term in the Agreement.

City hereby designates the implementation of cameras at designated safety zones. Verra Mobility shall make its best efforts to install a Camera System within thirty (30) days of permits being granted and power delivered for each agreed-upon Approach or location, providing that City has received permission for all implementations in writing from any third-party sources.

Below is a list of locations provided by City, which have been analyzed based on traffic volumes, road geometry, and existing infrastructure and are believed to be locations at which a Camera System would increase public safety.

Execution of this Notice to Proceed by City shall serve as authorization for the installation of Camera Systems for all Approach(es) or location(s) designated as follows:

- 1) Northwood Elementary School EB 24th St. E
- 2) Northwood Elementary School WB 24th St. E

City understands that implementation and installation of any Approach or location is subject to Site Selection Analysis and constructability results.

IN WITNESS WHEREOF, City has executed this Notice to Proceed as of the date written below.

CITY OF EDGEWOOD, WASHINGTON

By: _____

Name: _____

Title: _____

Date 10 JUNE 2019

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.
d/b/a VERRA MOBILITY

By: _____

Name: _____

Title: _____

Date _____

JEREMY said HE
SENT THIS OUT FOR
SIGNATURE ON
6.10.19

EXHIBIT E
DMV SERVICES SUBSCRIBER AUTHORIZATION

Agency ORI: WA0272500

December 10th, 2018

Nlets
1918 W. Whispering Wind Dr.
Phoenix, AZ 85085

Attn: Steven E. Correll, Executive Director
Re: Authorization for ATS/Verra Mobility to Perform MVD Inquiry

Dear Mr. Correll:

Please accept this letter of acknowledgement that an Agreement to perform automated enforcement between the City of Edgewood, WA and American Traffic Solutions, Inc., doing business as Verra Mobility ("Verra Mobility"), is or will be enacted and will be or is in force. As a requirement of and in performance of that Agreement between the City of Edgewood, WA and Verra Mobility, it will be necessary for Verra Mobility to access Nlets motor vehicle data.

Please accept this letter as authorization from the Pierce County Sheriff's Department for Verra Mobility to run motor vehicle inquiries. This authorization is and will be in effect for the term of our contract with Nlets and any subsequent renewals.

This authorization will automatically expire upon the termination of the Agreement between the City of Edgewood, WA and Verra Mobility; and, such authorization is limited to violations detected by the automated enforcement camera systems. By completing the information below and signing this letter, I am stating that I am a member of the Pierce County Sheriff's Department and have the authority to empower Verra Mobility to use ORI WA0272500 for this function.

SUBSCRIBER INFORMATION

Subscriber Agency/Name	Edgewood Police Department
Nlets Agency ORI	WA0270000 (Pierce County Sheriff's Department)
Name/Title of Authorized Representative	Contract Chief Micah Lundborg
Mailing Address	2224 104 th Av E Edgewood, WA 98372
Telephone	(253) 798-4960 Fax (253) 798-4958
Email	Micah.lundborg@piercecountywa.gov
Signature of Authorized Representative	 Micah Lundborg
Date Signed	12-10-18



City Of Edgewood Council Agenda Summary Sheet

Subject: DD21 Vegetation Maintenance Contract Amendment	Agenda Item #: 2.G
	For Agenda of: 12/19/2023
	Prepared by: Jeremy Metzler
Attachments (list): 1. DRAFT RES - First Amendment to PSA 2. FIRST AMENDMENT - At Work	
Approval of Materials: Jeremy Metzler Rachel Pitzel, City Clerk/HR Director Dave Gray Daryl Eidingen	Expenditure Required: \$45,227.98 (includes tax) Amount Budgeted: up to \$75,000 Timeline: 12/19/2023 SS 12/26/2023 RCM

Summary Statement:

In order to have annual maintenance performed on existing drainage facilities in the former Drainage District #21 service area, staff issued a notice to eligible contractors using the Small Works Roster on April 19, 2023. A total of two bids were received by the May 5, 2022 deadline, ranging from \$33,950 to \$41,350 per year (before tax). The lowest bid received was from Atwork Commercial Enterprises, LLC (Atwork), in the amount of \$33,950 plus tax. Council authorized a contract with Atwork by Resolution 23-0674 on May 23, 2023.

Staff has reviewed the work performed by Atwork for the 2023 season and was pleased with the results. As the original solicitation stated the contract could be for "up to 3 years", staff is interested in amending the contract with Atwork to include the 2024 season. Attached for Council's consideration are a draft resolution and contract amendment authorizing Atwork to perform said work for the 2024 season.

Item History:

05/23/2023 RCM - Resolution 23-0674

Recommended Action:

Hold a discussion and provide staff guidance regarding DD21 Vegetation Maintenance Contract Amendment

Fiscal Note/Consideration:

The City contracted for this maintenance work in 2023 for a total cost of \$37,345 (inclusive of all applicable tax). With this proposed contract amendment, the total expenditure with all applicable taxes would be \$45,227.98, which is to be expected with inflation and still lower than the other competitive bid that was received under the 2023 season solicitation.

RESOLUTION NO. 23-0xxx

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EDGEWOOD, PIERCE COUNTY,
WASHINGTON, AUTHORIZING THE MAYOR TO
ENTER INTO A FIRST AMENDMENT TO THE
VEGETATION MANAGEMENT SERVICES
AGREEMENT WITH ATWORK COMMERCIAL
ENTERPRISES, LLC FOR THE DRAINAGE DISTRICT
#21 SERVICE AREA**

WHEREAS, by passing Resolution 23-0674 on May 23, 2023, the City Council authorized execution of a Vegetation Management Services Agreement (“Agreement”) with Atwork Commercial Enterprises, LLC (“Atwork”) for the Drainage District #21 Service Area; and

WHEREAS, since the Agreement was executed, the City and Consultant have mutually agreed to continue said services into the 2024 season; and

WHEREAS, the additional work warrants an extension of the Agreement’s term from December 31, 2023 to December 31, 2024; and

WHEREAS, the additional work warrants additional compensation be paid to Atwork in an amount not to exceed \$45,227.98;

WHEREAS, the aforementioned actions require amendments to the Agreement’s term and compensation, which both parties desire;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD,
WASHINGTON, DOES RESOLVE AS FOLLOWS:**

Section 1. The Mayor is hereby authorized to enter into the First Amendment to Vegetation Management Services Agreement, attached hereto, between the City of Edgewood and Atwork, in a substantial form as attached to this resolution and incorporated herein as Exhibit A.

ADOPTED THIS 26TH DAY OF DECEMBER, 2023.

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A

First Amendment to the Vegetation Management Services Agreement
between the City Of Edgewood and Atwork Commercial Enterprises, LLC
for the Drainage District #21 Service Area

DRAFT

**FIRST AMENDMENT TO THE
VEGETATION MANAGEMENT SERVICES AGREEMENT
BETWEEN THE CITY OF EDGEWOOD AND
ATWORK COMMERCIAL ENTERPRISES, LLC
FOR THE DRAINAGE DISTRICT #21 SERVICE AREA**

Section I. Date and Parties.

This document (“First Amendment”), is dated the 26th day of December, 2023, and is entered into by and between the CITY OF EDGEWOOD, a Washington municipal corporation (“City”) and AtWork Commercial Enterprises, LLC (“Contractor”). This First Amendment modifies the Vegetation Management Services Agreement dated May 23, 2023, by and between the City and Contractor (the “Agreement”).

Section II. General Recitals.

A. The City and Contractor entered into the Agreement for the purposes of allowing the Contractor to perform vegetation management services described therein, which expires on December 31, 2023.

B. Since the Agreement was executed, the City and Contractor have mutually agreed to extend the contract for an additional year of work as contemplated and allowed by the original solicitation.

C. The parties have now agreed to amend the Agreement as set forth in this First Amendment.

Section III. Amendments to the Agreement.

A. Section 3. Terms. Section 3 of the original Agreement is hereby amended to read as follows:

This Agreement shall commence on June 1, 2023 and shall terminate on December 31, ~~2023~~ 2024, unless extended or terminated in writing as provided herein.

B. Section 4. Compensation. Section 4 of the original Agreement is hereby amended by modifying the first paragraph to read as follows:

LUMP SUM. Compensation for these services shall be a Lump Sum of \$37,345.00 for work performed in 2023, and \$45,227.98 for work performed in 2024, which includes all applicable tax.

Section IV. Other Terms Unchanged. The First Amendment is intended to modify the terms and conditions of the original Agreement only insofar as such modifications are set forth in this Amendment; all other provisions shall remain unchanged and in full effect. In the case of any

conflict between the terms of the Agreement and First Amendment, the provisions of this First Amendment shall control.

DATED: This 26th day of December, 2023.

CITY OF EDGEWOOD

CONTRACTOR

By: _____

By: _____

Its: Mayor, Daryl Eidinger

Printed Name: _____

Its: _____

Date: _____

Date: _____, 2023

ATTEST:

City Clerk, Rachel Pitzel

APPROVED AS TO FORM:

City Attorney, Ann Marie Soto