



## CITY OF EDGEWOOD REGULAR COUNCIL MEETING AGENDA

Tuesday, December 26, 2023 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA  
Meeting Link: <https://cityofedgewood-org.zoom.us/j/86916509308>

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1. **CALL TO ORDER**
2. **AUDIENCE COMMENT**
3. **MAYOR'S REPORT**
4. **CONSENT AGENDA:** *The consent agenda includes items that are routine in nature and are adopted by one motion. Should Council wish to discuss a consent agenda item, the item would be removed from the consent agenda and discussed under Council Business.*  
The following items are presented for Council approval:
  - A. Regular Council Meeting Minutes of December 12, 2023
  - B. Study Session Meeting Minutes of December 19, 2023
  - C. **AB23-048** – a motion approving December 2023 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 in the amount of \$154,734.24 and Vendor Check Numbers 25978 through 25990, with EFT and Direct Pay Payments in the amount of \$241,784.75. Total distributions submitted for review and authorization in the amount of \$396,518.99.
  - D. **AB23-0694** - Resolution 23-0694 Verra Mobility Photo Enforcement Services Agreement
  - E. **AB23-0695** - Resolution 23-0695 Edgewood Middle Housing - Grant Approval
  - F. **AB23-0696** - Resolution 23-0696 DD21 Vegetation Maintenance Contract Amendment
  - G. **AB23-0697** - Resolution 23-0697 FEMA - Cybersecurity Grant and New Backup system
5. **COUNCIL BUSINESS**
  - A.
    - OATH OF OFFICE - Swearing in of the newly elected Mayor and Council (Terms begin 01/01/2024)
    - Recognition of Councilmembers Creley, Lowry, and Day (Terms end 12/31/2023)
    - Mayor Eidinger Recognition and Farewell (Term ends 12/31/2023)
6. **COUNCIL COMMENTS**
7. **ADJOURN**

*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**

### **REGULAR COUNCIL MEETING AGENDA SUMMARY**

Tuesday, December 12, 2023 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

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#### **1 CALL TO ORDER**

Mayor Eidinger called the meeting to order at 7:00pm and led the attendees in the Pledge of Allegiance.

**Present:** Mayor Eidinger, Deputy Mayor Tomin, Councilmember Creley, Councilmember Day, Councilmember Keith, Councilmember West, Councilmember Buckley, Councilmember Lowry **Staff Present:** Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Community & Economic Development Director Lauren Balisky, IT Director Matthew Ray, Chief Jason Youngman, City Attorney Ann Marie Soto

#### **2 PUBLIC HEARING**

**A. AB23-043 - Code Enforcement - Amending Section 1.05.040 of EMC**

Mayor Eidinger read the rules into the record and opened the first public hearing at 7:02pm. Community and Economic Development Director Balisky led an in-depth discussion on the topic. There were no public comments and Mayor Eidinger closed the public hearing at 7:04pm.

**B. AB23-044- Code Enforcement - Amending Chapter 2.40 of EMC**

Mayor Eidinger opened the public hearing at 7:04pm, and Community and Economic Development Director Balisky discussed this item as well. Mayor Eidinger asked for public comments. There were none, and he closed the public hearing at 7:05pm.

**C. AB23-045 - Code Enforcement - Repealing and Replacing Title 7 of EMC**

Mayor Eidinger opened the public hearing at 7:05pm. Community and Economic Development Director Balisky discussed this final item, and Mayor Eidinger asked for public comments. There were none, and he closed the public hearing at 7:18pm.

#### **3 EXECUTIVE SESSION**

**A. Potential litigation, RCW 42.30.110(1)(i)**

Mayor Eidinger recessed the meeting at 7:20pm for twenty minutes. Mayor Eidinger extended the meeting 5 minutes. Mayor Eidinger extended the meeting 3 minutes. The meeting was reconvened at 7:48pm.

#### **4 AUDIENCE COMMENT**

#### **5 MAYOR'S REPORT**

Mayor Eidinger read his report into the record and invited each director to speak on topics of their choosing.

#### **6 CONSENT AGENDA:**

**A. Regular Council Meeting Minutes of November 28, 2023**

**B. Study Session Meeting Minutes of December 5, 2023**

**C. Review of Board/Commission Minutes**

**D. AB23-046 – a motion approving December 2023 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; AWC Employee Benefit Trust; and IRS 941 in the amount of \$224,075.23 and Vendor Check Numbers 25962 through 25977, with EFT and Direct Pay Payments in the amount of \$485,503.56 and EFT Void in the amount of <\$31.90>. Total distributions submitted for review**



and authorization in the amount of \$709,546.89.

**E. AB23-047 Membership Renewal – ForeverGreen Trails**

**F. AB23-0693 - Resolution 23-0693 Landau Consulting Contract**

**Motion:** As read **Action:** Approved **Moved by:** Councilmember West **Seconded by:** Councilmember Lowry **Motion Passed 7-0**

**7 COUNCIL BUSINESS**

**A. AB23-0654 Ordinance 23-0654 2023 Budget Amendment**

**Motion:** As read **Action:** Approved **Moved by:** Councilmember West **Seconded by:** Councilmember Keith **Motion Passed 7-0**

**B. AB23-0655 - Ordinance 23-0655 Final 2024 Budget**

**Motion:** As read **Action:** Approved **Moved by:** Councilmember Buckley **Seconded by:** Councilmember West **Motion Passed 6-1 (CM Lowry)**

**C. AB23-0656- Ordinance 23-0656 Code Enforcement – Amending Section 1.05.040 of EMC**

**Motion:** As read **Action:** Approved **Moved by:** Councilmember West **Seconded by:** Councilmember Keith **Motion Passed 7-0**

**D. AB23-0657 - Ordinance 23-0657 Code Enforcement – Amending Chapter 2.40 of EMC**

Councilmember Buckley questioned the Dismissal of Appeal section, and an explanation was provided by City Attorney Ann Marie Soto.

**Motion:** As read **Action:** Approved **Moved by:** Councilmember Lowry **Seconded by:** Councilmember Keith **Motion Passed 6-1 (CM Buckley)**

**E. AB23-0658 - Ordinance 23-0658 Code Enforcement – Repealing and Replacing Title 7 of EMC**

Councilmember Buckley inquired whether this item was time-sensitive and had to be voted on, or if it could be brought back to allow for further deliberation before doing so. A discussion then ensued and Community & Economic Development Director Baliksy and City Attorney Soto answered the Council questions.

**Motion:** As read **Action:** Approved **Moved by:** Councilmember Day **Seconded by:** Councilmember Creley **Motion Passed 5-2 (CM Buckley, DM Tomyn)**

**8 COUNCIL COMMENTS**

Deputy Mayor Tomyn spoke.

**9 ADJOURN**

Mayor Eidinger adjourned the meeting at 8:14pm



Jill S. Herrera  
Communications Coordinator / Deputy City Clerk



Daryl Eidinger  
Mayor



## CITY OF EDGEWOOD

### STUDY SESSION MEETING AGENDA SUMMARY

Tuesday, December 19, 2023 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

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#### 1 CALL TO ORDER

Mayor Eidinger called the meeting to order at 7:00pm and led the attendees in the Pledge of Allegiance.

**Present:** Mayor Eidinger, Deputy Mayor Tomin (arrived late 7:23pm), Councilmember Creley, Councilmember Day, Councilmember Keith (arrived late 7:16pm), Councilmember Buckley, Councilmember Lowry **Excused:** Councilmember West **Staff Present:** Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Finance Director Hardeep Goraya, IT Director Matthew Ray, Community and Economic Development Director Lauren Balisky, Public Works Director Jeremy Metzler, Chief Jason Youngman, City Attorney Ann Marie Soto

#### 2 COUNCIL BUSINESS

**A.** Equity, Diversity and Inclusion (Trainings, Planning, etc.)

Councilmember Buckley discussed how the sub-committee planned to have a volunteer fair at some point in 2024.

**B.** Development Review

Senior Planner Evan Hietpas briefed the council on the development updates within the city.

**C.** Edgewood Middle Housing - Grant Approval

Senior Planner Evan Hietpas was on hand to explain the need for the City to accept the grant funding to help support the implementation of the middle housing requirements.

**D.** Parks and City Hall Security Upgrades

IT Director Matthew Ray explained how the proposed new security system would provide security, visual deterrents, and the ability to have eyes on critical locations, which eliminates the need for police and park crew to open and close the facilities each day.

Deputy Mayor Tomin joined the meeting at 7:23pm

**E.** FEMA - Cybersecurity Grant and New Backup system

IT Director Matthew Ray reviewed the need for this grant and answered the Council's questions.

**F.** Verra Mobility Photo Enforcement Services Agreement

Assistant City Administrator Dave Gray reviewed the original agreement explaining there would be no increase to the per camera cost if the amended agreement was adopted.

**G.** DD21 Vegetation Maintenance Contract Amendment

Public Works Director Jeremy Metzler explained the reason behind the need to amend the Professional Services Agreement with Atwork.

#### 3 OTHER COUNCIL ITEMS

Councilmember Buckley spoke.

#### 4 ADJOURN

Mayor Eidinger adjourned the meeting at 7:35pm.

*STUDY SESSION MEETING AGENDA*  
*December 19, 2023, Page 2*

Jill S. Herrera  
Communications Coordinator / Deputy City Clerk

Daryl Eidingen  
Mayor



## City Of Edgewood Council Agenda Summary Sheet

|                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| <b>Subject:</b><br><b>AB23-048</b> – a motion approving December 2023 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 in the amount of \$154,734.24 and Vendor Check Numbers 25978 through 25990, with EFT and Direct Pay Payments in the amount of \$241,784.75. Total distributions submitted for review and authorization in the amount of \$396,518.99. | <b>Agenda Item #:</b> 4.C          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>For Agenda of:</b> 12/26/2023   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Prepared by:</b> Stephanie Goff |

|                                                                                                                            |                                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| <b>Attachments (list):</b><br>1. 122623 Claims Register<br>2. 122623 Voucher Directory                                     |                                                                                                                            |
| <b>Approval of Materials:</b><br>Stephanie Goff<br>Rachel Pitzel, City Clerk/HR<br>Director<br>Dave Gray<br>Daryl Eidinger | <b>Expenditure Required:</b><br>\$396,518.99<br><br><b>Amount Budgeted:</b><br>\$396,518.99<br><br><b>Timeline:</b><br>N/A |

### Summary Statement:

Approving December 2023 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 in the amount of \$154,734.24 and Vendor Check Numbers 25978 through 25990, with EFT and Direct Pay Payments in the amount of \$241,784.75. Total distributions submitted for review and authorization in the amount of \$396,518.99.

### Item History:

N/A

### Recommended Action:

MOTION to adopt AB23-048 – a motion approving December 2023 Budget as presented under the Consent Agenda.

### Fiscal Note/Consideration:

## City of Edgewood 2023

## December 26th 2023 Council Meeting Check &amp; EFT Payment Distribution Review &amp; Authorization

| Number                                                 | Name                          | Print Date | Amount              |
|--------------------------------------------------------|-------------------------------|------------|---------------------|
| <b>US Bank PAYROLL ACCOUNT DISTRIBUTION</b>            |                               |            |                     |
| <b>10611 Last Number Issued Previous Authorization</b> |                               |            |                     |
| DCP EFT 12/15/2023                                     | Deferred Compensation Program | 12/15/2023 | \$18,932.73         |
| Direct Deposit Run -                                   | Payroll Vendor                | 12/15/2023 | \$96,023.92         |
| DRS EFT 12/15/2023                                     | Dept of Retirement Systems    | 12/15/2023 | \$21,041.43         |
| IRS EFT 12/15/2023                                     | IRS 941                       | 12/15/2023 | \$18,736.16         |
| <b>Total</b>                                           |                               |            | <b>\$154,734.24</b> |

| Number                                                 | Name                                       | Print Date | Amount      |
|--------------------------------------------------------|--------------------------------------------|------------|-------------|
| <b>CLAIM VOUCHER ACCOUNT DISTRIBUTION</b>              |                                            |            |             |
| <b>25977 Last Number Issued Previous Authorization</b> |                                            |            |             |
| 25978                                                  | VOID                                       | 12/26/2023 | \$0.00      |
| 25979                                                  | A WorkSAFE Service, Inc.                   | 12/26/2023 | \$60.00     |
| 25980                                                  | Form Source, Inc.                          | 12/26/2023 | \$69.31     |
| 25981                                                  | Gray & Osborne, Inc                        | 12/26/2023 | \$8,247.50  |
| 25982                                                  | KPG Psomas, Inc.                           | 12/26/2023 | \$41,550.91 |
| 25983                                                  | Pierce County Budget & Finance PW          | 12/26/2023 | \$40,893.21 |
| 25984                                                  | McCutcheon, Patrick                        | 12/26/2023 | \$3,068.75  |
| 25985                                                  | Olson, Dave                                | 12/26/2023 | \$200.00    |
| 25986                                                  | Rhay Design LLC                            | 12/26/2023 | \$2,000.00  |
| 25987                                                  | Sterling Automotive Service                | 12/26/2023 | \$80.06     |
| 25988                                                  | Tacoma-Pierce County Health Department     | 12/26/2023 | \$2,900.00  |
| 25989                                                  | Transportation Solutions                   | 12/26/2023 | \$5,390.25  |
| 25990                                                  | WA Assoc. of Building Officials            | 12/26/2023 | \$360.00    |
| Direct Pay Payment                                     | AHBL                                       | 12/26/2023 | \$24,157.20 |
| Direct Pay Payment                                     | SCJ Alliance                               | 12/26/2023 | \$2,384.00  |
| Direct Pay Payment                                     | SS Landscaping Services                    | 12/26/2023 | \$2,593.21  |
| Direct Pay Payment                                     | State Auditor's Office                     | 12/26/2023 | \$1,037.61  |
| Direct Pay Payment                                     | Transpo Group                              | 12/26/2023 | \$2,800.00  |
| Direct Pay Payment                                     | Utilities Underground Location Center      | 12/26/2023 | \$74.82     |
| Direct Pay Payment                                     | Whistle Workwear / Workworld               | 12/26/2023 | \$237.77    |
| Direct Pay Payment                                     | Amazon Capital Services                    | 12/26/2023 | \$1,977.93  |
| Direct Pay Payment                                     | American Traffic Solutions                 | 12/26/2023 | \$33,250.00 |
| Direct Pay Payment                                     | Jennings Equipment, Inc.                   | 12/26/2023 | \$353.00    |
| Direct Pay Payment                                     | Madrona Law Group, PLLC                    | 12/26/2023 | \$18,219.00 |
| Direct Pay Payment                                     | McKinstry Co, LLC                          | 12/26/2023 | \$2,351.32  |
| Direct Pay Payment                                     | Occupational Health & Safety Services, LLC | 12/26/2023 | \$29,973.75 |
| Direct Pay Payment                                     | Pacifica Law Group                         | 12/26/2023 | \$2,500.00  |
| Direct Pay Payment                                     | Raedeke Associates, Inc.                   | 12/26/2023 | \$2,141.55  |
| EFT Payment                                            | Comcast Business                           | 12/26/2023 | \$786.10    |
| EFT Payment                                            | US Bank Corporate Payment System           | 12/26/2023 | \$3,503.84  |
| EFT Payment                                            | Ferrellgas                                 | 12/26/2023 | \$12.01     |
| EFT Payment                                            | Grainger                                   | 12/26/2023 | \$215.17    |
| EFT Payment                                            | Mt. View-Edgewood Water Co.                | 12/26/2023 | \$311.02    |
| EFT Payment                                            | Office Depot                               | 12/26/2023 | \$235.21    |
| EFT Payment                                            | O'Reilly Auto Parts                        | 12/26/2023 | \$730.89    |
| EFT Payment                                            | Puget Sound Energy                         | 12/26/2023 | \$4,837.48  |
| EFT Payment                                            | Shell                                      | 12/26/2023 | \$2,250.12  |
| EFT Payment                                            | Smarsh, Inc.                               | 12/26/2023 | \$1.76      |
| EFT Payment                                            | US Bank ACH/EFT                            | 12/26/2023 | \$30.00     |

|                                          |                      |
|------------------------------------------|----------------------|
| <b>Total Claims Voucher Distribution</b> | <b>\$ 241,784.75</b> |
|------------------------------------------|----------------------|

|                                                                    |                      |
|--------------------------------------------------------------------|----------------------|
| <b>Total Distribution Submitted for Review &amp; Authorization</b> | <b>\$ 396,518.99</b> |
|--------------------------------------------------------------------|----------------------|

**Authorization Adjustments:**

|                                                               |                      |
|---------------------------------------------------------------|----------------------|
| <b>Total Distribution Net of Prior Authorized Adjustments</b> | <b>\$ 396,518.99</b> |
|---------------------------------------------------------------|----------------------|

**Claims Voucher Approval:** I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Edgewood, and that I am authorized to authenticate and certify to said claim.

\_\_\_\_\_ Accounting Manager, Stephanie Goff

\_\_\_\_\_ Mayor, Daryl Eidinger

\_\_\_\_\_ Council Member



# Voucher Directory

Fiscal: : 2023 - December  
Council Date: : 2023 - December - 2nd Council Meeting

| Vendor                            | Number                                             | Reference        | Account Number                                                 | Description                                 | Amount      |
|-----------------------------------|----------------------------------------------------|------------------|----------------------------------------------------------------|---------------------------------------------|-------------|
| 3 Kings Environmental, Inc.       | 25978                                              |                  | 2023 - December - 2nd Council Meeting                          |                                             |             |
|                                   | Total 25978                                        |                  |                                                                |                                             |             |
| Total 3 Kings Environmental, Inc. |                                                    |                  |                                                                |                                             |             |
| A WorkSAFE Service, Inc.          | 25979                                              |                  | 2023 - December - 2nd Council Meeting                          |                                             |             |
|                                   |                                                    | 2023-11698       |                                                                |                                             |             |
|                                   |                                                    |                  | October Services                                               |                                             |             |
|                                   |                                                    |                  | 001-018-000-518-20-41-01                                       | Professional Service                        | \$60.00     |
|                                   |                                                    |                  |                                                                | Pre Employment Drug Screening-(T.Pettie)    |             |
|                                   |                                                    | Total 2023-11698 |                                                                |                                             | \$60.00     |
|                                   | Total 25979                                        |                  |                                                                |                                             | \$60.00     |
| Total A WorkSAFE Service, Inc.    |                                                    |                  |                                                                |                                             | \$60.00     |
| AHBL                              |                                                    |                  |                                                                |                                             |             |
|                                   | Direct Pay Payment 12/21/2023 1:11:14 PM - 1       |                  | 2023 - December - 2nd Council Meeting                          |                                             |             |
|                                   | 142355                                             |                  |                                                                |                                             |             |
|                                   |                                                    |                  | Oct-Nov Services - Edgewood Prologis EIS                       |                                             |             |
|                                   |                                                    |                  | 004-058-000-558-60-41-01                                       | Professional Services - Reimbursable        | \$1,710.00  |
|                                   |                                                    |                  |                                                                | Edgewood Prologis EIS                       |             |
|                                   |                                                    | Total 142355     |                                                                |                                             | \$1,710.00  |
|                                   |                                                    | 142576           |                                                                |                                             |             |
|                                   |                                                    |                  | Oct-Nov Services - Edgewood Comprehensive Plan Periodic Update |                                             |             |
|                                   |                                                    |                  | 004-058-000-558-60-41-23                                       | Professional Services - GMA                 | \$22,447.20 |
|                                   |                                                    |                  |                                                                | Edgewood Comprehensive Plan Periodic Update |             |
|                                   |                                                    | Total 142576     |                                                                |                                             | \$22,447.20 |
|                                   | Total Direct Pay Payment 12/21/2023 1:11:14 PM - 1 |                  |                                                                |                                             | \$24,157.20 |
| Total AHBL                        |                                                    |                  |                                                                |                                             | \$24,157.20 |
| Amazon Capital Services           |                                                    |                  |                                                                |                                             |             |
|                                   | Direct Pay Payment 12/21/2023 1:11:14 PM - 2       |                  | 2023 - December - 2nd Council Meeting                          |                                             |             |
|                                   | 1HX9-3RQQ-D6XX                                     |                  |                                                                |                                             |             |
|                                   |                                                    |                  | November Statement                                             |                                             |             |
|                                   |                                                    |                  | 001-018-000-518-20-31-01                                       | Office & Operational Supplies               | (\$45.14)   |
|                                   |                                                    |                  |                                                                | Credit-Returned Solo Cups                   |             |
|                                   |                                                    |                  | 001-018-000-518-20-31-01                                       | Office & Operational Supplies               | \$96.23     |
|                                   |                                                    |                  |                                                                | Plates, Cups, & Tape                        |             |

| Vendor                                  | Number | Reference                                                 | Account Number                               | Description                                                                        | Amount             |
|-----------------------------------------|--------|-----------------------------------------------------------|----------------------------------------------|------------------------------------------------------------------------------------|--------------------|
|                                         |        |                                                           | 001-018-000-518-20-31-08                     | Wellness Supplies                                                                  | \$27.49            |
|                                         |        |                                                           |                                              | COE Wellness Supplies                                                              |                    |
|                                         |        |                                                           | 001-018-000-518-85-31-03                     | Computer Hardware                                                                  | \$278.54           |
|                                         |        |                                                           |                                              | Laptop Protection Plan-(D.Olson)                                                   |                    |
|                                         |        |                                                           | 001-018-000-518-85-31-03                     | Computer Hardware                                                                  | \$1,430.20         |
|                                         |        |                                                           |                                              | MS Surface Laptop-(D.Olson)                                                        |                    |
|                                         |        |                                                           | 001-076-000-576-80-31-02                     | Recreation Activities & Events                                                     | \$190.61           |
|                                         |        |                                                           |                                              | Outdoor Solar Lights, Photo Background Stand, & Electric Kettle-2023 Tree Lighting |                    |
|                                         |        | <b>Total 1HX9-3RQQ-D6XX</b>                               |                                              |                                                                                    | <b>\$1,977.93</b>  |
|                                         |        | <b>Total Direct Pay Payment 12/21/2023 1:11:14 PM - 2</b> |                                              |                                                                                    | <b>\$1,977.93</b>  |
| <b>Total Amazon Capital Services</b>    |        |                                                           |                                              |                                                                                    | <b>\$1,977.93</b>  |
| <b>American Traffic Solutions</b>       |        |                                                           |                                              |                                                                                    |                    |
|                                         |        | <b>Direct Pay Payment 12/21/2023 1:11:14 PM - 3</b>       | <b>2023 - December - 2nd Council Meeting</b> |                                                                                    |                    |
|                                         |        | <b>INV0066115</b>                                         |                                              |                                                                                    |                    |
|                                         |        |                                                           | <b>November Traffic Camera Services</b>      |                                                                                    |                    |
|                                         |        |                                                           | 001-021-000-521-70-41-11                     | Traffic Policing-Traffic Camera Contract                                           | \$33,250.00        |
|                                         |        |                                                           |                                              | 7 Traffic Cameras                                                                  |                    |
|                                         |        | <b>Total INV0066115</b>                                   |                                              |                                                                                    | <b>\$33,250.00</b> |
|                                         |        | <b>Total Direct Pay Payment 12/21/2023 1:11:14 PM - 3</b> |                                              |                                                                                    | <b>\$33,250.00</b> |
| <b>Total American Traffic Solutions</b> |        |                                                           |                                              |                                                                                    | <b>\$33,250.00</b> |
| <b>Comcast Business</b>                 |        |                                                           |                                              |                                                                                    |                    |
|                                         |        | <b>EFT Payment 12/21/2023 1:04:17 PM - 1</b>              | <b>2023 - December - 2nd Council Meeting</b> |                                                                                    |                    |
|                                         |        | <b>187620640</b>                                          |                                              |                                                                                    |                    |
|                                         |        |                                                           | <b>11/15-12/14/23 Services</b>               |                                                                                    |                    |
|                                         |        |                                                           | 001-018-000-518-30-42-01                     | Telecommunications Charges                                                         | \$786.10           |
|                                         |        |                                                           |                                              | City Hall Internet                                                                 |                    |
|                                         |        | <b>Total 187620640</b>                                    |                                              |                                                                                    | <b>\$786.10</b>    |
|                                         |        | <b>Total EFT Payment 12/21/2023 1:04:17 PM - 1</b>        |                                              |                                                                                    | <b>\$786.10</b>    |
| <b>Total Comcast Business</b>           |        |                                                           |                                              |                                                                                    | <b>\$786.10</b>    |
| <b>Ferrellgas</b>                       |        |                                                           |                                              |                                                                                    |                    |
|                                         |        | <b>EFT Payment 12/21/2023 1:04:17 PM - 2</b>              | <b>2023 - December - 2nd Council Meeting</b> |                                                                                    |                    |
|                                         |        | <b>1124956271</b>                                         |                                              |                                                                                    |                    |
|                                         |        |                                                           | <b>November Purchase</b>                     |                                                                                    |                    |
|                                         |        |                                                           | 001-076-000-576-80-32-01                     | Fuel                                                                               | \$12.01            |
|                                         |        |                                                           |                                              | Propane for Mower                                                                  |                    |
|                                         |        | <b>Total 1124956271</b>                                   |                                              |                                                                                    | <b>\$12.01</b>     |
|                                         |        | <b>Total EFT Payment 12/21/2023 1:04:17 PM - 2</b>        |                                              |                                                                                    | <b>\$12.01</b>     |
| <b>Total Ferrellgas</b>                 |        |                                                           |                                              |                                                                                    | <b>\$12.01</b>     |



| Vendor                                | Number                                                    | Reference                                           | Account Number                                              | Description                                  | Amount            |
|---------------------------------------|-----------------------------------------------------------|-----------------------------------------------------|-------------------------------------------------------------|----------------------------------------------|-------------------|
| <b>Form Source, Inc.</b>              |                                                           |                                                     |                                                             |                                              |                   |
|                                       | 25980                                                     |                                                     |                                                             | <b>2023 - December - 2nd Council Meeting</b> |                   |
|                                       |                                                           | 860582                                              |                                                             |                                              |                   |
|                                       |                                                           |                                                     | <b>December Purchase</b>                                    |                                              |                   |
|                                       |                                                           |                                                     | 001-018-000-518-20-31-01                                    | Office & Operational Supplies                | \$69.31           |
|                                       |                                                           |                                                     |                                                             | Business Cards-D.Olson                       |                   |
|                                       |                                                           | <b>Total 860582</b>                                 |                                                             |                                              | <b>\$69.31</b>    |
|                                       | <b>Total 25980</b>                                        |                                                     |                                                             |                                              | <b>\$69.31</b>    |
| <b>Total Form Source, Inc.</b>        |                                                           |                                                     |                                                             |                                              | <b>\$69.31</b>    |
| <b>Grainger</b>                       |                                                           |                                                     |                                                             |                                              |                   |
|                                       |                                                           | <b>EFT Payment 12/21/2023 1:04:17 PM - 3</b>        |                                                             | <b>2023 - December - 2nd Council Meeting</b> |                   |
|                                       |                                                           | 9929801810                                          |                                                             |                                              |                   |
|                                       |                                                           |                                                     | <b>December Purchases</b>                                   |                                              |                   |
|                                       |                                                           |                                                     | 001-018-000-518-20-31-53                                    | PPE-Personal Protective Equipment            | \$215.17          |
|                                       |                                                           |                                                     |                                                             | Cut Resistant Gloves and Respirators         |                   |
|                                       |                                                           | <b>Total 9929801810</b>                             |                                                             |                                              | <b>\$215.17</b>   |
|                                       | <b>Total EFT Payment 12/21/2023 1:04:17 PM - 3</b>        |                                                     |                                                             |                                              | <b>\$215.17</b>   |
| <b>Total Grainger</b>                 |                                                           |                                                     |                                                             |                                              | <b>\$215.17</b>   |
| <b>Gray &amp; Osborne, Inc</b>        |                                                           |                                                     |                                                             |                                              |                   |
|                                       | 25981                                                     |                                                     |                                                             | <b>2023 - December - 2nd Council Meeting</b> |                   |
|                                       |                                                           | 23-G&O Prj. 21621.00                                |                                                             |                                              |                   |
|                                       |                                                           |                                                     | <b>Nov-Dec Svcs-Chrisella Road East Safety Improvements</b> |                                              |                   |
|                                       |                                                           |                                                     | 340-000-000-595-10-63-01                                    | Capital Improvements-Engineering             | \$8,247.50        |
|                                       |                                                           |                                                     |                                                             | Chrisella Road East Safety Improvements      |                   |
|                                       |                                                           | <b>Total 23-G&amp;O Prj. 21621.00</b>               |                                                             |                                              | <b>\$8,247.50</b> |
|                                       | <b>Total 25981</b>                                        |                                                     |                                                             |                                              | <b>\$8,247.50</b> |
| <b>Total Gray &amp; Osborne, Inc</b>  |                                                           |                                                     |                                                             |                                              | <b>\$8,247.50</b> |
| <b>Jennings Equipment, Inc.</b>       |                                                           |                                                     |                                                             |                                              |                   |
|                                       |                                                           | <b>Direct Pay Payment 12/21/2023 1:11:14 PM - 4</b> |                                                             | <b>2023 - December - 2nd Council Meeting</b> |                   |
|                                       |                                                           | 49417P                                              |                                                             |                                              |                   |
|                                       |                                                           |                                                     | <b>December Purchases</b>                                   |                                              |                   |
|                                       |                                                           |                                                     | 001-076-000-576-80-31-01                                    | Operational Supplies                         | \$70.60           |
|                                       |                                                           |                                                     |                                                             | Tune Up Kits-Mowers                          |                   |
|                                       |                                                           |                                                     | 101-000-000-542-70-31-01                                    | Roadside-Operational Supplies                | \$141.20          |
|                                       |                                                           |                                                     |                                                             | Tune Up Kits-Mowers                          |                   |
|                                       |                                                           |                                                     | 410-000-000-531-38-31-01                                    | Operational Supplies                         | \$141.20          |
|                                       |                                                           |                                                     |                                                             | Tune Up Kits-Mowers                          |                   |
|                                       |                                                           | <b>Total 49417P</b>                                 |                                                             |                                              | <b>\$353.00</b>   |
|                                       | <b>Total Direct Pay Payment 12/21/2023 1:11:14 PM - 4</b> |                                                     |                                                             |                                              | <b>\$353.00</b>   |
| <b>Total Jennings Equipment, Inc.</b> |                                                           |                                                     |                                                             |                                              | <b>\$353.00</b>   |

| Vendor                               | Number                                                    | Reference           | Account Number                               | Description                                              | Amount             |
|--------------------------------------|-----------------------------------------------------------|---------------------|----------------------------------------------|----------------------------------------------------------|--------------------|
| <b>KPG Psomas, Inc.</b>              |                                                           |                     |                                              |                                                          |                    |
|                                      | 25982                                                     |                     | <b>2023 - December - 2nd Council Meeting</b> |                                                          |                    |
|                                      |                                                           | 202993              |                                              | <b>Oct-Nov Svcs-Interurban Trail Phase III</b>           |                    |
|                                      |                                                           |                     | 310-000-000-594-76-41-02                     | Professional Svcs.-Interurban Interurban Trail Phase III | \$41,550.91        |
|                                      |                                                           | <b>Total 202993</b> |                                              |                                                          | <b>\$41,550.91</b> |
|                                      | <b>Total 25982</b>                                        |                     |                                              |                                                          | <b>\$41,550.91</b> |
| <b>Total KPG Psomas, Inc.</b>        |                                                           |                     |                                              |                                                          | <b>\$41,550.91</b> |
| <b>Madrona Law Group, PLLC</b>       |                                                           |                     |                                              |                                                          |                    |
|                                      | Direct Pay Payment 12/21/2023 1:11:14 PM - 5              |                     | <b>2023 - December - 2nd Council Meeting</b> |                                                          |                    |
|                                      |                                                           | 12316               |                                              | <b>November Services</b>                                 |                    |
|                                      |                                                           |                     | 001-019-000-515-41-41-01                     | Legal Services-External Edgewood Heights                 | \$513.00           |
|                                      |                                                           | <b>Total 12316</b>  |                                              |                                                          | <b>\$513.00</b>    |
|                                      |                                                           | 12317               |                                              | <b>November Services</b>                                 |                    |
|                                      |                                                           |                     | 001-019-000-515-41-41-01                     | Legal Services-External Edgewood v. Meacham              | \$135.00           |
|                                      |                                                           | <b>Total 12317</b>  |                                              |                                                          | <b>\$135.00</b>    |
|                                      |                                                           | 12318               |                                              | <b>November Services</b>                                 |                    |
|                                      |                                                           |                     | 001-019-000-515-41-41-01                     | Legal Services-External General City Attorney Svcs       | \$16,869.00        |
|                                      |                                                           | <b>Total 12318</b>  |                                              |                                                          | <b>\$16,869.00</b> |
|                                      |                                                           | 12319               |                                              | <b>November Services</b>                                 |                    |
|                                      |                                                           |                     | 001-019-000-515-41-41-01                     | Legal Services-External Prologis Project                 | \$288.00           |
|                                      |                                                           | <b>Total 12319</b>  |                                              |                                                          | <b>\$288.00</b>    |
|                                      |                                                           | 12320               |                                              | <b>November Services</b>                                 |                    |
|                                      |                                                           |                     | 001-019-000-515-41-41-01                     | Legal Services-External Reynolds LUPA                    | \$414.00           |
|                                      |                                                           | <b>Total 12320</b>  |                                              |                                                          | <b>\$414.00</b>    |
|                                      | <b>Total Direct Pay Payment 12/21/2023 1:11:14 PM - 5</b> |                     |                                              |                                                          | <b>\$18,219.00</b> |
| <b>Total Madrona Law Group, PLLC</b> |                                                           |                     |                                              |                                                          | <b>\$18,219.00</b> |
| <b>McKinstry Co, LLC</b>             |                                                           |                     |                                              |                                                          |                    |
|                                      | Direct Pay Payment 12/21/2023 1:11:14 PM - 6              |                     | <b>2023 - December - 2nd Council Meeting</b> |                                                          |                    |
|                                      |                                                           | 10230577            |                                              | <b>November Services WO#9931970</b>                      |                    |
|                                      |                                                           |                     | 001-076-000-576-80-41-01                     | Professional Services                                    | \$2,351.32         |

| Vendor                                                      | Number | Reference                                                 | Account Number                         | Description                                  | Amount             |
|-------------------------------------------------------------|--------|-----------------------------------------------------------|----------------------------------------|----------------------------------------------|--------------------|
|                                                             |        |                                                           |                                        | Winterize 5 Irrigation Lines                 |                    |
|                                                             |        | <b>Total 10230577</b>                                     |                                        |                                              | <b>\$2,351.32</b>  |
|                                                             |        | <b>Total Direct Pay Payment 12/21/2023 1:11:14 PM - 6</b> |                                        |                                              | <b>\$2,351.32</b>  |
| <b>Total McKinstry Co, LLC</b>                              |        |                                                           |                                        |                                              | <b>\$2,351.32</b>  |
| <b>Mt. View-Edgewood Water Co.</b>                          |        |                                                           |                                        |                                              |                    |
|                                                             |        | <b>EFT Payment 12/21/2023 1:04:17 PM - 4</b>              |                                        | <b>2023 - December - 2nd Council Meeting</b> |                    |
|                                                             |        | <b>15690-3401 10/11-12/10/23</b>                          |                                        |                                              |                    |
|                                                             |        |                                                           | <b>10/11-12/10/23 11912 18th St E</b>  |                                              |                    |
|                                                             |        |                                                           | 001-018-000-518-30-47-02               | Water                                        | \$103.19           |
|                                                             |        |                                                           |                                        | Nelson Farm Park                             |                    |
|                                                             |        | <b>Total 15690-3401 10/11-12/10/23</b>                    |                                        |                                              | <b>\$103.19</b>    |
|                                                             |        | <b>19143-3401 10/11-12/10/23</b>                          |                                        |                                              |                    |
|                                                             |        |                                                           | <b>10/11-12/10/23 2228 118th Ave E</b> |                                              |                    |
|                                                             |        |                                                           | 001-018-000-518-30-47-02               | Water                                        | \$53.73            |
|                                                             |        |                                                           |                                        | Nelson Nature Park                           |                    |
|                                                             |        | <b>Total 19143-3401 10/11-12/10/23</b>                    |                                        |                                              | <b>\$53.73</b>     |
|                                                             |        | <b>2-3401 10/11-12/10/23</b>                              |                                        |                                              |                    |
|                                                             |        |                                                           | <b>10/11-12/10/23 11010 24th St E</b>  |                                              |                    |
|                                                             |        |                                                           | 001-018-000-518-30-47-02               | Water                                        | \$154.10           |
|                                                             |        |                                                           |                                        | Edgemont Park                                |                    |
|                                                             |        | <b>Total 2-3401 10/11-12/10/23</b>                        |                                        |                                              | <b>\$154.10</b>    |
|                                                             |        | <b>Total EFT Payment 12/21/2023 1:04:17 PM - 4</b>        |                                        |                                              | <b>\$311.02</b>    |
| <b>Total Mt. View-Edgewood Water Co.</b>                    |        |                                                           |                                        |                                              | <b>\$311.02</b>    |
| <b>Occupational Health &amp; Safety Services, LLC</b>       |        |                                                           |                                        |                                              |                    |
|                                                             |        | <b>Direct Pay Payment 12/21/2023 1:11:14 PM - 7</b>       |                                        | <b>2023 - December - 2nd Council Meeting</b> |                    |
|                                                             |        | <b>2023-0003</b>                                          |                                        |                                              |                    |
|                                                             |        |                                                           | <b>COE-Accident Prevention Program</b> |                                              |                    |
|                                                             |        |                                                           | 001-018-000-518-20-41-01               | Professional Service                         | \$29,973.75        |
|                                                             |        |                                                           |                                        | COE-Accident Prevention Program              |                    |
|                                                             |        | <b>Total 2023-0003</b>                                    |                                        |                                              | <b>\$29,973.75</b> |
|                                                             |        | <b>Total Direct Pay Payment 12/21/2023 1:11:14 PM - 7</b> |                                        |                                              | <b>\$29,973.75</b> |
| <b>Total Occupational Health &amp; Safety Services, LLC</b> |        |                                                           |                                        |                                              | <b>\$29,973.75</b> |

| Vendor                     | Number                                             | Reference                   | Account Number                               | Description                           | Amount          |
|----------------------------|----------------------------------------------------|-----------------------------|----------------------------------------------|---------------------------------------|-----------------|
| <b>Office Depot</b>        |                                                    |                             |                                              |                                       |                 |
|                            | <b>EFT Payment 12/21/2023 1:04:17 PM - 5</b>       |                             | <b>2023 - December - 2nd Council Meeting</b> |                                       |                 |
|                            |                                                    | <b>343960054001</b>         |                                              |                                       |                 |
|                            |                                                    |                             | <b>December Purchases</b>                    |                                       |                 |
|                            |                                                    |                             | 001-018-000-518-20-31-01                     | Office & Operational Supplies         | \$235.21        |
|                            |                                                    |                             |                                              | Office & Restroom Supplies            |                 |
|                            |                                                    | <b>Total 343960054001</b>   |                                              |                                       | <b>\$235.21</b> |
|                            | <b>Total EFT Payment 12/21/2023 1:04:17 PM - 5</b> |                             |                                              |                                       | <b>\$235.21</b> |
| <b>Total Office Depot</b>  |                                                    |                             |                                              |                                       | <b>\$235.21</b> |
| <b>O'Reilly Auto Parts</b> |                                                    |                             |                                              |                                       |                 |
|                            | <b>EFT Payment 12/21/2023 1:04:17 PM - 6</b>       |                             | <b>2023 - December - 2nd Council Meeting</b> |                                       |                 |
|                            |                                                    | <b>161818-OAP-Nov</b>       |                                              |                                       |                 |
|                            |                                                    |                             | <b>November Statement</b>                    |                                       |                 |
|                            |                                                    |                             | 001-018-000-518-30-32-02                     | Supplies/Parts - Vehicles & Equipment | \$4.94          |
|                            |                                                    |                             |                                              | October Late Payment Charges          |                 |
|                            |                                                    | <b>Total 161818-OAP-Nov</b> |                                              |                                       | <b>\$4.94</b>   |
|                            |                                                    | <b>3725-116652</b>          |                                              |                                       |                 |
|                            |                                                    |                             | <b>October Purchases</b>                     |                                       |                 |
|                            |                                                    |                             | 001-018-000-518-30-32-02                     | Supplies/Parts - Vehicles & Equipment | \$11.00         |
|                            |                                                    |                             |                                              | USBC Cable-Vehicle #7                 |                 |
|                            |                                                    | <b>Total 3725-116652</b>    |                                              |                                       | <b>\$11.00</b>  |
|                            |                                                    | <b>3725-116653</b>          |                                              |                                       |                 |
|                            |                                                    |                             | <b>October Purchases</b>                     |                                       |                 |
|                            |                                                    |                             | 001-018-000-518-30-32-02                     | Supplies/Parts - Vehicles & Equipment | \$11.00         |
|                            |                                                    |                             |                                              | Hands Free Phone Mount-Vehicle #7     |                 |
|                            |                                                    | <b>Total 3725-116653</b>    |                                              |                                       | <b>\$11.00</b>  |
|                            |                                                    | <b>3725-119311</b>          |                                              |                                       |                 |
|                            |                                                    |                             | <b>October Purchases</b>                     |                                       |                 |
|                            |                                                    |                             | 001-018-000-518-30-32-02                     | Supplies/Parts - Vehicles & Equipment | \$17.03         |
|                            |                                                    |                             |                                              | Grease Equip & Safety Light Clips     |                 |
|                            |                                                    | <b>Total 3725-119311</b>    |                                              |                                       | <b>\$17.03</b>  |
|                            |                                                    | <b>3725-119475</b>          |                                              |                                       |                 |
|                            |                                                    |                             | <b>October Purchases</b>                     |                                       |                 |
|                            |                                                    |                             | 001-018-000-518-30-32-02                     | Supplies/Parts - Vehicles & Equipment | \$181.35        |
|                            |                                                    |                             |                                              | Grease & Fittings-Mowers & Tractors   |                 |
|                            |                                                    | <b>Total 3725-119475</b>    |                                              |                                       | <b>\$181.35</b> |
|                            |                                                    | <b>3725-120268</b>          |                                              |                                       |                 |
|                            |                                                    |                             | <b>October Purchases</b>                     |                                       |                 |
|                            |                                                    |                             | 001-018-000-518-30-32-02                     | Supplies/Parts - Vehicles & Equipment | \$115.29        |
|                            |                                                    |                             |                                              | Safety Light Supplies                 |                 |
|                            |                                                    | <b>Total 3725-120268</b>    |                                              |                                       | <b>\$115.29</b> |
|                            |                                                    | <b>3725-120379</b>          |                                              |                                       |                 |
|                            |                                                    |                             | <b>October Purchases</b>                     |                                       |                 |
|                            |                                                    |                             | 001-018-000-518-30-32-02                     | Supplies/Parts - Vehicles & Equipment | \$42.87         |

| Vendor                           | Number | Reference                                          | Account Number            | Description                           | Amount          |
|----------------------------------|--------|----------------------------------------------------|---------------------------|---------------------------------------|-----------------|
|                                  |        |                                                    |                           | Antifreeze-Pressure Washers           |                 |
|                                  |        | <b>Total 3725-120379</b>                           |                           |                                       | <b>\$42.87</b>  |
|                                  |        | <b>3725-120382</b>                                 |                           |                                       |                 |
|                                  |        |                                                    | <b>October Purchases</b>  |                                       |                 |
|                                  |        |                                                    | 001-018-000-518-30-32-02  | Supplies/Parts - Vehicles & Equipment | \$42.87         |
|                                  |        |                                                    |                           | Antifreeze-Tow Behind Pressure Washer |                 |
|                                  |        | <b>Total 3725-120382</b>                           |                           |                                       | <b>\$42.87</b>  |
|                                  |        | <b>3725-120615</b>                                 |                           |                                       |                 |
|                                  |        |                                                    | <b>October Purchases</b>  |                                       |                 |
|                                  |        |                                                    | 001-018-000-518-30-32-02  | Supplies/Parts - Vehicles & Equipment | \$72.63         |
|                                  |        |                                                    |                           | Safety Light Supplies                 |                 |
|                                  |        | <b>Total 3725-120615</b>                           |                           |                                       | <b>\$72.63</b>  |
|                                  |        | <b>3725-121493</b>                                 |                           |                                       |                 |
|                                  |        |                                                    | <b>November Purchases</b> |                                       |                 |
|                                  |        |                                                    | 001-018-000-518-30-32-02  | Supplies/Parts - Vehicles & Equipment | \$48.41         |
|                                  |        |                                                    |                           | Safety Lights on Fleet                |                 |
|                                  |        | <b>Total 3725-121493</b>                           |                           |                                       | <b>\$48.41</b>  |
|                                  |        | <b>3725-121582</b>                                 |                           |                                       |                 |
|                                  |        |                                                    | <b>November Purchases</b> |                                       |                 |
|                                  |        |                                                    | 001-018-000-518-30-32-02  | Supplies/Parts - Vehicles & Equipment | \$52.83         |
|                                  |        |                                                    |                           | Windshield Wiper Blades-Vehicle #7    |                 |
|                                  |        | <b>Total 3725-121582</b>                           |                           |                                       | <b>\$52.83</b>  |
|                                  |        | <b>3725-122380</b>                                 |                           |                                       |                 |
|                                  |        |                                                    | <b>November Purchases</b> |                                       |                 |
|                                  |        |                                                    | 001-018-000-518-30-32-02  | Supplies/Parts - Vehicles & Equipment | \$27.50         |
|                                  |        |                                                    |                           | Supplies to Winterize Equipment       |                 |
|                                  |        | <b>Total 3725-122380</b>                           |                           |                                       | <b>\$27.50</b>  |
|                                  |        | <b>3725-122692</b>                                 |                           |                                       |                 |
|                                  |        |                                                    | <b>November Purchases</b> |                                       |                 |
|                                  |        |                                                    | 001-018-000-518-30-32-02  | Supplies/Parts - Vehicles & Equipment | \$35.87         |
|                                  |        |                                                    |                           | Windshield Wiper Fluid-Fleet          |                 |
|                                  |        | <b>Total 3725-122692</b>                           |                           |                                       | <b>\$35.87</b>  |
|                                  |        | <b>3725-123355</b>                                 |                           |                                       |                 |
|                                  |        |                                                    | <b>November Purchases</b> |                                       |                 |
|                                  |        |                                                    | 001-018-000-518-30-32-02  | Supplies/Parts - Vehicles & Equipment | \$39.83         |
|                                  |        |                                                    |                           | Safety Light Supplies                 |                 |
|                                  |        | <b>Total 3725-123355</b>                           |                           |                                       | <b>\$39.83</b>  |
|                                  |        | <b>3725-123482</b>                                 |                           |                                       |                 |
|                                  |        |                                                    | <b>November Purchases</b> |                                       |                 |
|                                  |        |                                                    | 001-018-000-518-30-32-02  | Supplies/Parts - Vehicles & Equipment | \$27.47         |
|                                  |        |                                                    |                           | De Icer-Fleet                         |                 |
|                                  |        | <b>Total 3725-123482</b>                           |                           |                                       | <b>\$27.47</b>  |
|                                  |        | <b>Total EFT Payment 12/21/2023 1:04:17 PM - 6</b> |                           |                                       | <b>\$730.89</b> |
| <b>Total O'Reilly Auto Parts</b> |        |                                                    |                           |                                       | <b>\$730.89</b> |

| Vendor                                  | Number             | Reference                         | Account Number                        | Description | Amount      |
|-----------------------------------------|--------------------|-----------------------------------|---------------------------------------|-------------|-------------|
| Pacifica Law Group                      |                    |                                   |                                       |             |             |
|                                         | Direct Pay         | Payment 12/21/2023 1:11:14 PM - 8 | 2023 - December - 2nd Council Meeting |             |             |
|                                         | 87132              |                                   |                                       |             |             |
|                                         |                    | November Services                 |                                       |             |             |
|                                         |                    | 001-019-000-515-41-41-01          | Legal Services-External               |             | \$2,500.00  |
|                                         |                    | 20389.1-Slavic Church             |                                       |             |             |
|                                         | Total              | 87132                             |                                       |             | \$2,500.00  |
|                                         | Total Direct Pay   | Payment 12/21/2023 1:11:14 PM - 8 |                                       |             | \$2,500.00  |
| Total Pacifica Law Group                |                    |                                   |                                       |             | \$2,500.00  |
| Pierce County Budget & Finance PW       |                    |                                   |                                       |             |             |
|                                         | 25983              |                                   | 2023 - December - 2nd Council Meeting |             |             |
|                                         | CI-344210          |                                   |                                       |             |             |
|                                         |                    | November Services                 |                                       |             |             |
|                                         |                    | 101-000-000-542-66-41-03          | Snow & Ice Control-Prof Svcs          |             | \$1,554.21  |
|                                         |                    | 410-000-000-531-38-41-12          | Storm Drainage-Drain Maint            |             | \$197.97    |
|                                         |                    | 410-000-000-531-38-41-13          | Storm Drainage-Structure Maint        |             | \$38,868.99 |
|                                         | Total CI-344210    |                                   |                                       |             | \$40,621.17 |
|                                         | CI-344214          |                                   |                                       |             |             |
|                                         |                    | November Services                 |                                       |             |             |
|                                         |                    | 101-000-000-542-30-41-10          | Roadway-Prof Svcs-Intergov Contract   |             | \$272.04    |
|                                         |                    |                                   | Maintenance Worker for MVA Rd Closure |             |             |
|                                         | Total CI-344214    |                                   |                                       |             | \$272.04    |
|                                         | Total              | 25983                             |                                       |             | \$40,893.21 |
| Total Pierce County Budget & Finance PW |                    |                                   |                                       |             | \$40,893.21 |
| Puget Sound Energy                      |                    |                                   |                                       |             |             |
|                                         | EFT Payment        | 12/21/2023 1:04:17 PM - 7         | 2023 - December - 2nd Council Meeting |             |             |
|                                         | 220033631924       | Nov 2023                          |                                       |             |             |
|                                         |                    | November Statement                |                                       |             |             |
|                                         |                    | 001-018-000-518-30-47-01          | Electricity                           |             | \$232.80    |
|                                         |                    |                                   | 10/31-11/30/23 Svcs                   |             |             |
|                                         | Total 220033631924 | Nov 2023                          |                                       |             | \$232.80    |
|                                         | 300000011233       | November 2023                     |                                       |             |             |
|                                         |                    | December Statement                |                                       |             |             |
|                                         |                    | 001-018-000-518-30-47-01          | Electricity                           |             | \$134.28    |
|                                         |                    |                                   | 10/31-12/1/23 Svc                     |             |             |
|                                         | Total 300000011233 | November 2023                     |                                       |             | \$134.28    |
|                                         | 300000011233       | Oct- Nov 2023                     |                                       |             |             |
|                                         |                    | November Statement                |                                       |             |             |
|                                         |                    | 001-018-000-518-30-47-01          | Electricity                           |             | \$4,470.40  |
|                                         |                    |                                   | 10/21-12/1/23 Svcs                    |             |             |
|                                         | Total 300000011233 | Oct- Nov 2023                     |                                       |             | \$4,470.40  |
|                                         | Total EFT Payment  | 12/21/2023 1:04:17 PM - 7         |                                       |             | \$4,837.48  |
| Total Puget Sound Energy                |                    |                                   |                                       |             | \$4,837.48  |

| Vendor                                     | Number             | Reference                                                 | Account Number                                      | Description                                                  | Amount            |
|--------------------------------------------|--------------------|-----------------------------------------------------------|-----------------------------------------------------|--------------------------------------------------------------|-------------------|
| <b>Raedeke Associates, Inc.</b>            |                    |                                                           |                                                     |                                                              |                   |
|                                            |                    | <b>Direct Pay Payment 12/21/2023 1:11:14 PM - 9</b>       | <b>2023 - December - 2nd Council Meeting</b>        |                                                              |                   |
|                                            |                    | <b>61016</b>                                              |                                                     |                                                              |                   |
|                                            |                    |                                                           | <b>Prj 2018-097 November Services</b>               |                                                              |                   |
|                                            |                    |                                                           | 310-000-000-594-76-41-03                            | Professional Svs.-Property                                   | \$2,141.55        |
|                                            |                    |                                                           |                                                     | 108f-Edgewood Community Park-Mitigation Monitoring           |                   |
|                                            |                    | <b>Total 61016</b>                                        |                                                     |                                                              | <b>\$2,141.55</b> |
|                                            |                    | <b>Total Direct Pay Payment 12/21/2023 1:11:14 PM - 9</b> |                                                     |                                                              | <b>\$2,141.55</b> |
| <b>Total Raedeke Associates, Inc.</b>      |                    |                                                           |                                                     |                                                              | <b>\$2,141.55</b> |
| <b>Refunds/Reimbursements Vendor</b>       |                    |                                                           |                                                     |                                                              |                   |
|                                            | <b>25984</b>       |                                                           | <b>2023 - December - 2nd Council Meeting</b>        |                                                              |                   |
|                                            |                    | <b>121123-PM</b>                                          |                                                     | <b>Patrick McCutcheon</b>                                    |                   |
|                                            |                    |                                                           | <b>Assignment of Funds Release #21-1339</b>         |                                                              |                   |
|                                            |                    |                                                           | 006-000-000-582-10-00-02                            | Refunds-Assignment of Funds                                  | \$3,068.75        |
|                                            |                    |                                                           |                                                     | Assignment of Funds Release 21-1339-Wetland Restoration Plan |                   |
|                                            |                    | <b>Total 121123-PM</b>                                    |                                                     |                                                              | <b>\$3,068.75</b> |
|                                            | <b>Total 25984</b> |                                                           |                                                     |                                                              | <b>\$3,068.75</b> |
|                                            | <b>25985</b>       |                                                           | <b>2023 - December - 2nd Council Meeting</b>        |                                                              |                   |
|                                            |                    | <b>121323-DO</b>                                          |                                                     | <b>Dave Olson</b>                                            |                   |
|                                            |                    |                                                           | <b>Reimb-Registration AWC City Action Days 2024</b> |                                                              |                   |
|                                            |                    |                                                           | 001-011-000-511-60-43-01                            | Travel/Training Costs                                        | \$200.00          |
|                                            |                    |                                                           |                                                     | Registration-AWC City Action Days 2024-(D.Olson)             |                   |
|                                            |                    | <b>Total 121323-DO</b>                                    |                                                     |                                                              | <b>\$200.00</b>   |
|                                            | <b>Total 25985</b> |                                                           |                                                     |                                                              | <b>\$200.00</b>   |
| <b>Total Refunds/Reimbursements Vendor</b> |                    |                                                           |                                                     |                                                              | <b>\$3,268.75</b> |
| <b>Rhay Design LLC</b>                     |                    |                                                           |                                                     |                                                              |                   |
|                                            | <b>25986</b>       |                                                           | <b>2023 - December - 2nd Council Meeting</b>        |                                                              |                   |
|                                            |                    | <b>121023-RD</b>                                          |                                                     |                                                              |                   |
|                                            |                    |                                                           | <b>Winter 2023 Magazine Services</b>                |                                                              |                   |
|                                            |                    |                                                           | 001-018-000-518-20-49-05                            | Printing & Binding-Magazine                                  | \$2,000.00        |
|                                            |                    |                                                           |                                                     | Winter 2023 Magazine Services                                |                   |
|                                            |                    | <b>Total 121023-RD</b>                                    |                                                     |                                                              | <b>\$2,000.00</b> |
|                                            | <b>Total 25986</b> |                                                           |                                                     |                                                              | <b>\$2,000.00</b> |
| <b>Total Rhay Design LLC</b>               |                    |                                                           |                                                     |                                                              | <b>\$2,000.00</b> |
| <b>SCJ Alliance</b>                        |                    |                                                           |                                                     |                                                              |                   |
|                                            |                    | <b>Direct Pay Payment 12/21/2023 1:11:14 PM - 10</b>      | <b>2023 - December - 2nd Council Meeting</b>        |                                                              |                   |
|                                            |                    | <b>74677</b>                                              |                                                     |                                                              |                   |
|                                            |                    |                                                           | <b>Prj 23-001028 Edgewood Sign Brochures</b>        |                                                              |                   |
|                                            |                    |                                                           | 004-058-000-558-60-41-03                            | Professional Services - Non reimbursable                     | \$2,384.00        |

| Vendor                               | Number                                                     | Reference                                                  | Account Number | Description                                  | Amount            |
|--------------------------------------|------------------------------------------------------------|------------------------------------------------------------|----------------|----------------------------------------------|-------------------|
|                                      |                                                            |                                                            |                | Edgewood Sign Brochures                      |                   |
|                                      |                                                            | <b>Total 74677</b>                                         |                |                                              | <b>\$2,384.00</b> |
|                                      |                                                            | <b>Total Direct Pay Payment 12/21/2023 1:11:14 PM - 10</b> |                |                                              | <b>\$2,384.00</b> |
| <b>Total SCJ Alliance</b>            |                                                            |                                                            |                |                                              | <b>\$2,384.00</b> |
| <b>Shell</b>                         |                                                            |                                                            |                |                                              |                   |
|                                      | <b>EFT Payment 12/21/2023 1:04:17 PM - 8</b>               |                                                            |                | <b>2023 - December - 2nd Council Meeting</b> |                   |
|                                      | <b>93749811</b>                                            |                                                            |                |                                              |                   |
|                                      |                                                            | <b>November Statement</b>                                  |                |                                              |                   |
|                                      |                                                            | 001-018-000-518-30-32-01                                   |                | Fuel                                         | \$2,250.12        |
|                                      |                                                            |                                                            |                | November Statement                           |                   |
|                                      |                                                            | <b>Total 93749811</b>                                      |                |                                              | <b>\$2,250.12</b> |
|                                      | <b>Total EFT Payment 12/21/2023 1:04:17 PM - 8</b>         |                                                            |                |                                              | <b>\$2,250.12</b> |
| <b>Total Shell</b>                   |                                                            |                                                            |                |                                              | <b>\$2,250.12</b> |
| <b>Smarsh, Inc.</b>                  |                                                            |                                                            |                |                                              |                   |
|                                      | <b>EFT Payment 12/21/2023 1:04:17 PM - 9</b>               |                                                            |                | <b>2023 - December - 2nd Council Meeting</b> |                   |
|                                      | <b>INV-135132</b>                                          |                                                            |                |                                              |                   |
|                                      |                                                            | <b>11/1-11/30/23 Web Archiving</b>                         |                |                                              |                   |
|                                      |                                                            | 001-018-000-518-85-49-03                                   |                | Computer Subscriptions                       | \$1.76            |
|                                      |                                                            |                                                            |                | 11/1-11/30/23 Web Archiving                  |                   |
|                                      |                                                            | <b>Total INV-135132</b>                                    |                |                                              | <b>\$1.76</b>     |
|                                      | <b>Total EFT Payment 12/21/2023 1:04:17 PM - 9</b>         |                                                            |                |                                              | <b>\$1.76</b>     |
| <b>Total Smarsh, Inc.</b>            |                                                            |                                                            |                |                                              | <b>\$1.76</b>     |
| <b>SS Landscaping Services</b>       |                                                            |                                                            |                |                                              |                   |
|                                      | <b>Direct Pay Payment 12/21/2023 1:11:14 PM - 11</b>       |                                                            |                | <b>2023 - December - 2nd Council Meeting</b> |                   |
|                                      | <b>57635</b>                                               |                                                            |                |                                              |                   |
|                                      |                                                            | <b>December Services</b>                                   |                |                                              |                   |
|                                      |                                                            | 101-000-000-542-70-48-04                                   |                | Roadside- ROW Veg Maint Contractor           | \$2,593.21        |
|                                      |                                                            |                                                            |                | Landscape Maintenance Services for December  |                   |
|                                      |                                                            | <b>Total 57635</b>                                         |                |                                              | <b>\$2,593.21</b> |
|                                      | <b>Total Direct Pay Payment 12/21/2023 1:11:14 PM - 11</b> |                                                            |                |                                              | <b>\$2,593.21</b> |
| <b>Total SS Landscaping Services</b> |                                                            |                                                            |                |                                              | <b>\$2,593.21</b> |



| Vendor                                              | Number           | Reference                          | Account Number                                  | Description                              | Amount            |
|-----------------------------------------------------|------------------|------------------------------------|-------------------------------------------------|------------------------------------------|-------------------|
| <b>State Auditor's Office</b>                       |                  |                                    |                                                 |                                          |                   |
|                                                     | Direct Pay       | Payment 12/21/2023 1:11:14 PM - 12 | 2023 - December - 2nd Council Meeting           |                                          |                   |
|                                                     |                  | L158066                            |                                                 |                                          |                   |
|                                                     |                  |                                    | Audit No. 56577                                 |                                          |                   |
|                                                     |                  |                                    | 001-019-000-514-23-41-01                        | State Auditor                            | \$1,037.61        |
|                                                     |                  |                                    | 2022 Federal Audit                              |                                          |                   |
|                                                     |                  | Total L158066                      |                                                 |                                          | <b>\$1,037.61</b> |
|                                                     | Total Direct Pay | Payment 12/21/2023 1:11:14 PM - 12 |                                                 |                                          | <b>\$1,037.61</b> |
| <b>Total State Auditor's Office</b>                 |                  |                                    |                                                 |                                          | <b>\$1,037.61</b> |
| <b>Sterling Automotive Service</b>                  |                  |                                    |                                                 |                                          |                   |
|                                                     | 25987            |                                    | 2023 - December - 2nd Council Meeting           |                                          |                   |
|                                                     |                  | 0007032                            |                                                 |                                          |                   |
|                                                     |                  |                                    | December Services                               |                                          |                   |
|                                                     |                  |                                    | 001-018-000-518-30-48-07                        | Maintenance & Repairs-Vehicles           | \$80.06           |
|                                                     |                  |                                    | Oil Change Vehicle #14                          |                                          |                   |
|                                                     |                  | Total 0007032                      |                                                 |                                          | <b>\$80.06</b>    |
|                                                     | Total 25987      |                                    |                                                 |                                          | <b>\$80.06</b>    |
| <b>Total Sterling Automotive Service</b>            |                  |                                    |                                                 |                                          | <b>\$80.06</b>    |
| <b>Tacoma-Pierce County Health Department</b>       |                  |                                    |                                                 |                                          |                   |
|                                                     | 25988            |                                    | 2023 - December - 2nd Council Meeting           |                                          |                   |
|                                                     |                  | 2023-00000081                      |                                                 |                                          |                   |
|                                                     |                  |                                    | 2023 Natural Yard Care Webinars                 |                                          |                   |
|                                                     |                  |                                    | 410-000-000-531-38-41-01                        | Professional Service                     | \$2,900.00        |
|                                                     |                  |                                    | 2023 Natural Yard Care Webinars                 |                                          |                   |
|                                                     |                  | Total 2023-00000081                |                                                 |                                          | <b>\$2,900.00</b> |
|                                                     | Total 25988      |                                    |                                                 |                                          | <b>\$2,900.00</b> |
| <b>Total Tacoma-Pierce County Health Department</b> |                  |                                    |                                                 |                                          | <b>\$2,900.00</b> |
| <b>Transpo Group</b>                                |                  |                                    |                                                 |                                          |                   |
|                                                     | Direct Pay       | Payment 12/21/2023 1:11:14 PM - 13 | 2023 - December - 2nd Council Meeting           |                                          |                   |
|                                                     |                  | 31540                              |                                                 |                                          |                   |
|                                                     |                  |                                    | Prj. 1.21147.00 Jovita Mini Storage Concurrency |                                          |                   |
|                                                     |                  |                                    | 004-058-000-558-60-41-03                        | Professional Services - Non reimbursable | \$2,800.00        |
|                                                     |                  |                                    | Jovita Mini Storage Concurrency                 |                                          |                   |
|                                                     |                  | Total 31540                        |                                                 |                                          | <b>\$2,800.00</b> |
|                                                     | Total Direct Pay | Payment 12/21/2023 1:11:14 PM - 13 |                                                 |                                          | <b>\$2,800.00</b> |
| <b>Total Transpo Group</b>                          |                  |                                    |                                                 |                                          | <b>\$2,800.00</b> |
| <b>Transportation Solutions</b>                     |                  |                                    |                                                 |                                          |                   |
|                                                     | 25989            |                                    | 2023 - December - 2nd Council Meeting           |                                          |                   |
|                                                     |                  | 19497                              |                                                 |                                          |                   |
|                                                     |                  |                                    | Prj 221033 SR 161 Prelim Design Study           |                                          |                   |
|                                                     |                  |                                    | 101-000-000-542-30-41-01                        | Roadway-Professional Service             | \$1,078.05        |
|                                                     |                  |                                    | SR161 Preliminary Design Study                  |                                          |                   |

| Vendor                                  | Number                                             | Reference                        | Account Number           | Description                                                    | Amount            |
|-----------------------------------------|----------------------------------------------------|----------------------------------|--------------------------|----------------------------------------------------------------|-------------------|
|                                         |                                                    |                                  | 340-000-000-595-10-41-01 | Design Eng. - SR161/Meridian                                   | \$4,312.20        |
|                                         |                                                    |                                  |                          | SR161 Preliminary Design Study                                 |                   |
|                                         |                                                    | <b>Total 19497</b>               |                          |                                                                | <b>\$5,390.25</b> |
|                                         | <b>Total 25989</b>                                 |                                  |                          |                                                                | <b>\$5,390.25</b> |
| <b>Total Transportation Solutions</b>   |                                                    |                                  |                          |                                                                | <b>\$5,390.25</b> |
| <b>US Bank ACH/EFT</b>                  |                                                    |                                  |                          |                                                                |                   |
|                                         | <b>EFT Payment 12/21/2023 1:11:01 PM - 1</b>       |                                  |                          | <b>2023 - December - 2nd Council Meeting</b>                   |                   |
|                                         | <b>120723-US Bank</b>                              |                                  |                          |                                                                |                   |
|                                         |                                                    | <b>November Safekeeping Fees</b> |                          |                                                                |                   |
|                                         |                                                    | 001-019-000-514-20-42-05         |                          | Bank & Bond Fees                                               | \$30.00           |
|                                         |                                                    |                                  |                          | November Safekeeping Fees                                      |                   |
|                                         |                                                    | <b>Total 120723-US Bank</b>      |                          |                                                                | <b>\$30.00</b>    |
|                                         | <b>Total EFT Payment 12/21/2023 1:11:01 PM - 1</b> |                                  |                          |                                                                | <b>\$30.00</b>    |
| <b>Total US Bank ACH/EFT</b>            |                                                    |                                  |                          |                                                                | <b>\$30.00</b>    |
| <b>US Bank Corporate Payment System</b> |                                                    |                                  |                          |                                                                |                   |
|                                         | <b>EFT Payment 12/21/2023 1:04:17 PM - 10</b>      |                                  |                          | <b>2023 - December - 2nd Council Meeting</b>                   |                   |
|                                         | <b>112723-US Bank</b>                              |                                  |                          |                                                                |                   |
|                                         |                                                    | <b>November Statement</b>        |                          |                                                                |                   |
|                                         |                                                    | 001-018-000-518-20-31-53         |                          | PPE-Personal Protective Equipment                              | \$605.53          |
|                                         |                                                    |                                  |                          | H.Auelua-Sportco-PPE (T.Pettie)                                |                   |
|                                         |                                                    | 001-018-000-518-20-49-11         |                          | City Employee Team Building                                    | \$22.00           |
|                                         |                                                    |                                  |                          | J.Bartelson-Costco-Plates-Staff Meeting Lunch (BE Team)        |                   |
|                                         |                                                    | 001-018-000-518-20-49-11         |                          | City Employee Team Building                                    | \$385.87          |
|                                         |                                                    |                                  |                          | J.Bartelson-Vintage Bee Coffee-Coffee Cart (BE Team)           |                   |
|                                         |                                                    | 001-018-000-518-20-49-11         |                          | City Employee Team Building                                    | \$71.40           |
|                                         |                                                    |                                  |                          | J.Bartelson-Pizza Hut-Staff Meeting Lunch (BE Team)            |                   |
|                                         |                                                    | 001-018-000-518-30-32-02         |                          | Supplies/Parts - Vehicles & Equipment                          | \$6.30            |
|                                         |                                                    |                                  |                          | B.Whitman-Milton Ace-Hardware for Strobes                      |                   |
|                                         |                                                    | 001-018-000-518-30-32-02         |                          | Supplies/Parts - Vehicles & Equipment                          | \$18.47           |
|                                         |                                                    |                                  |                          | B.Whitman-Melton Ace-Hardware for Strobes                      |                   |
|                                         |                                                    | 001-018-000-518-30-32-02         |                          | Supplies/Parts - Vehicles & Equipment                          | \$44.58           |
|                                         |                                                    |                                  |                          | B.Whitman-Metal Supermarket-Channel for Strobes on Vehicle #12 |                   |
|                                         |                                                    | 001-018-000-518-85-49-03         |                          | Computer Subscriptions                                         | \$69.00           |
|                                         |                                                    |                                  |                          | M.Ray-Netflare-Email Health Monitoring Service                 |                   |
|                                         |                                                    | 001-018-000-518-85-49-03         |                          | Computer Subscriptions                                         | \$78.83           |
|                                         |                                                    |                                  |                          | M.Ray-FLICKR-Picture Hosting Annual Subscription               |                   |
|                                         |                                                    | 001-018-000-518-85-49-04         |                          | Subscriptions                                                  | \$588.00          |
|                                         |                                                    |                                  |                          | J.S-Herrera-iStock-Annual Photo Use Subscription               |                   |
|                                         |                                                    | 001-019-000-514-20-43-01         |                          | Travel & Training Costs                                        | \$40.00           |
|                                         |                                                    |                                  |                          | J.S-Herrera-MRSC-Online Training (PRA Case Law)                |                   |
|                                         |                                                    | 001-076-000-576-80-31-01         |                          | Operational Supplies                                           | \$101.90          |
|                                         |                                                    |                                  |                          | T.Roland-Milton Ace-Tools for Nature Park Trail and Vehicle #7 |                   |
|                                         |                                                    | 001-076-000-576-80-31-01         |                          | Operational Supplies                                           | \$10.30           |
|                                         |                                                    |                                  |                          | B.Whitman-WA St Dept of AG-Pesticide License Renewal 2024      |                   |

| Vendor                                       | Number | Reference | Account Number                                                          | Description                    | Amount     |
|----------------------------------------------|--------|-----------|-------------------------------------------------------------------------|--------------------------------|------------|
|                                              |        |           | 001-076-000-576-80-31-01                                                | Operational Supplies           | \$26.43    |
|                                              |        |           | B.Whitman-Costco-Shelf for Shop                                         |                                |            |
|                                              |        |           | 001-076-000-576-80-31-01                                                | Operational Supplies           | \$26.43    |
|                                              |        |           | B.Whitman-Costco-Shelf for Shop Hardware                                |                                |            |
|                                              |        |           | 001-076-000-576-80-31-02                                                | Recreation Activities & Events | \$52.72    |
|                                              |        |           | J.Bartelson-Hobby Lobby-Holiday Bows 2023-Tree Lighting Event           |                                |            |
|                                              |        |           | 001-076-000-576-80-31-02                                                | Recreation Activities & Events | \$10.99    |
|                                              |        |           | J.Bartelson-Costco-Whipped Cream-2023 Tree Lighting Event               |                                |            |
|                                              |        |           | 001-076-000-576-80-31-02                                                | Recreation Activities & Events | \$268.83   |
|                                              |        |           | J.Bartelson-Costco-Supplies-2023 Tree Lighting Event                    |                                |            |
|                                              |        |           | 001-076-000-576-80-31-02                                                | Recreation Activities & Events | \$48.20    |
|                                              |        |           | J.Bartelson-Walmart-Lobby Decor 2023 Tree Lighting Event                |                                |            |
|                                              |        |           | 004-058-000-558-50-41-01                                                | Professional Services          | \$674.34   |
|                                              |        |           | J.Fairbanks-National Construction-1311 Meridian Ave E Fence Rental Fire |                                |            |
|                                              |        |           | 004-058-000-558-50-43-01                                                | Travel/Training Costs          | \$367.16   |
|                                              |        |           | J.Tumelson-Marcus Whitman Hotel-Lodging WABO Fall Meeting               |                                |            |
|                                              |        |           | 004-058-000-558-50-43-04                                                | Meals Expense                  | \$29.00    |
|                                              |        |           | J.Tumelson-LaRamada Mexican Restaurant-Dinner WABO Meeting              |                                |            |
|                                              |        |           | 004-058-000-558-50-49-01                                                | Memberships                    | \$105.00   |
|                                              |        |           | J.Tumelson-WABO-Annual Membership                                       |                                |            |
|                                              |        |           | 004-058-000-558-50-49-01                                                | Memberships                    | \$50.00    |
|                                              |        |           | D.Davis-WABO-COAP Admin and Tech Fees                                   |                                |            |
|                                              |        |           | 004-058-000-558-50-49-01                                                | Memberships                    | \$50.00    |
|                                              |        |           | J.Curbow-WABP-COAP Winter Qtr Admin and Tech Fees                       |                                |            |
|                                              |        |           | 101-000-000-542-70-31-01                                                | Roadside-Operational Supplies  | \$52.84    |
|                                              |        |           | B.Whitman-Costco-Shelf for Shop                                         |                                |            |
|                                              |        |           | 101-000-000-542-70-31-01                                                | Roadside-Operational Supplies  | \$52.84    |
|                                              |        |           | B.Whitman-Costco-Shelf for Shop Hardware                                |                                |            |
|                                              |        |           | 101-000-000-542-70-31-01                                                | Roadside-Operational Supplies  | \$20.60    |
|                                              |        |           | B.Whitman-WA St Dept of AG-Pesticide License Renewal 2024               |                                |            |
|                                              |        |           | 410-000-000-531-38-31-01                                                | Operational Supplies           | \$52.84    |
|                                              |        |           | B.Whitman-Costco-Shelf for Shop Hardware                                |                                |            |
|                                              |        |           | 410-000-000-531-38-31-01                                                | Operational Supplies           | \$52.84    |
|                                              |        |           | B.Whitman-Costco-Shelf for Shop                                         |                                |            |
|                                              |        |           | 410-000-000-531-38-31-01                                                | Operational Supplies           | \$20.60    |
|                                              |        |           | B.Whitman-WA St Dept of AG-Pesticide License Renewal 2024               |                                |            |
|                                              |        |           | 410-000-000-531-38-43-01                                                | Training/Travel Costs          | \$250.00   |
|                                              |        |           | H.Auelua-ECO-CESCL Class Training                                       |                                |            |
|                                              |        |           | 650-000-000-589-30-00-09                                                | Suspense                       | (\$750.00) |
|                                              |        |           | B.Whitman-PayPal-Credit for Fraudulent Charge                           |                                |            |
| Total 112723-US Bank                         |        |           |                                                                         |                                | \$3,503.84 |
| Total EFT Payment 12/21/2023 1:04:17 PM - 10 |        |           |                                                                         |                                | \$3,503.84 |
| Total US Bank Corporate Payment System       |        |           |                                                                         |                                | \$3,503.84 |

| Vendor                                      | Number                                              | Reference           | Account Number                               | Description                                                   | Amount       |
|---------------------------------------------|-----------------------------------------------------|---------------------|----------------------------------------------|---------------------------------------------------------------|--------------|
| Utilities Underground Location Center       |                                                     |                     |                                              |                                                               |              |
|                                             | Direct Pay Payment 12/21/2023 1:11:14 PM - 14       |                     | 2023 - December - 2nd Council Meeting        |                                                               |              |
|                                             |                                                     | 3110147             |                                              |                                                               |              |
|                                             |                                                     |                     | November Services                            |                                                               |              |
|                                             |                                                     |                     | 410-000-000-531-38-49-09                     | Misc. Fees & Charges                                          | \$74.82      |
|                                             |                                                     |                     |                                              | Utility Locating Svs. for November                            |              |
|                                             |                                                     | Total 3110147       |                                              |                                                               | \$74.82      |
|                                             | Total Direct Pay Payment 12/21/2023 1:11:14 PM - 14 |                     |                                              |                                                               | \$74.82      |
| Total Utilities Underground Location Center |                                                     |                     |                                              |                                                               | \$74.82      |
|                                             |                                                     |                     |                                              |                                                               |              |
| WA Assoc. of Building Officials             |                                                     |                     |                                              |                                                               |              |
|                                             | 25990                                               |                     | 2023 - December - 2nd Council Meeting        |                                                               |              |
|                                             |                                                     | 45396               |                                              |                                                               |              |
|                                             |                                                     |                     | WABO Building Official Accreditation Program |                                                               |              |
|                                             |                                                     |                     | 004-058-000-558-50-43-01                     | Travel/Training Costs                                         | \$360.00     |
|                                             |                                                     |                     |                                              | WABO Building Official Accreditation Program PT 102-(D.Davis) |              |
|                                             |                                                     | Total 45396         |                                              |                                                               | \$360.00     |
|                                             | Total 25990                                         |                     |                                              |                                                               | \$360.00     |
| Total WA Assoc. of Building Officials       |                                                     |                     |                                              |                                                               | \$360.00     |
|                                             |                                                     |                     |                                              |                                                               |              |
| Whistle Workwear / Workworld                |                                                     |                     |                                              |                                                               |              |
|                                             | Direct Pay Payment 12/21/2023 1:11:14 PM - 15       |                     | 2023 - December - 2nd Council Meeting        |                                                               |              |
|                                             |                                                     | INV2040004224       |                                              |                                                               |              |
|                                             |                                                     |                     | December Purchases                           |                                                               |              |
|                                             |                                                     |                     | 001-018-000-518-20-31-54                     | Work Clothing/Uniforms                                        | \$178.39     |
|                                             |                                                     |                     |                                              | Pant, Vest, Sweatshirt-(J.Privett)                            |              |
|                                             |                                                     | Total INV2040004224 |                                              |                                                               | \$178.39     |
|                                             |                                                     | INV2040004298       |                                              |                                                               |              |
|                                             |                                                     |                     | December Purchases                           |                                                               |              |
|                                             |                                                     |                     | 001-018-000-518-20-31-54                     | Work Clothing/Uniforms                                        | \$59.38      |
|                                             |                                                     |                     |                                              | (2) Graphic LS T-shirts-(H.Auelua)                            |              |
|                                             |                                                     | Total INV2040004298 |                                              |                                                               | \$59.38      |
|                                             | Total Direct Pay Payment 12/21/2023 1:11:14 PM - 15 |                     |                                              |                                                               | \$237.77     |
| Total Whistle Workwear / Workworld          |                                                     |                     |                                              |                                                               | \$237.77     |
|                                             |                                                     |                     |                                              |                                                               |              |
| Grand Total                                 | Vendor Count                                        | 38                  |                                              |                                                               | \$241,784.75 |



## City Of Edgewood Council Agenda Summary Sheet

|                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Subject:</b><br><b>AB23-0694</b> - Resolution 23-0694 Verra Mobility Photo Enforcement Services Agreement                                                                                                  | <b>Agenda Item #:</b> 4.D                                                                                                                                                                                                                                                                                                                                                                                              |
|                                                                                                                                                                                                               | <b>For Agenda of:</b> 12/26/2023                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                                                                                                                                                               | <b>Prepared by:</b> Dave Gray, Ann Marie Soto                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Attachments (list):</b><br>1. Resolution 23-0694 Amendment to Professional Services Agreement Verra Mobility<br>2. Edgewood WA 2023 Amendment to Agreement - 12.1 Jb Sign<br>3. 2023 School Camera Revenue |                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Approval of Materials:</b><br>Dave Gray, Ann Marie Soto<br>Rachel Pitzel, City Clerk/HR<br>Director 12/21/2023<br>Dave Gray 12/21/2023<br>Daryl Eidinger 12/21/2023                                        | <b>Expenditure Required:</b><br>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. |
|                                                                                                                                                                                                               | <b>Amount Budgeted:</b><br>2024 Appropriated budget is \$399,000                                                                                                                                                                                                                                                                                                                                                       |
|                                                                                                                                                                                                               | <b>Timeline:</b>                                                                                                                                                                                                                                                                                                                                                                                                       |

### 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:

Approved for presentation of council action on the Consent Agenda.

### Fiscal Note/Consideration:

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

## **RESOLUTION NO. 23-0694**

**A RESOLUTION OF THE CITY OF EDGEWOOD, WASHINGTON, RELATING TO TRAFFIC CODE ENFORCEMENT, AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE ORIGINAL 2018 PROFESSIONAL SERVICES AGREEMENT WITH AMERICAN TRAFFIC SOLUTIONS (ATS), dba AS VERRA MOBILITY, FOR TRAFFIC CAMERAS 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 camera revenue trends since the camera program was installed in 2018 that shows an overall decrease in ticketing incidence indicating traffic calming is occurring as a result of the cameras, and

**WHEREAS**, the city has enjoyed a trouble free relationship with Verra Mobility and the program overall, would experience significant additional cost to remove and replace the camera hardware, is not compelled by law to rebid the agreement, and has negotiated a fixed price without cost escalators for the five year extension called out in the agreement.

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

**Section 1.** The City Council hereby authorizes the Mayor to sign the Amendment to 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.** Effective Date. This resolution will take effect immediately upon passage by the City Council.

**ADOPTED THIS 26<sup>th</sup> DAY OF DECEMBER, 2023**

---

Daryl Eidinger, Mayor

**ATTEST:**

---

Rachel Pitzel, CMC  
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 31<sup>st</sup> 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

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 |

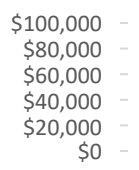
OTHER INFRACTIONS

|       | 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 |

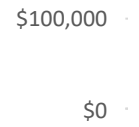
| Sep      | Oct       | Nov       | Dec       | Gross Revenue | Camera Cost | Net Revenue       |
|----------|-----------|-----------|-----------|---------------|-------------|-------------------|
| \$15,427 | \$76,884  | \$67,542  | \$57,886  | \$515,748     | \$306,000   | <b>\$209,748</b>  |
| \$14,821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



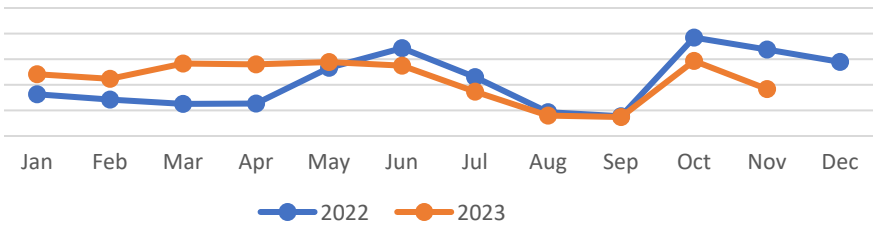
| Sep      | Oct     | Nov     | Dec      | Gross Revenue | Camera Cost | Net Revenue     |
|----------|---------|---------|----------|---------------|-------------|-----------------|
| \$3,619  | \$1,516 | \$2,168 | \$1,807  | \$28,531      |             | <b>\$28,531</b> |
| \$2,515  | \$920   | \$1,283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



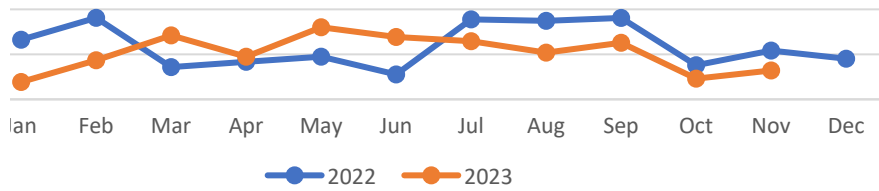
| Sep      | Oct       | Nov       | Dec       | Gross Revenue | Camera Cost | Net Revenue       |
|----------|-----------|-----------|-----------|---------------|-------------|-------------------|
| \$19,046 | \$78,400  | \$69,710  | \$59,693  | \$544,279     | \$306,000   | <b>\$238,279</b>  |
| \$17,336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



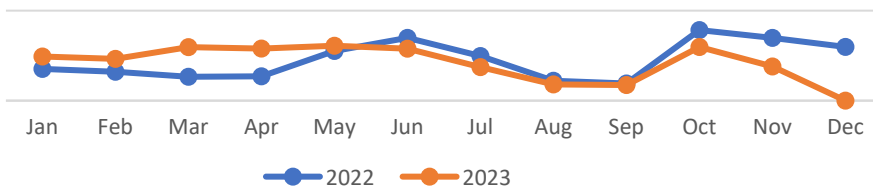
### School Camera Infraction Revenue



### Other Infraction Revenue



### Total Infraction Revenue





## City Of Edgewood Council Agenda Summary Sheet

|                                                                                                                                                                                                                                           |                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| <b>Subject:</b><br>AB23-0695 - Resolution 23-0695 Edgewood Middle Housing<br>- Grant Approval                                                                                                                                             | <b>Agenda Item #:</b> 4.E                                                                                       |
|                                                                                                                                                                                                                                           | <b>For Agenda of:</b> 12/26/2023                                                                                |
|                                                                                                                                                                                                                                           | <b>Prepared by:</b> Lauren Balisky, Evan Hietpas                                                                |
| <b>Attachments (list):</b> <ol style="list-style-type: none"><li>1. Edgewood- Award Letter</li><li>2. Final Unsigned Resolution 23-0695 - Commerce Middle Housing Grant</li><li>3. EXHIBIT A - Final Unsigned Edgewood Contract</li></ol> |                                                                                                                 |
| <b>Approval of Materials:</b><br>Lauren Balisky, Evan Hietpas<br>Rachel Pitzel, City Clerk/HR<br>Director 12/21/2023<br>Dave Gray 12/21/2023<br>Daryl Eidinger 12/21/2023                                                                 | <b>Expenditure Required:</b><br>None                                                                            |
|                                                                                                                                                                                                                                           | <b>Amount Budgeted:</b><br>N/A                                                                                  |
|                                                                                                                                                                                                                                           | <b>Timeline:</b><br><del>December 19, 2023 - Study Session</del><br>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:

Adopt AB23-0695 - Resolution 23-0695 Edgewood Middle Housing - Grant Approval .

Alternatives:

1. Do not adopt **AB23-0695** - Resolution 23-0695 Edgewood Middle Housing - Grant Approval to accept the \$40,000 in grant money from Commerce, and complete the mandatory code update with City funds instead.

**Fiscal Note/Consideration:**



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](mailto: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



**RESOLUTION NO. 23-0695**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERAGENCY AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF COMMERCE FOR A MIDDLE HOUSING GRANT.**

**WHEREAS**, in 2023, the Washington State Legislature passed House Bill (“HB”) 1110, amending State law to require cities, such as Edgewood, to provide for middle housing; and

**WHEREAS**, HB 1110 requires the City to amend its Comprehensive Plan and the Edgewood Municipal Code to implement middle housing by applicable statutory deadlines; and

**WHEREAS**, the Washington State Department of Commerce awarded the City with a grant in order to complete the City’s work on developing middle housing policies and regulations in accordance with HB 1110;

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

**Section 1. Agreement Authorized.** The Mayor is hereby authorized to execute an interagency agreement with the Washington State Department of Commerce for a middle housing grant as set forth in the Agreement and scope of work attached hereto and incorporated herein as Exhibit A.

**Section 2. Effective Date.** This resolution will take effect immediately upon passage by the City Council.

**ADOPTED THIS 26<sup>TH</sup> DAY OF DECEMBER, 2023**

\_\_\_\_\_  
Daryl Eiding, Mayor

**ATTEST:**

\_\_\_\_\_  
Rachel Pitzel, CMC  
City Clerk

**Exhibit A**  
(Proposed Agreement and Scope of Work)



**Interagency Agreement with  
Edgewood  
through  
Growth Management Services**

**Contract Number:**

24-63326-114

**For**

**Middle Housing Grant**

**Dated:**

Date of Execution

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## Face Sheet

Contract Number: 24-63326-114

### Local Government Division Growth Management Services Middle Housing Grants

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                        |                                                                                                                                                                                   |                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| <b>1. Contractor</b><br>Edgewood<br>2224 104th Ave E<br>Edgewood, WA-98372                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                        | <b>2. Regional Planner</b><br><br>Valerie Smith<br>Valerie.Smith@commerce.wa.gov                                                                                                  |                                     |
| <b>3. Contractor Representative</b><br>Evan Hietpas<br>Senior Planner<br>253-831-4254<br>evan@cityofedgewood.org                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                        | <b>4. COMMERCE Representative</b><br>Anne Aurelia Fritzel<br>Housing Planning Manager<br>360-259-5216<br>Anne.Fritzel@commerce.wa.gov<br>1011 Plum Street SE<br>Olympia, WA 98504 |                                     |
| <b>5. Contract Amount</b><br>\$40000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>6. Funding Source</b><br>Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/> | <b>7. Start Date</b><br>Date of Execution                                                                                                                                         | <b>8. End Date</b><br>June 15, 2025 |
| <b>9. Federal Funds (as applicable)</b><br>N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                        | <b>Federal Agency:</b><br>N/A<br><b>ALN</b><br>N/A                                                                                                                                |                                     |
| <b>10. Tax ID #</b><br>N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>11. SWV #</b><br>0007706                                                                                                                                            | <b>12. UBI #</b><br>601-671-344                                                                                                                                                   | <b>13. UEI #</b><br>N/A             |
| <b>14. Contract Purpose</b><br>For activities that support the preparation and adoption of policies and/or codes and other measures specific to implement middle housing (RCW 36.70A.030(26)) by applicable statutory deadlines.                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                        |                                                                                                                                                                                   |                                     |
| COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, and Attachment "B" – Budget. |                                                                                                                                                                        |                                                                                                                                                                                   |                                     |
| <b>FOR CONTRACTOR</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                        | <b>FOR COMMERCE</b>                                                                                                                                                               |                                     |
| Daryl Eidinger, Mayor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                        | _____                                                                                                                                                                             |                                     |
| Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                        | Mark K. Barkley, Assistant Director<br>Local Government Division                                                                                                                  |                                     |
| _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                        | _____                                                                                                                                                                             |                                     |
| Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                        | Date                                                                                                                                                                              |                                     |
| _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                        | <b>APPROVED AS TO FORM ONLY<br/>BY ASSISTANT ATTORNEY GENERAL<br/>APPROVAL ON FILE</b>                                                                                            |                                     |

## **Special Terms and Conditions**

### **1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

### **2. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$40000 (forty thousand dollars), for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

### **4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of deliverables provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63326-114.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

#### **Invoices and End of Fiscal Year**

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

#### **Duplication of Billed Costs**

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service. Any payment made by COMMERCE for costs that are determined to be duplicate, in Commerce's sole determination, shall be subject to recapture and may result in suspension or termination of this Contract.

#### Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

#### **5. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

#### **6. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program or local government risk pool, and shall be responsible for losses for which it is found liable.

**Commented [AS1]:** Edgewood is not self-insured.

#### **7. FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

#### **8. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget



Washington State  
Department of  
Commerce

## **General Terms and Conditions**

### **1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### **2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

### **3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

### **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

A. "Confidential Information" as used in this section includes:

- i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and





iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE or as agreed to by COMMERCE and the Contractor. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## 6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## 7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make



a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

#### **15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

#### **16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

#### **17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

#### **18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

#### **19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or



acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

## **20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.



- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**21. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

### **Attachment A: Scope of Work**

| <b>Grant Objective:</b> Implement House Bill 1110 to support the development of middle housing. |                                                                                                                                 |                      |                         |
|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------|
| <b>Actions/Steps/<br/>Deliverables</b>                                                          | <b>Description</b>                                                                                                              | <b>Start Date</b>    | <b>End Date</b>         |
| <b>Action 1</b>                                                                                 | <b>Middle Housing Public Participation Plan</b>                                                                                 | <b>November 2023</b> | <b>January 2024</b>     |
| Step 1.1                                                                                        | Develop middle housing public participation plan                                                                                |                      | January 2024            |
| <b>Deliverable 1</b>                                                                            | <b>Middle Housing Public Participation Plan</b>                                                                                 |                      | <b>January 31, 2024</b> |
| <b>Action 2</b>                                                                                 | <b>First Draft Middle Housing Development Regulation Amendments</b>                                                             | <b>November 2023</b> | <b>June 2024</b>        |
| 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                |
| <b>Deliverable 2</b>                                                                            | <b>First Draft Middle Housing ordinance</b>                                                                                     |                      | <b>June 15, 2024</b>    |
| <b>Action 3</b>                                                                                 | <b>Public Informational Materials and Results</b>                                                                               | <b>November 2023</b> | <b>March 2025</b>       |
| 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         |
| <b>Deliverable 3</b> | <b>Public Participation Results Report, with informational materials used to engage the public informational materials</b>                                                                                                                                                                                         |                      | <b>March 31, 2025</b> |
| <b>Action 4</b>      | <b>Adopt Middle Housing development regulation amendments</b>                                                                                                                                                                                                                                                      | <b>February 2025</b> | <b>June 2025</b>      |
| 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              |
| <b>Deliverable 4</b> | <b>Adopted Middle Housing ordinance</b>                                                                                                                                                                                                                                                                            |                      | <b>June 15, 2025</b>  |

### **Attachment B: Budget**

|                                                                                                                                 |                |
|---------------------------------------------------------------------------------------------------------------------------------|----------------|
| Grant Objective: Implement House Bill 1110 to support the development of middle housing.                                        | Commerce Funds |
| <b>2024 Fiscal Year</b>                                                                                                         |                |
| Deliverable 1. Public Participation Plan                                                                                        | \$10,000       |
| Deliverable 2. First Draft Middle Housing ordinance                                                                             | \$10,000       |
| <b>2025 Fiscal Year</b>                                                                                                         |                |
| 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       |





## City Of Edgewood Council Agenda Summary Sheet

|                                                                                                                            |                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Subject:</b><br><b>AB23-0696</b> - Resolution 23-0696 DD21 Vegetation Maintenance Contract Amendment                    | <b>Agenda Item #:</b> 4.F                                                                                                                                              |
|                                                                                                                            | <b>For Agenda of:</b> 12/26/2023                                                                                                                                       |
|                                                                                                                            | <b>Prepared by:</b> Jeremy Metzler                                                                                                                                     |
| <b>Attachments (list):</b><br>1. RES 23-0696 - First Amendment to PSA<br>2. Amendment to extend contract for 2024          |                                                                                                                                                                        |
| <b>Approval of Materials:</b><br>Jeremy Metzler<br>Rachel Pitzel, City Clerk/HR<br>Director<br>Dave Gray<br>Daryl Eidingen | <b>Expenditure Required:</b><br>\$45,227.98 (includes tax)<br><br><b>Amount Budgeted:</b><br>up to \$75,000<br><br><b>Timeline:</b><br>12/19/2023 SS<br>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 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:

MOTION to adopt **AB23-0696** - Resolution 23-0696 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. 23-0696**

**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 26<sup>TH</sup> 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

**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 26<sup>th</sup> 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 26<sup>th</sup> day of December, 2023.

CITY OF EDGEWOOD

By: \_\_\_\_\_

Its: Mayor, Daryl Eiding

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk, Rachel Pitzel

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney, Ann Marie Soto

CONTRACTOR

By:   
Printed Name: John H. Song  
Its: Business Development Manager

Date: 12-18-2023, 2023



## City Of Edgewood Council Agenda Summary Sheet

|                                                                                                                                                                                                                                                                                                                             |                                        |                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>Subject:</b><br>AB23-0697 - Resolution 23-0697 FEMA - Cybersecurity Grant and New Backup system                                                                                                                                                                                                                          | <b>Agenda Item #: 4.G</b>              |                                                                                                             |
|                                                                                                                                                                                                                                                                                                                             | <b>For Agenda of: 12/26/2023</b>       |                                                                                                             |
|                                                                                                                                                                                                                                                                                                                             | <b>Prepared by: Matthew Ray</b>        |                                                                                                             |
| <b>Attachments (list):</b><br>1. RESOLUTION 23.0697 Authorizing the Mayor to execute the WMD FEMA Cybersecurity Grant and CompuNet Choesity Vendor Agreement lh edits<br>2. PO 2023069 CompuNet<br>3. E24-223 FEMA Cybersecurity Grant 2023 Document Packet<br>4. City of Edgewood.Cohesity C5016 - Option 2.KB224473.v1.16 |                                        |                                                                                                             |
| <b>Approval of Materials:</b><br>Matthew Ray<br>Rachel Pitzel, City Clerk/HR Director<br>Dave Gray<br>Daryl Eidinger                                                                                                                                                                                                        |                                        | <b>Expenditure Required:</b><br>\$70,000<br><br><b>Amount Budgeted:</b><br>\$12,000<br><br><b>Timeline:</b> |
|                                                                                                                                                                                                                                                                                                                             | 12/21/2023<br>12/21/2023<br>12/21/2023 |                                                                                                             |

### 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:

MOTION to adopt AB23-0697 - Resolution 23-0697 FEMA - Cybersecurity Grant and New Backup system

**Fiscal Note/Consideration:**

## **RESOLUTION NO. 23-0697**

### **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 Cohesity 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 26<sup>TH</sup> DAY OF DECEMBER 2023**



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Daryl Eiding, Mayor

**ATTEST:**

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Rachel Pitzel, CMC  
City Clerk



CONTACT/CONFIRMATION INFORMATION:  
City of Edgewood  
Finance Department  
2224 104th Avenue East  
Edgewood, WA 98372-1513  
(253)952-3299  
[finance@cityofedgewood.org](mailto:finance@cityofedgewood.org)

## 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<br>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<br>Duration: 36 Months | 11  | \$5,115.00  | \$1,837.90  | \$20,216.90        |
|                           |                                                                                                                                                                                            |     |             | Subtotal:   | <b>\$45,471.40</b> |

## 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<br><br>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:                |                                                                                                                                                                                                                                                                                            |     |            |            | <b>\$7,261.49</b> |

## 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<br><br>Duration: 24 Months | 100 | \$86.00    | \$53.81 | \$5,381.00        |
| Subtotal:                |                                                                                                                                                                                                                                                                                           |     |            |         | <b>\$5,381.00</b> |

## Pro-Services Consulting Services

| Product Details                                                                                                                                                                                                                     | Qty | Price      | Ext. Price        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|-------------------|
| CNet FF - Consulting<br>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:                                                                                                                                                                                                                           |     |            | <b>\$5,000.00</b> |

## 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: \_\_\_\_\_

## 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](mailto: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](mailto:Preparedness.Grants@mil.wa.gov) and cc your Primary Coordinator at [benjamin.olson@mil.wa.gov](mailto: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](mailto:Preparedness.Grants@mil.wa.gov) and cc your Primary Coordinator at [benjamin.olson@mil.wa.gov](mailto: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](mailto: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:<br><b>City of Edgewood</b><br><b>2224 104th Avenue East</b><br><b>Edgewood WA 98372-1513</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | 2. Grant Agreement Amount:<br><b>\$60,100</b>                                                                 |                                                                                                                                                                                                                                                                                                                                                                                 | 3. Grant Agreement Number:<br><b>E24-223</b>                                                                                                                  |                              |
| 4. Subrecipient Contact, phone/email:<br><b>Matthew Ray, 253-392-2562</b><br><b>matthew@cityofedgewood.org</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | 5. Grant Agreement Start Date:<br><b>December 1, 2022</b>                                                     |                                                                                                                                                                                                                                                                                                                                                                                 | 6. Grant Agreement End Date:<br><b>February 28, 2024</b>                                                                                                      |                              |
| 7. Department Contact, phone/email:<br><b>Ben Olson, 253-512-7224</b><br><b>benjamin.olson@mil.wa.gov</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | 8. Unique Entity Identifier (UEI):<br><b>S87BNQ11MBD5</b>                                                     |                                                                                                                                                                                                                                                                                                                                                                                 | 9. UBI # (state revenue):<br><b>601-671-344</b>                                                                                                               |                              |
| 10. Funding Authority:<br><b>Washington Military Department (the Department) and the U.S. Department of Homeland Security (DHS)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                               |                              |
| 11. Federal Funding Identification #:<br><b>EMW-2022-CY-00017</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | 12. Federal Award Date:<br><b>12/21/2022</b>                                                                  |                                                                                                                                                                                                                                                                                                                                                                                 | 13. Assistance Listings # & Title:<br><b>97.137 – 22SLCGP</b>                                                                                                 |                              |
| 14. Total Federal Award Amount:<br><b>\$3,666,530</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | 15. Program Index # & OBJ/SUB-OBJ:<br><b>725C3 (State), 725C4 (Local-Rural), 725C5 (Local-Not Rural) / NZ</b> |                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                               | 16. EIN<br><b>91-1700053</b> |
| 17. Service Districts:<br><b>BY LEGISLATIVE DISTRICTS: 31</b><br><b>BY CONGRESSIONAL DISTRICTS: 10</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  | 18. Service Area by County(ies):<br><b>Pierce</b>                                                             |                                                                                                                                                                                                                                                                                                                                                                                 | 19. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO<br><input type="checkbox"/> YES, OMWBE # _____ |                              |
| 20. Agreement Classification<br><input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't<br><input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                                                                               | 21. Contract Type (check all that apply):<br><input checked="" type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Agreement<br><input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency                                                                                                           |                                                                                                                                                               |                              |
| 22. Subrecipient Selection Process:<br><input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding<br><input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A<br><input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                                                                                               | 23. Subrecipient Type (check all that apply)<br><input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit<br><input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit<br><input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER |                                                                                                                                                               |                              |
| 24. PURPOSE & DESCRIPTION:<br><p><b>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.</b></p> <p><b>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.</b></p> |  |                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                               |                              |
| 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 _____<br>Regan Anne Hesse, Chief Financial Officer<br>Washington Military Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                                                                               | Signature _____ Date _____<br>Daryl Eidinger, Mayor<br>City of Edgewood                                                                                                                                                                                                                                                                                                         |                                                                                                                                                               |                              |
| BOILERPLATE APPROVED TO FORM:<br>Alex Staub 10/25/2023<br>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         | <b>Matthew Ray</b>                  | Name       | <b>Ben Olson</b>                            |
| Title        | <b>IT Director</b>                  | Title      | <b>Program Coordinator</b>                  |
| Email        | <b>matthew@cityofedgewood.org</b>   | Email      | <b>benjamin.olson@mil.wa.gov</b>            |
| Phone        | <b>253-392-2562</b>                 | Phone      | <b>253-512-7224</b>                         |
| Name         | <b>Dave Gray</b>                    | Name       | <b>Sierra Wardell</b>                       |
| Title        | <b>Assistant City Administrator</b> | Title      | <b>Financial Operations Section Manager</b> |
| Email        | <b>dave@cityofedgewood.org</b>      | Email      | <b>sierra.wardell@mil.wa.gov</b>            |
| Phone        | <b>253-831-4256</b>                 | Phone      | <b>253-512-7121</b>                         |
| Name         | <b>Daryl Eidinger</b>               | Name       | <b>Grant Miller</b>                         |
| Title        | <b>Mayor</b>                        | Title      | <b>Program Assistant</b>                    |
| Email        | <b>mayor@cityofedgewood.org</b>     | Email      | <b>grant.miller@mil.wa.gov</b>              |
| Phone        | <b>253-831-4246</b>                 | Phone      | <b>253-512-7145</b>                         |

## 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 &amp; 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](mailto: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](mailto: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](mailto: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 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](mailto: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](mailto: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](mailto: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](mailto: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](http://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](mailto: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](mailto: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](mailto: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.<br>EMW-2022-CY-00017-S01                                                                                                                                                                                                                                                                                                                | 2. AMENDMENT NO.<br>***                                                                                                         | 3. RECIPIENT NO.<br>916001095G                                                                                                   | 4. TYPE OF ACTION<br>AWARD                                                                                                   | 5. CONTROL NO.<br>WX00743N2023T        |                                      |                                   |
| 6. RECIPIENT NAME AND ADDRESS<br>Washington Military Department<br>Building 20<br>Camp Murray, WA, 98430 - 5122                                                                                                                                                                                                                                           | 7. ISSUING FEMA OFFICE AND ADDRESS<br>FEMA-GPD<br>400 C Street, SW, 3rd floor<br>Washington, DC 20472-3645<br>POC: 866-927-5646 | 8. PAYMENT OFFICE AND ADDRESS<br>FEMA Finance Center<br>430 Market Street<br>Winchester, VA 22603                                |                                                                                                                              |                                        |                                      |                                   |
| 9. NAME OF RECIPIENT PROJECT OFFICER<br>Sierra Wardell                                                                                                                                                                                                                                                                                                    | PHONE NO.<br>2535127121                                                                                                         | 10. NAME OF FEMA PROJECT COORDINATOR<br>Central Scheduling and Information Desk<br>Phone: 800-368-6498<br>Email: Askcsid@dhs.gov |                                                                                                                              |                                        |                                      |                                   |
| 11. EFFECTIVE DATE OF THIS ACTION<br>12/21/2022                                                                                                                                                                                                                                                                                                           | 12. METHOD OF PAYMENT<br>PARS                                                                                                   | 13. ASSISTANCE ARRANGEMENT<br>Cost Reimbursement                                                                                 | 14. PERFORMANCE PERIOD<br><br><b>From:</b> 12/01/2022 <b>To:</b> 11/30/2026<br><b>Budget Period</b><br>12/01/2022 11/30/2026 |                                        |                                      |                                   |
| 1 5. DESCRIPTION OF ACTION<br>a. (Indicate funding data for awards or financial changes)                                                                                                                                                                                                                                                                  |                                                                                                                                 |                                                                                                                                  |                                                                                                                              |                                        |                                      |                                   |
| PROGRAM NAME<br>ACRONYM                                                                                                                                                                                                                                                                                                                                   | CFDA NO.                                                                                                                        | ACCOUNTING DATA (ACCS CODE)<br>XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X                                                                 | PRIOR TOTAL AWARD                                                                                                            | AMOUNT AWARDED THIS ACTION<br>+ 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.<br>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)<br>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<br>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)<br>Sierra Wardell, Preparedness Grants Section Section Supervisor                                                                                                                                                                                                                                       |                                                                                                                                 |                                                                                                                                  |                                                                                                                              |                                        | DATE<br>Thu Dec 22 16:08:53 UTC 2022 |                                   |
| 18. FEMA SIGNATORY OFFICIAL (Name and Title)<br>PAMELA SUSAN WILLIAMS,                                                                                                                                                                                                                                                                                    |                                                                                                                                 |                                                                                                                                  |                                                                                                                              |                                        | DATE<br>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

| <i><b>DATE</b></i>          | <i><b>TASK</b></i>                                                                                                                                                         |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| December 1, 2022            | Grant Agreement start date                                                                                                                                                 |
| NLT December 1, 2023        | Complete NCSR                                                                                                                                                              |
| January 5, 2024             | Submit Progress Report<br><i>* time period 12/1/2022 - 12/31/2023</i>                                                                                                      |
| February 28, 2024           | Grant Agreement end date                                                                                                                                                   |
| April 13, 2024              | Submit Final Reimbursement Request and Closeout Report                                                                                                                     |
| <i>October 1st annually</i> | <a href="https://www.cisecurity.org/ms-isac/services/ncsr">Nationwide Cybersecurity Review (NCSR) opens for input<br/>https://www.cisecurity.org/ms-isac/services/ncsr</a> |

# SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT  
Camp Murray, Washington 98430-5122

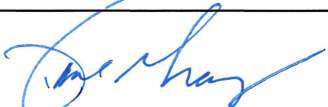
*Please read instructions on reverse side before completing this form.*

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

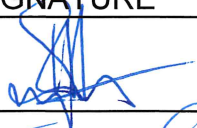
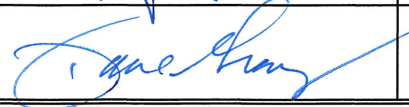
## 1. AUTHORIZING AUTHORITY

| SIGNATURE | PRINT OR TYPE NAME | TITLE/TERM OF OFFICE |
|-----------|--------------------|----------------------|
|           | Daryl Eidingen     | 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<br>City of Edgewood Washington                               |                                                      | Doing business as (DBA)                                |                                                         |
| ADDRESS<br>2224 104th Avenue East<br>Edgewood, WA 98372           | Applicable Procurement<br>or Solicitation #, if any: | WA Uniform Business<br>Identifier (UBI)<br>601 671 344 | Federal Employer Tax<br>Identification #:<br>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 to be 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 to be 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.
7. A participant in a covered transaction may rely upon a certification of a person who is not proposed for debarment under applicable CFR, debarred, suspended, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous or the method and frequency by which it determines the eligibility of its participants is not reasonable. To check the List of Parties Excluded from Federal Procurement and this list, see 48 CFR 1.01-6. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these rules.
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 is not required to exceed that which is normally possessed by a prudent person in the same business.
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 # 3120

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<br>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<br>Duration: 36 Months | 11  | \$5,115.00  | \$1,837.90  | \$20,216.90        |
|                           |                                                                                                                                                                                            |     |             | Subtotal:   | <b>\$45,471.40</b> |

### 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<br><br>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:                |                                                                                                                                                                                                                                                                                            |     |            |            | <b>\$7,261.49</b> |

### 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<br><br>Duration: 24 Months | 100 | \$86.00    | \$53.81 | \$5,381.00        |
| Subtotal:                |                                                                                                                                                                                                                                                                                           |     |            |         | <b>\$5,381.00</b> |

### Pro-Services Consulting Services

| Product Details                                                                                                                                                                                                                     | Qty | Price      | Ext. Price        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|-------------------|
| CNet FF - Consulting<br>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:                                                                                                                                                                                                                           |     |            | <b>\$5,000.00</b> |

## 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: \_\_\_\_\_