



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tuesday, January 7, 2025 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA
Meeting Link: <https://cityofedgewood-org.zoom.us/j/86916509308>

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. COUNCIL BUSINESS

A. Equity, Diversity, and Inclusion Council Sub-Committee Update

B. Fireworks

C. School Zone Cameras

D. Cyber Security Grant

E. Climate Assessment and Gap Analysis Contract

F. Prologis DEIS - Landau Contract Amendment

3. OTHER COUNCIL ITEMS

4. ADJOURN

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



City Of Edgewood Council Agenda Summary Sheet

Subject: Equity, Diversity, and Inclusion Council Sub-Committee Update	Agenda Item #: 2.A
	For Agenda of: 1/7/2025
	Prepared by: Jill Schwerzler-Herrera
Attachments (list):	
Approval of Materials: Jill Schwerzler-Herrera Rachel Pitzel, Assistant City Administrator Dave Olson, Mayor 1/2/2025 1/2/2025	Expenditure Required:
	Amount Budgeted:
	Timeline: Topic to be added to all future Study Sessions (see item history below)

Summary Statement:

Item History:

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

Recommended Action:

N/A

Fiscal Note/Consideration:

N/A



City Of Edgewood Council Agenda Summary Sheet

Subject: School Zone Cameras	Agenda Item #: 2.C
	For Agenda of: 1/7/2025
	Prepared by: Rachel Pitzel
Attachments (list): 1. ORD 25-0XXX - EMC Update for Traffic Cameras - draft(RP Edits _RS edits v 2) (002)	
Approval of Materials: Rachel Pitzel Rachel Pitzel, Assistant City Administrator 12/30/2024 Dave Olson, Mayor 12/30/2024	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 01/07/2025 SS Discussion 01/14/2025 RCM Action Item

Summary Statement: This ordinance is a proposed update (EMC) Chapter 10.25 - AUTOMATED TRAFFIC SAFETY CAMERAS. The primary goal is to ensure that the city's laws are in compliance with recent changes to state law, as well as to make adjustments to the local traffic safety camera program for better clarity, accuracy, and transparency.

Key Changes in the Ordinance:

1. Incorporation of New State Law (HB 2384):

- **State Update:** The Washington State Legislature recently passed House Bill 2384, which changes some aspects of how automated traffic safety cameras are used and enforced.
- **Local Update:** As a result, the ordinance updates the Edgewood Municipal Code (EMC) to reflect these changes. Specifically, it includes new definitions, updates outdated references to state law, and revises certain penalties and revenue uses related to traffic infractions detected by the cameras.

2. Changes to Penalties (Section 2 and Section 6):

- **Speeding Violations in School Zones:** The ordinance specifies penalties for speeding violations in school zones detected by traffic safety cameras. For example:
 - 4-10 mph over the speed limit: **\$166 fine**
 - 11 mph or more over the speed limit: **\$250 fine**
- These penalties are in line with the state law and will be treated in the same way as parking infractions under EMC 10.10.100.

3. Amendment of Definitions (Section 3):

- New definitions are added for terms like "automated traffic safety camera" and "school speed zone" to clarify their meaning within the context of the program.
- The definition of "automated traffic safety camera" is updated to match state law, providing more clarity on how the cameras operate and what they monitor (e.g., red lights, railroad

crossings, speed limits).

4. Handling of Traffic Infractions (Sections 4 and 5):

- **Prima Facie Presumption:** In cases where a traffic violation is detected by a camera, the ordinance introduces a "prima facie" presumption, meaning that the registered owner of the vehicle is presumed to be in control of the vehicle at the time of the violation.
- **No Impact on Driving Records:** It clarifies that these violations **do not affect the driver's record** (just like parking infractions) under state law.

5. Maximum penalty for infractions (Section 6):

- Amendment changes EMC Section 10.25.090(A) to set the maximum penalty for infractions under this chapter at \$250.00. The fine for violations of this chapter and EMC 10.10.050 will align with the authority of RCW 46.63.220 and cannot exceed the maximum fine for other parking infractions in Edgewood. The exact penalty will be determined according to EMC 10.10.100(E).

6. Revenue Use and Accountability (Section 7):

- **Revenue Allocation:** The revenue generated from the traffic safety camera fines will be used first to cover costs related to the operation of the camera program (e.g., service provider fees, court costs). Any excess revenue will be dedicated to public safety programs, such as traffic safety improvements, pedestrian safety, and law enforcement.
- **Separate Accounting:** The funds will be managed separately within the city's general fund, and unused funds from previous years will be carried over for program expenses.

7. Repeal of Outdated Provisions (Section 8):

- **Removal of Section 10.25.090(B):** Certain outdated sections of the code (particularly Section 10.25.090(B)) are being repealed as they are no longer applicable under the new state law and the revised ordinance.

Item History:

Recommended Action:

Hold a discussion and provide staff guidance regarding School Zone Cameras

Fiscal Note/Consideration:

ORDINANCE NO. 24-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AMENDING EMC 10.10.100, 10.25.010, 10.25.030, 10.25.070, 10.25.080, AND 10.25.110; AND 10.25.090, TO INCLUDE ADDITIONAL DEFINITIONS, ~~AND~~ UPDATED CITATIONS TO THE REVISED CODE OF WASHINGTON, AND UPDATE REVENUE UTILIZATION; REPEALING EMC 10.25.090(B); PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Edgewood has established an automated traffic safety camera program under Edgewood Municipal Code (EMC) Chapter 10.25 and has codified regulations governing the purpose, use, implementation, and enforcement of said program; and

WHEREAS, the City's authority to enact the automated traffic safety program was previously granted by the Washington State Legislature in RCW 46.63; and

WHEREAS, the Washington State Legislature passed Engrossed Substitute House Bill 2384, effective June 6, 2024, repealing certain provisions of the automated traffic safety program and adding new sections to RCW chapter 46.63; and

WHEREAS, the City Council has determined that an update of the EMC is required to include additional definitions from RCW chapter 46.63 and to update citations to the RCW that are no longer accurate; and

WHEREAS, the City Council considered the proposed code amendment at their regular meetings held on _____, January 7, 2024-2025 and _____, January 14, 2024-2025;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Findings. The recitals above are hereby adopted as legislative findings in support of this ordinance.

Section 2. Amendment. EMC Section 10.10.100 (E) is hereby amended as follows:

E. A traffic violation of EMC 10.10.050 (Speed limits within school zones) that is detected through the use of an automated traffic safety camera (Chapter 10.25

Commented [RP1]: I think this needs to be reworked to reflect staff's updates

Commented [RS2R1]: Updated to include additional changes to EMC 10.10.100 and 10.25.110, and repealing EMC 10.25.090(B).

EMC) shall be processed in the same manner as a parking infraction and be subject to the following penalties:

<u>Miles per Hour over Speed Limit</u>	<u>Penalty</u>
<u>4-10 mph over</u>	<u>\$166.00</u>
<u>11 mph over or more</u>	<u>\$250.00</u>

Section 3. Amendment. EMC 10.25.010 is hereby amended as follows:

- A. The city recognizes the value of implementing an automated traffic enforcement program in furtherance of city goals of creating a safer environment for its citizens. To that end, the city council authorizes the placement of automated traffic safety cameras in the locations identified in EMC 10.25.020, and the enforcement program created by this chapter.
- B. “Automated traffic safety camera” means a device that uses a vehicle sensor installed to work in conjunction with an intersection traffic control system, a railroad grade crossing control system, or a speed measuring device, and a camera synchronized to automatically record one or more sequenced photographs, micrographs, or electronic images of the rear of a motor vehicle at the time the vehicle fails to stop when facing a steady red traffic control signal or an activated railroad grade crossing control signal, or exceeds a speed limit as detected by a speed measuring device. (Ord. 17-510 § 1).
- C. “School speed zone” means any zone in the vicinity of schools as defined by state law, and as designated by the mayor, pursuant to EMC 10.10.050(B).

Section 4. Amendment. EMC Section 10.25.070(A) is hereby amended as follows:

- A. In a traffic infraction case hearing involving an infraction detected through the use of an automated traffic safety camera under this chapter, proof that the particular vehicle described in the notice of traffic infraction was in violation of any such provision of RCW 46.63.~~220-.260~~, together with proof that the person named in the notice of traffic infraction was at the time of the violation the registered owner of the vehicle, constitutes in evidence a prima facie presumption that the registered owner of the vehicle was the person in control of the vehicle at the point where, and for the time during which, the violation occurred.

Section 5. Amendment. EMC Section 10.25.080 is hereby amended as follows:

Infractions detected through the use of automated traffic safety cameras are not part of the registered owner’s driving record under RCW 46.52.101 and 46.52.120. Additionally, infractions generated by the use of automated

traffic safety cameras under this chapter shall be processed in the same manner as parking infractions including RCW 3.46.120, 3.50.100, 35.20.220, 46.16A.120 and 46.20.270(2). (Ord. 17-510 § 1).

Section 6. Amendment. EMC Section 10.25.090(A) is hereby amended as follows:

- A. The maximum penalty for infractions detected under authority of, and committed pursuant to, the provisions of this chapter shall be \$250.00. The monetary penalty for a violation of this chapter and EMC 10.10.050 is consistent with the authority of RCW 46.63.220 and shall not exceed the maximum amount of fine issued for other parking infractions within the city of Edgewood. The actual penalty imposed will be as set forth in EMC 10.10.100(E).

Section 6. Amendment. EMC Section 10.25.090 (B) (1), (2), (3), (4), (5) REMOVED.

Section 7. Amendment. EMC Section 10.25.110 is hereby amended as follows:

Camera infraction revenue will be used to pay camera service provider fees and court costs related to the traffic safety camera program. Infraction revenue in excess of the implementation and enforcement costs will be utilized for traffic safety programs including, but not limited to, citywide traffic safety improvements, pedestrian mobility and safety, and law enforcement.

Camera revenues will be accounted for separately in the city's general fund. Excess revenue will not be included in the city's current budget; unspent funds from the previous year will be allocated to necessary program expenses.

Camera infraction revenue will be accounted for separately in the city's general fund. This revenue is utilized exclusively to pay first for the service provider & court costs, and the excess revenue for public safety. The public safety includes law enforcement, citywide traffic safety programs and pedestrian mobility & safety. The city does not include the excess revenue in its current budget but allocate the previous year's unspent funds to necessary expenses.

Section 78. Amendment. EMC Section 10.25.090(B) is REPEALED. EMC Section 10.10.100 (E) is hereby amended as follows:

E. A traffic violation of EMC 10.10.050 (Speed limits within school zones) that is detected through the use of an automated traffic safety camera (Chapter 10.25 EMC) shall

~~be processed in the same manner as a parking infraction and be subject to the following penalties:~~

Miles per Hour over Speed Limit	Penalty
4-10 mph over	\$166.00
11 mph over or more	\$250.00

Section 879. Corrections. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers for the purpose of codification, and any other references thereto.

Section 9810. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 40119. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of final passage.

PASSED BY THE CITY COUNCIL ON THE ____ DAY OF ____, ~~2024~~2025

Dave Olson, Mayor

ATTEST/AUTHENTICATED:

Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:

Maili C. Barber, City Attorney

Date of Publication:
Effective Date:



City Of Edgewood Council Agenda Summary Sheet

Subject: Cyber Security Grant	Agenda Item #: 2.D
	For Agenda of: 1/7/2025
	Prepared by: Matthew Ray
Attachments (list): 1. RESOLUTION 25 XX Authorizing the Mayor to execute the FEMA CyberSecurity Grant 2. E25-292 City of Edgewood 23SLCGP 3. City of Edgewood.Fortinet 148F.KB253600.v1.2 4. Network_Design__Fortinet_Switch_Deployment_1 5. Critical Insight	
Approval of Materials: Matthew Ray Rachel Pitzel, Assistant City Administrator 1/2/2025 Dave Olson, Mayor 1/2/2025	Expenditure Required: \$63.555 Amount Budgeted: \$63,555 Timeline: 1/7/2025 SS 1/14/2025 RCM

Summary Statement: The city applied and were awarded grants through the U.S. Department of Homeland Security to address Cybersecurity needs in the city.

1. Replace its network switches and to segment the network
2. To conduct three years of internal and external penetration testing

1. The City of Edgewood's network is currently flat. Meaning that all its network addresses are on the same subnet. This proposal would replace the cities network switches so that they are the same brand as our Firewall and Wi-Fi Access points providing better visibility throughout the network as well as segmenting the network so that different functions would each be on their own segment isolating network traffic and increasing security. Along with the hardware replacement we will engage with an engineer to deploy the new switches and segmented network.

2. The City of Edgewood does vulnerability scanning but has never done an external or internal penetration test. The proposal is to start an internal and external penetration testing program with an annual test for three consecutive years. (We would pay a company to try to hack our systems from both outside of our network as well as if they were inside of our network. They would then document what they were able to gain access to and make recommendations on controls or fixes to all the ways they found). Staff would then address these, and we would retest.

Item History:

Recommended Action:

Hold a discussion and provide staff guidance regarding Cyber Security Grant

Fiscal Note/Consideration:

RESOLUTION NO. 25-XXXX

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

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

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

WHEREAS, the Washington Military Department has awarded the City a grant in the amount of sixty three thousand and five hundred and fifty five 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 new network switches, Scope of Work to Segment the network and to provide three years on internal and external penetration testing; 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 agreement, attached and incorporated herein as Exhibit B. and Lumify agreement attached and incorporated herein as Exhibit C.

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

ADOPTED THIS 14TH DAY OF JANUARY 2025

Dave Olson, Mayor

ATTEST:

Jill Schwerzler-Herrera,
City Clerk

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

1. Subrecipient Name and Address: City of Edgewood 2224 104th Ave E Edgewood, WA 98372		2. Grant Agreement Amount: \$63,555		3. Grant Agreement Number: E25-292	
4. Subrecipient Contact, phone/email: Matthew Ray, 253-392-2562 matthew@cityofedgewood.org		5. Grant Agreement Start Date: December 1, 2023		6. Grant Agreement End Date: March 31, 2027	
7. Department Contact, phone/email: Ben Olson, 253-512-7224 Benjamin.olson@mil.wa.gov		8. Unique Entity Identifier (UEI): S87BNQ11MBD5		9. UBI # (state revenue): 601-671-344	
10. Funding Authority: Washington Military Department (the Department) and the U.S. Department of Homeland Security (DHS)					
11. Federal Funding Identification #: EMW-2023-CY-00042		12. Federal Award Date: 12/7/2023		13. Assistance Listings # & Title: 97.137 – 23SLCGP	
14. Total Federal Award Amount: \$7,403,503		15. Program Index # & OBJ/SUB-OBJ: 735C3 (State), 735C4 (Local-Rural), 735C5 (Local-Not Rural) / NZ			16. EIN 91-1700053
17. Service Districts: BY LEGISLATIVE DISTRICTS: 31 BY CONGRESSIONAL DISTRICTS: 10		18. Service Area by County(ies): Pierce		19. Women/Minority-Owned, State Certified: ☒ N/A ☐ NO ☐ YES, OMWBE # _____	
20. Agreement Classification ☐ Personal Services ☐ Client Services ☒ Public/Local Gov't ☐ Research/Development ☐ A/E ☐ Other _____			21. Contract Type (check all that apply): ☐ Contract ☒ Grant ☒ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency		
22. Subrecipient Selection Process: ☒ "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☒ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐ NO			23. Subrecipient Type (check all that apply): ☐ Private Organization/Individual ☐ For-Profit ☒ Public Organization/Jurisdiction ☐ Non-Profit ☐ CONTRACTOR ☒ SUBRECIPIENT ☐ OTHER		
24. PURPOSE & DESCRIPTION: The goal of the Federal Fiscal Year (FFY) 2023 State and Local Cybersecurity Grant Program (23SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Strengthening cybersecurity practices and resilience of SLT governments is an important homeland security mission and the primary focus of the SLCGP. Through funding from the Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL), the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services. The Department is the Recipient and Pass-through Entity of the 23SLCGP DHS Award Letter for Grant No. EMW-2023-CY-00042 ("Grant"), which is incorporated in and attached hereto as Attachment C and has made a subaward of funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement.					
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced attachments which are hereby incorporated, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); DHS Award Letter (Attachment C); Work Plan (Attachments D); Budget (Attachment E); Timeline (Attachment F); and all other documents and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:					
1. Applicable federal and state statutes and regulations			4. Special Terms and Conditions		
2. DHS/FEMA Award and program documents			5. General Terms and Conditions, and,		
3. Work Plan, Timeline, and Budget			6. Other provisions of the Agreement incorporated by reference.		
WHEREAS, the parties have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:		
_____ Signature Regan Anne Hesse, Chief Financial Officer Washington Military Department			_____ Signature Dave Olson, Mayor City of Edgewood		
_____ Date			_____ Date		
BOILERPLATE APPROVED TO FORM: Alex Staub 12/7/2023 Assistant Attorney General			APPROVED AS TO FORM (if applicable): _____		
			_____ Signature		
			_____ Date		

SPECIAL TERMS AND CONDITIONS

ARTICLE I. KEY PERSONNEL

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

SUBRECIPIENT		DEPARTMENT	
Name	Matthew Ray	Name	Ben Olson
Title	IT Director	Title	Program Coordinator
Email	matthew@cityofedgewood.org	Email	Benjamin.olson@mil.wa.gov
Phone	253-392-2562	Phone	253-512-7224
Name	Hardeep Goraya	Name	Melissa Berry
Title	Finance Director	Title	Program Manager
Email	hardeep@cityofedgewood.org	Email	melissa.berry@mil.wa.gov
Phone	253-300-5645	Phone	253-512-7065
Name	Dave Olson	Name	Grant Miller
Title	Mayor	Title	Program Assistant
Email	mayor@cityofedgewood.org	Email	grant.miller@mil.wa.gov
Phone	253-831-4246	Phone	253-512-7145

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 23SLCGP, including, but not limited to, all criteria, restrictions, and requirements of *"The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2023 State and Local Cybersecurity Grant Program (SLCGP)"* (hereafter "the NOFO") document, the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

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

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

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

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 23SLCGP 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 23SLCGP 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 23SLCGP 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 23SLCGP 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 23SLCGP federal award funds provided to its subrecipients are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

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

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

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

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

3. REPORTING

- a. Biannual reports must be submitted to Reimbursements@mil.wa.gov in the format provided by the Department no later than the dates listed within the Timeline (Attachment F).
- b. 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.
- c. With the final reimbursement request, the Subrecipient shall submit to Reimbursements@mil.wa.gov a final report in the format provided by the Department describing all completed activities under this Agreement.
- d. 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) and the Subrecipient shall notify Department Key Personnel to initiate approval by the federal awarding agency.

- 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. Equipment purchases (those with a current per-unit fair market value in excess of \$5,000) must be identified and explained to the Department. The use, management, and disposition of such equipment is subject to requirements outlined in 2 CFR 200.313. Before making such purchases, the Subrecipient should analyze the cost benefits of purchasing versus leasing equipment, especially those subject to rapid technical advances.
- 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 2 CFR 200.1, 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 requesting and reviewing pre-procurement documents.
- b. For all sole source contracts expected to exceed the micro-purchase threshold per 2 CFR 200.1, the Subrecipient must submit justification to the Department for review and approval. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications to any non-federal entity to which Subrecipient makes any award.
- c. The Subrecipient as well as its contractors and subcontractors must comply with the Build America, Buy America Act (BABAA), which was enacted as a part of the Infrastructure Investment and Jobs Act §§ 70901-70297, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. BABAA requires any infrastructure project receiving federal funding must ensure:
 - i. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from initial melting stage through the application of coatings, occurred in the United States.
 - ii. All manufactured products must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the

manufactured product that are mined, produced, or manufactured in the United States must be greater than 55% of the total cost of all minimum amount of domestic content of manufactured product, unless subject to another standard.

- iii. All construction materials are manufactured in the United States. This means that all manufacturing processes for construction material occurred in the United States.

Additionally, applicable infrastructure projects are subject to domestic preference requirements. A domestic preference does not apply to non-infrastructure spending under an award that also includes a covered project. A domestic preference applies to an entire infrastructure project, even if it is funded by both federal and non-federal funds under one or more awards.

- i. Domestic preferences under BABAA only apply to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a domestic preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of or permanently affixed to the structure.
- ii. Infrastructure, for the purposes of BABAA, includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways and bridges; public transportation; dams, ports, harbors and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.
- iii. The Subrecipient's contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file a required certification to the Subrecipient with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors must certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the Subrecipient who will forward them to the Department who, in turn, will forward the disclosures to FEMA. The Build America, Buy America Act Self-Certification form is included herein as Attachment G.

If the Subrecipient is interested in applying for a waiver, the Subrecipient should contact the Department Key Personnel to determine the requirements. All waiver requests must include a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States and a certification that there was a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with potential suppliers.

7. SUBRECIPIENT MONITORING

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities is 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 annually 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 to benchmark and measure progress of improvement in their cybersecurity posture. Due dates are included in the Timeline (Attachment F). For more information, visit [Nationwide Cybersecurity Review \(NCSR\) \(cisecurity.org\)](#).
3. Subrecipients are required to participate in free cyber hygiene services, specifically vulnerability scanning and web application scanning. To register for these services, email vulnerability@cisa.dhs.gov with the subject line "Requesting Cyber Hygiene Services – SLCGP" to get started. Indicate in the body of your email that you are requesting this service as part of the SLCGP. For more information, visit CISA's [Cyber Hygiene Information Page](#).

4. Subrecipients may retain a maximum of up to five percent of the Grant Agreement Amount for management and administration (M&A) activities, directly relating to the management and administration of SLCGP funds, such as financial management and monitoring.

C. DHS TERMS AND CONDITIONS

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

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

A.1 DEFINITIONS

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

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

A.2 ADVANCE PAYMENTS PROHIBITED

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

A.3 AMENDMENTS AND MODIFICATIONS

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

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

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

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

A.5 ASSURANCES

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

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

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

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

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

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

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

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

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

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

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

A.9 CONFLICT OF INTEREST

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

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

A.10 CONTRACTING & PROCUREMENT

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

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

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

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

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

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

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

A.11 DISCLOSURE

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

A.12 DISPUTES

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

A.13 LEGAL RELATIONS

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

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

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

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

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

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

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

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

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

A.15 LOSS OR REDUCTION OF FUNDING

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

A.16 NONASSIGNABILITY

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

A.17 NONDISCRIMINATION

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

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

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

A.18 NOTICES

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

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

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

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

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

A.21 POLITICAL ACTIVITY

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

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

A.23 PUBLICITY

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

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

A.24 RECAPTURE PROVISION

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

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

A.25 RECORDS

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

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

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

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

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

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

A.27 SEVERABILITY

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

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

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

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

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

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

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

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

OR

Contracts.Office@mil.wa.gov

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

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

A.29 SUBRECIPIENT NOT EMPLOYEE

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

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

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

A.30 TAXES, FEES AND LICENSES

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

A.31 TERMINATION FOR CONVENIENCE

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

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

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

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

A.33 TERMINATION OR SUSPENSION FOR CAUSE

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

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

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

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

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

A.34 TERMINATION PROCEDURES

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

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

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

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

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

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

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

A.35 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

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

A.36 VENUE

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

A.37 WAIVERS

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

**23SLCGP Award Letter
EMW-2023-CY-00042**

Award Letter

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

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

Re: Grant No.EMW-2023-CY-00042

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2023 State and Local Cybersecurity Grant Program has been approved in the amount of \$7,403,503.00. As a condition of this award, you are required to contribute a cost match in the amount of \$1,850,876.00 of non-Federal funds, or 20 percent of the total approved project costs of \$9,254,379.00.

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 2023 State and Local Cybersecurity Grant Program Notice of Funding Opportunity
- Information Bulletin 489: Fiscal Year 2023 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-2023-CY-00042-S01

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Article XXVII	Lobbying Prohibitions
Article XXVIII	National Environmental Policy Act
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Article XXXI	Notice of Funding Opportunity Requirements
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Article XXXIII	Procurement of Recovered Materials
Article XXXIV	Rehabilitation Act of 1973
Article XXXV	Reporting of Matters Related to Recipient Integrity and Performance
Article XXXVI	Reporting Subawards and Executive Compensation
Article XXXVII	Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Article XXXVIII	SAFECOM
Article XXXIX	Terrorist Financing
Article XL	Trafficking Victims Protection Act of 2000 (TVPA)
Article XLI	Universal Identifier and System of Award Management
Article XLII	USA PATRIOT Act of 2001
Article XLIII	Use of DHS Seal, Logo and Flags
Article XLIV	Whistleblower Protection Act
Article XLV	Environmental Planning and Historic Preservation (EHP) Review
Article XLVI	Applicability of DHS Standard Terms and Conditions to Tribes
Article XLVII	Acceptance of Post Award Changes
Article XLVIII	Disposition of Equipment Acquired Under the Federal Award
Article XLIX	Prior Approval for Modification of Approved Budget
Article L	Indirect Cost Rate
Article LI	Funding Hold: Additional Information Required

Article I - Summary Description of Award

The purpose of the Fiscal Year 2023 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: \$7,403,503 for the state of Washington. Of this amount, up to \$370,175 can be retained by the State Administrative Agency (SAA) for management and administrative expenses, and a total of \$1,850,876 is the required cost share.

The terms of the approved Investment Justification(s) and Project 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 - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

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

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

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

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

Article V - General Acknowledgements and Assurances

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

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

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

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

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

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

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

Article VI - Acknowledgement of Federal Funding from DHS

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

Article VII - Activities Conducted Abroad

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

Article VIII - Age Discrimination Act of 1975

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

Article IX - Americans with Disabilities Act of 1990

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

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

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

Article XI - Civil Rights Act of 1964 - Title VI

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

Article XII - Civil Rights Act of 1968

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

Article XIII - Copyright

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

Article XIV - Debarment and Suspension

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

Article XV - Drug-Free Workplace Regulations

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

Article XVI - Duplication of Benefits

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

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

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

Article XVIII - E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XIX - Energy Policy and Conservation Act

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

Article XX - False Claims Act and Program Fraud Civil Remedies

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

Article XXI - Federal Debt Status

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

Article XXII - Federal Leadership on Reducing Text Messaging while Driving

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

Article XXIII - Fly America Act of 1974

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

Article XXIV - Hotel and Motel Fire Safety Act of 1990

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

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

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

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

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

Article XXVII - Lobbying Prohibitions

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

Article XXVIII - National Environmental Policy Act

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

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

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

Article XXX - Non-Supplanting Requirement

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

Article XXXI - Notice of Funding Opportunity Requirements

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

Article XXXII - Patents and Intellectual Property Rights

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

Article XXXIII - Procurement of Recovered Materials

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

Article XXXIV - Rehabilitation Act of 1973

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

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

General Reporting Requirements:

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

Article XXXVI - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

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

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

Recipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States-this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

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

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

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

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

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

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

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

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

Article XXXVIII - SAFECOM

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

Article XXXIX - Terrorist Financing

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

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

Trafficking in Persons:

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

Article XLI - Universal Identifier and System of Award Management

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

Article XLII - USA PATRIOT Act of 2001

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

Article XLIII - Use of DHS Seal, Logo and Flags

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

Article XLIV - Whistleblower Protection Act

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

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

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

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

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

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

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

Article XLVII - Acceptance of Post Award Changes

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

Article XLVIII - Disposition of Equipment Acquired Under the Federal Award

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

Article XLIX - Prior Approval for Modification of Approved Budget

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

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

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

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

Article L - Indirect Cost Rate

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

Article LI - Funding Hold: Additional Information Required

FEMA has placed a funding hold on this award, and \$5,067,919 is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down the funds associated with the following projects/investments.

All projects to be determined: \$5,067,919

To release the funding hold, the recipient must provide a detailed cost breakdown and justification for the projects/investments listed above. FEMA will rescind the funding hold upon its review and approval of the detailed cost breakdown and justification. If you believe this funding hold was placed in error, please contact the relevant Preparedness Officer at fema-slcgp@fema.dhs.gov.

BUDGET COST CATEGORIES

Personnel	\$286,647.00
Fringe Benefits	\$108,926.00
Travel	\$8,625.00
Equipment	\$0.00
Supplies	\$3,125.00
Contractual	\$8,791,661.00
Construction	\$0.00
Indirect Charges	\$55,395.00
Other	\$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMW-2023-CY-00042-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. 916001095G	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX00697N2024T		
6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646		8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603			
9. NAME OF RECIPIENT PROJECT OFFICER Sierra Wardell	PHONE NO. 2535127121	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov				
11. EFFECTIVE DATE OF THIS ACTION 12/07/2023	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 12/01/2023 To: 11/30/2027 Budget Period 12/01/2023 11/30/2027			
1 5. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACC'S CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
State and Local Cybersecurity Grant Program	97.137	2024-IF-PA11-P410- -4101-D	\$0.00	\$7,403,503.00	\$7,403,503.00	See Totals
			\$0.00	\$7,403,503.00	\$7,403,503.00	\$1,850,876.00
b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A						
16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) State and Local Cybersecurity Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.						
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Sierra Wardell, Preparedness Grants Section Section Supervisor					DATE Fri Dec 15 01:00:32 UTC 2023	
18. FEMA SIGNATORY OFFICIAL (Name and Title) PAMELA SUSAN WILLIAMS,					DATE Thu Dec 07 18:41:14 UTC 2023	

WORK PLAN

FY 2023 State and Local Cybersecurity Grant Program

PROJECT #1 TITLE *Edgewood Penetration Testing***PROJECT DESCRIPTION**

The City of Edgewood does vulnerability scanning but has never done an external or internal penetration test. The proposal is to start an internal and external penetration testing program with an annual test for three consecutive years. (We would pay a company to try to hack our systems from both outside of our network as well as if they were inside of our network. They would then document what they were able to gain access to and make recommendations on controls or fixes to all the ways they found). Staff would then address these and we would retest.

GAP BEING ADDRESSED

As the City of Edgewood's Cybersecurity posture matures, it needs to go beyond the building of a good defense with modern equipment, frequent patching, end user training and best practices like MFA to test its defenses. This program will start a yearly process of a simulated attack on the cities network from both the inside and outside using the same techniques and processes an actual attacker. This process is designed to identify gaps in the defense, patch and then try to breach again. The end result will be a more secure system.

IMPACT

This project will "battle test" the City of Edgewood's network and provide a program that will continue annually in the future. The result of each test will either provide validation of systems or software and their ongoing costs or will identify gaps that funds will need to allocate to fix. We will conduct this test each year before the budget process begins to identify what security projects are needed in next year's budget.

OUTCOME

This project is designed to create a program of continuous improvement. Attempt to penetrate the network, identify and fix any vulnerabilities and then repeat. The result being a stronger security posture and reduction in risk.

PROJECT #2 TITLE *Edgewood Network Segmentation***PROJECT DESCRIPTION**

The City of Edgewood's network is currently flat, meaning that all its network addresses are on the same subnet. This proposal would replace the city's network switches so that they are the same brand as the Firewall and Wi-Fi Access points, providing better visibility throughout the network as well as segmenting the network so that different functions would each be on their own segment, isolating network traffic and increasing security. Along with the hardware replacement, we would engage with an engineer to deploy the new switches and segmented network.

GAP BEING ADDRESSED

If an attacker can breach the city's firewall, the current network topology allows for lateral movement between servers, workstations, laptops and IoT devices. Segmenting the network into zones can isolate and protect high-value assets and data and require attackers to negotiate protocols to access other sections of the network. Furthermore, standardizing our network equipment will allow for easier detection and logging of events happening withing the network.

IMPACT

This project will simplify many network tasks allowing for auto-discovery of devices attached to the network while also allowing for one place to go for viewing network related issues. It will also separate different types of devices and data to their own segment, providing enhanced security and roadblocks for any threat actors who may breach the network. Included in this proposal is three years support from the manufacturer of the switches as well as software updates. The city will budget these costs in future years as well as replacement costs for the switches as they go through their normal lifecycle.

OUTCOME

The network Firewall, Switches and Access points will all be able to be the same brand, allowing for management and visibility from the firewall. Additionally, the network will be segmented, allowing for further security to be put into place around types of devices and data. For example, video footage will not be in the same segment as financial data. In a segmented network, you can stop network traffic from one segment from reaching another, or limit traffic by source, destination or even traffic type. Segmentation will also make it easier to monitor and audit network traffic looking for security issues.

BUDGET

FY 2023 State and Local Cybersecurity Grant Program

City of Edgewood

AGREEMENT AMOUNT \$63,555

PROJECT #1	SOLUTION AREA						TOTAL
	PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	M&A	
	Salaries & Benefits	\$0	\$0	\$0	\$0	\$0	
	Supplies	\$0	\$0	\$0	\$0	\$0	
	Travel/Per Diem	\$0	\$0	\$0	\$0	\$0	
	Contractor/Consultant	\$0	\$0	\$0	\$49,442	\$0	
	Passthrough	\$0	\$0	\$0	\$0		
	Other	\$0	\$0	\$0	\$0	\$0	
	Equipment		\$0				
	SUBTOTAL	\$0	\$0	\$0	\$49,442	\$0	\$49,442
	Indirect						\$0
	TOTAL	\$0	\$0	\$0	\$49,442	\$0	\$49,442

PROJECT #2	SOLUTION AREA						TOTAL
	PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	M&A	
	Salaries & Benefits	\$0	\$0	\$0	\$0	\$0	
	Supplies	\$0	\$0	\$0	\$0	\$0	
	Travel/Per Diem	\$0	\$0	\$0	\$0	\$0	
	Contractor/Consultant	\$6,905	\$0	\$0	\$0	\$0	
	Passthrough	\$0	\$0	\$0	\$0		
	Other	\$0	\$0	\$0	\$0	\$0	
	Equipment		\$7,208				
	SUBTOTAL	\$6,905	\$0	\$7,208	\$0	\$0	\$14,113
	Indirect						\$0
	TOTAL	\$6,905	\$0	\$7,208	\$0	\$0	\$14,113

TIMELINE

FY 2023 State and Local Cybersecurity Grant Program

DATE	TASK
December 1, 2023	Grant Agreement start date
NLT December 30, 2024	Complete NCSR
July 15, 2025	Submit Progress Report * time period 12/1/2023 - 6/30/2025
NLT December 30, 2025	Complete NCSR
January 5, 2026	Submit Progress Report * time period 7/1/2025 - 12/31/2025
July 15, 2026	Submit Progress Report * time period 1/1/2026 - 6/30/2026
NLT December 30, 2026	Complete NCSR
January 5, 2027	Submit Progress Report * time period 7/1/2026 - 12/31/2026
March 31, 2027	Grant Agreement end date
May 15, 2027	Submit Final Reimbursement Request and Closeout Report
October 1st annually	Nationwide Cybersecurity Review (NCSR) opens for input https://www.cisecurity.org/ms-isac/services/ncsr

BUILD AMERICA, BUY AMERICA ACT SELF-CERTIFICATION

The Subrecipient's contractors and subcontractors must sign and submit the following certification to the next tier, with the Subrecipient forwarding to the Department Key Personnel for each bid or offer for an infrastructure project that has not been waived by a BABAA waiver.

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the Insert Project Name and Location that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

"The [Contractor or Subcontractor], _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any."

Signature of [Contractor's or Subcontractor's] Authorized Official

Enter Name and Title

Name and Title of [Contractor's or Subcontractor's] Authorized Official

Date

Fortinet 148F

Quote Information:

Quote #: KB253600

Version: 1
Quote Date: 12/20/2024
Expiration Date: 01/19/2025

Prepared for:

City of Edgewood
Matthew Ray
2533922562
mathew@cityofedgewood.org

Bill To:

City of Edgewood
Vicki Lundgren
2224 104th Ave E
Edgewood, WA 98372
finance@cityofedgewood.com

Ship To:

City of Edgewood
Matthew Ray
2224 104th Ave E
Edgewood, WA 98372

Fortinet

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
FC-10-148FF-247-02-36	FortiSwitch-148F-FPOE 24x7 FortiCare Contract - 3Year(s) - 24 x 7	3	\$748.50	\$561.38	\$1,684.14
FS-148F-FPOE	FortiSwitch-148F-FPOE is a performance/price competitive L2+ management switch with 48x GE port + 4x SFP+ port + 1x RJ45 console. Port 1- 48 are POE ports with automatic Max 740W POE output limit (48 port 802.3af or 24 port 802.3at)	3	\$2,495.00	\$1,621.75	\$4,865.25
FC1-10-EMS04-428-01-36	Endpoint-based Licenses - VPN/ZTNA (On Premise Deployments) 3 Year FortiClient VPN/ZTNA Agent Subscriptions for 25 endpoints, includes on-prem EMS and FortiCare Premium.	1	\$936.00	\$702.00	\$702.00
Subtotal:					\$7,251.39

Shipping

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

Quote Summary

Description	Amount
Fortinet	\$7,251.39
Total:	\$7,251.39

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: _____



Network Design & Fortinet Switch Deployment

Date: 12/23/2024

Prepared For: Matthew Ray

Prepared By: JJ Thompson, Reilly Aiden, Rachael Valles

SOW # 157903 - Revision #1

1111 S. Silverstone Way | Meridian, ID 83642

www.compunet.biz

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ENGAGEMENT SUMMARY

This Statement of Work ("SOW") is made as of 12/23/2024 (the "Effective Date") by and between City of Edgewood ("Customer") and CompuNet, Inc. This SOW is made a part of and is subject to the Terms and Conditions (Appendix A). Collectively, this SOW, and Appendix A are referred to as the "Agreement." CompuNet, Inc. will provide services to Customer under this Agreement as further described below.

Overview Of Services

Executive Summary

The City of Edgewood has requested assistance from CompuNet to assist in configuring and deploying Fortinet networking equipment to replace a portion of their current switching infrastructure. The work will consist of a CompuNet engineering resource working directly with the customer to configure and deploy a set of Fortiswitches to replace the current HP switches as well as developing a network segmentation plan to be implemented inline with the switch refresh.

Project Overview

CompuNet Engineer will work with the City of Edgewood to:

- Develop a new network IP & VLAN schema to meet the customers network segmentation needs.
- Provide documentation on the new network design as a deliverable to map out future port configuration.
- Assist in onboarding Fortiswitches remotely to be configured and deployed in place of the current HP switch infrastructure.
- Update security policies on the Fortigate firewall to ensure operational functionality for the site.
- Assist in migrating connections and validating traffic flow behaviors across the newly created design.

Location

All work will be completed remotely.

Engagement Timeline

Project Duration is expected to take up to one week.

After the Statement of Work (SOW) is fully executed or a Purchase Order is received, CompuNet will reach out to the Customer within two weeks to schedule the initial meetings. This two-week period allows CompuNet's project team to coordinate schedules, complete prior critical-path commitments, and prepare all necessary materials for the engagement startup.

SOW # 157903 - Revision #1

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SERVICE & DELIVERABLES

Phase 1 : Network Design Review & Planning

Design & Review:

- Review the current design of the network to include the following;
 - Review the configuration of the designated Fortigate for switch management, if using Fortilink paired with central management using the on-prem Fortigate.
 - Current switch configuration and physical connectivity of the devices to be replaced.
 - Additional network switches that may be placed inline between the Fortiswitches & Fortigate.
- Discuss network segmentation requirements and level of granularity.
- Design a network IP & VLAN schema to meet the needs of the customer and allow for future expansion as required.
- Identify security policy updates that will be required to meet the new network design.
- Identify time frame for configuration, implementation, cut over, and testing with validation.
- Address any questions, concerns, or requests for documentation to meet customer needs.

Phase 2 : Network Design & Fortiswitch Implementation

Implementation:

- Configure new networks on the Fortigate:
 - VLAN creation.
 - Subnet creation.
 - Zone & Security Policy creation.
- Add switches to Fortigate management
- Configure Fortilink ports
- Configure hostname & management IP addresses
- Configure switch ports based on "Design & Review" phase
- Test sample interface set to validate expected behavior of traffic flow

Maintenance:

- During an approved time window, work remotely with customer to validate connections as end points are migrated to new infrastructure

Phase 3 : Closure Phase

Closure Phase:

The Closure Phase is focused on the formal project closure starting with the handoff of information and documentation outlined in the previous phases.

- **CompuNet Scope**
 - Project Review & Closure Meeting

Customer Prerequisites

General Customer Responsibilities

- Licensing not specifically provided by CompuNet.
- Hardware not specifically provided by CompuNet.
- Remote access for CompuNet engineering resource to configure equipment covered by the scope of this Statement of Work.
- Maintenance windows for migrating from current infrastructure to the new Fortinet equipment outlined in the scope of this Statement of Work.
- Ability to access and sign in to Fortinet's support portal to register devices licensing, if requested by the customer.

Fortinet Prerequisites

- All hardware is present on site, all licensing has been obtained, and equipment is remotely reachable for remote configuration.

Additional Assumptions & Exclusions

Engagement Location

All project work by CompuNet will be performed remotely for each phase of work being done.

Best Practice Alignment In Design

CompuNet strives to recommend and deploy devices in alignment with current best practices and vendor recommendations.

3rd Party Devices

CompuNet is not responsible for the configuration of other networking gear or services that are pre-existing or were not specifically identified as a responsibility of CompuNet in the scope of this project.

Services Required Beyond the Scope of this Engagement

Any services desired/required beyond the scope of this engagement may be requested by contacting your CompuNet team. An evaluation of the scope of the work can be made to determine the best method in which to engage the CompuNet team for those services at the time of request.

Maintenance Requiring Change Management

This engagement may require a maintenance window. Dates and times of this maintenance window will be determined by project schedules and the customer's change management process.

A maintenance window is requested for migrating to the Fortiswitches that will be identified during the "Network Design Review & Planning" phase. This is to allow time for the migration, troubleshooting, and fine tuning as needed to meet the requirements of the statement of work.

PROFESSIONAL FEES

Pricing for the proposed scope of work is as follows:

SOW # 157903 - Revision #1

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	Extended Amount
Totals	
Total Service Fees	\$5,250.00

This is a fixed - fee engagement.

Travel & Expenses

CompuNet, Inc. will not bill Customer for expenses in conjunction with this Project.

Amendments

This SOW may only be changed by a written amendment executed by an authorized representative of each party. The amendment must expressly refer to the SOW being amended; no amendment is binding or effective until it is completed by an authorized officer of each party as provided herein.

COMPUNET TEAM & RESPONSIBILITIES

The following contractor resources will be dedicated to this project:

**JJ Thompson**

Senior Account Executive

jthompson@compunet.biz

**Reilly Aiden**

Senior Solutions Engineer

(360) 561-5900

raiden@compunet.biz

**Rachael Valles**

Regional Mktg Coordinator

(206) 456-9343

rvalles@compunet.biz

CUSTOMER ACCEPTANCE

Pricing is effective if Statement of Work is signed by 01/22/2025.

Customer authorizes CompuNet to deliver consulting services under the terms defined in this Statement of Work. In addition, you hereby represent that the signatory below is duly authorized to execute this Agreement on Customer's behalf. The Effective Date of the Agreement is the date of last signature below.

For: City of Edgewood	For: CompuNet, Inc.
By:	By: <i>Thomas McFarlin</i>
Name:	Name: Tom McFarlin
Title:	Title: Vice President of Operations
Date Signed:	Date Signed: 12/23/2024
Notice Address:	Notice Address: 1111 S. Silverstone Way Meridian, ID 83642
Customer PO: _____	Attn: Tom McFarlin

SOW # 157903 - Revision #1

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APPENDIX A: TERMS & CONDITIONS

- CompuNet will require access to facilities and Customer owned network equipment on an "as needed" basis and during regular business hours only. Should access be needed outside of standard business hours, prior arrangements must be made with both a CompuNet associate and the Customer.
- Time and expense work is billed on a monthly basis for the actual hours and expenses incurred.
- CompuNet contract services invoiced as Net 30 unless other arrangements are agreed upon prior to sign off of this contract.
- CompuNet will make prior arrangements with the appropriate Customer IT onsite staff to be available as needed during the installation.
- CompuNet provides appropriate personnel to perform the services specified in the Project Scope section above.
- Customer will designate a single point of contact (Project Manager) for all matters relating to this engagement.
- Customer will provide required access to facilities and network equipment, both physical and remote, as needed for a successful engagement by the CompuNet engineer.
- Customer will provide all existing configurations and pertinent network diagrams prior to installation.
- Services to be performed during normal business hours (8:00 AM to 5:00 PM, local time), Mon - Fri, unless Customer policies require off-hours deployment, in which case such time will be scheduled with CompuNet engineer.
- Custom configuration work and training can be provided outside the scope of this engagement on a time & expense basis.
- Training and shadowing will be provided to assigned Customer IT staff during implementation process.
- Upon project completion, Customer sign off is required to indicate acceptance that the scope of work has been completed.
- Any additions or changes to this Statement of Work must be mutually agreed upon by CompuNet and Customer in a separate CompuNet Statement of Work detailing the proposed changes, the impact of the proposed change on pricing and schedule, and other relevant terms. Depending on the scope of such additions or changes, Customer may be required to agree to CompuNet's then-current standard terms and conditions for professional services. Such changes include, but are not limited to:
 - Any additional hardware configuration not listed in this document.
 - Modification of the Customer's application software.
 - Development of custom solutions including scripting.

Name: Kevin Rolnick**Email:** kevin.rolnick@criticalinsight.com**Phone:** +1 206-307-8035**Quote Date:** 12-18-2024**Quote Expiration:** 12-31-2024**Quote ID:** Q-17318-3**Bill To:****Name:** Matthew Ray**Company:** City of Edgewood, WA**Address:** 2224 104th Avenue East, Edgewood, WA, US,
98372**Phone:** (253) 952-3299**Ship To:****Name:** Matthew Ray**Company:** City of Edgewood, WA**Address:** 2224 104th Avenue East, Edgewood, WA, US,
98372**Phone:** (253) 952-3299**SERVICE SUBSCRIPTION**

SKU	Description	Duration	Qty	Annual Net Price
CI-PS-PENTI	Penetration Testing: Internal (100 IPs) ¹ (SOW-2024-Q-17318-3-A ³)	36	1	\$8,998.08
CI-PS-PENTE	Penetration Testing: External (5 IPs) ¹ (SOW-2024-Q-17318-3-B ³)	36	1	\$5,984.04

*Line items subject to Sales Tax and are not included in this quote.

¹Annual cost of these line items are billed on the Initial Invoice of each year they occur.

³Internal Reference

Year 1 Total: \$14,982.12

Year 2 Total: \$14,982.12

Year 3 Total: \$14,982.12

Total Contract Value: \$44,946.36

TERMS AND CONDITIONS

This Statement of Service (“SOS”), effective as of the date of the signature of the last party to sign (the “Effective Date”) is subject to the Critical Insight Master Services Agreement, the Critical Insight Description of Service attached here as Exhibit A, and any other Exhibits, Attachments or Amendments hereto, which are each incorporated herein by reference, and which together with this SOS constitute the “Agreement”. Unless otherwise provided in this SOS, capitalized terms herein shall be as defined elsewhere in the Agreement. The terms of this Agreement constitute the final expression of the parties’ binding understanding in respect to the subject matter hereof and supersede all prior or contemporaneous agreements, representations and understandings, written and oral, in respect to same. **Customer acknowledges that it has read the Agreement and agrees to be bound by its terms.**

- The term of this SOS is 36 month(s) commencing the Effective Date hereof, which upon expiration shall automatically renew for successive annual renewal terms until terminated as provided in the Master Services Agreement.
- Billing shall be based on Critical Insight reporting. Critical Insight and Customer shall reconcile in good faith any discrepancies in their respective tracking records, provided Critical Insight’s reporting shall control in the event of an irreconcilable discrepancy.
- Customer shall be invoiced on an annual basis in advance.
- The first invoice shall be issued thirty (30) days following the Effective Date.
- Payment of invoiced amounts due no later than thirty (30) calendar days from date of invoice.



Critical Insight, Inc.	
Name	Garrett Silver
Title	Chief Executive Officer
Signature	
Date	

City of Edgewood, WA	
Name	
Title	
Signature	
Date	

For Internal Purposes.

Contents will be Confirmed in the DealRoom and Fully Render Upon Signature

Company & Billing Information	
Company Legal Name: City of Edgewood	Billing Street: 2224 104th Avenue East
Billing Contact Name: Finance	Billing City: Edgewood
Billing Phone: 2539523299	Billing State: WA
Billing Email: finance@cityofedgewood.org	Billing Zip: 98372

Purchase Order Required: Yes

Affiliate: N/A

EXHIBIT A



Critical Insight

CITY OF EDGEWOOD, WA INTERNAL PENETRATION TESTING SERVICES

SCOPE OF WORK

12-18-2024

Presented To:

Matthew Ray
IT Director
City of Edgewood, WA
2224 104th Avenue East, Edgewood, WA, US,
98372
matthew@cityofedgewood.org
(253) 952-3299

Submitted by:

Wes Hardcastle
Consulting Practice Director
Critical Insight, Inc.
500 Pacific Ave., Suite 650
Bremerton, WA 98337
Wes.Hardcastle@CriticalInsight.com
(206) 923-8748

NOTICE

Critical Insight has made every reasonable attempt to ensure that the information contained within this statement of work is correct, current and properly sets forth the requirements as have been determined to date. The parties acknowledge and agree that the other party assumes no responsibility for errors that may be contained in or for misinterpretations that readers may infer from this document.

NON-DISCLOSURE STATEMENT

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General Information

Background & Objectives

Purpose

This SOW describes the activities, scope and deliverables for the following security services:

- Internal Network Penetration Test
 - Internal Whitebox network penetration testing – up to 100 IP addresses

Internal Penetration Test

A penetration test seeks to understand what vulnerabilities are present, which threats may attack those vulnerabilities, and the impact of the threat leveraging the vulnerability. By understanding the likelihood and impact of those factors, a better understanding of risk is gained, and appropriately prioritized mitigations can occur. Furthermore, the testing activity can serve as a validation of existing mitigations and their overall effectiveness. A penetration test verifies whether these controls are deployed, configured, and monitored appropriately.

Internal penetration tests are targeted at systems that store, process and/or transmit sensitive and regulated data as well as controls in place to protect these systems from attack.

Remediation of controls not fully implemented is not included herein but may be covered in a separate SOW if requested.

This SOW includes:

- Scope of Work - Critical Insight's methodology for conducting these assessments and the scope of work that will be performed
- Deliverables - Description of the deliverables for this project
- Project Assumptions - any assumptions that were used to derive the scope of work or pricing for this engagement

Key Business and Technical Contacts

Customer Contact Information

Name: Matthew Ray
IT Director

Mailing Address: City of Edgewood, WA
2224 104th Avenue East, Edgewood, WA, US,
98372

E-Mail Address: matthew@cityofedgewood.org

Phone Number: (253) 952-3299

Critical Insight Contact Information

Name: Wes Hardcastle
Consulting Practice Director

Mailing Address: Critical Insight, Inc.
500 Pacific Ave., Suite 650
Bremerton, WA 98337

E-Mail Address: Wes.Hardcastle@CriticalInsight.com

Phone Number: (206) 923-8748

Penetration Testing Service Description and Scope

This section provides a description of services, scope of activity, and support requirements associated with the services.

Scope of Activity

The scope outlined below depicts the scope of activity associated with this engagement.

Table 1 - Scope of the Penetration Testing Services

Activity or Focus	Scope & Delivery Requirements
Internal Penetration Testing	Perform automated and manual testing of internally available services and resources of up to 100 IP addresses: • City of Edgewood, WA will provision user accounts for Critical Insight (assume breach) relevant to data collection findings to validate further security controls • Using that data, Critical Insight will conduct, where possible: ○ Vulnerability investigation and identification ○ Vulnerability exploitation ○ Privilege escalation ○ Network exploitation ○ Lateral movement ○ Account exploitation (with provided low-privileged account)

Coordination, Planning, & Project Initiation

Critical Insight will assign a Lead Consultant to be the primary point of contact for all project work. The Lead Consultant will coordinate, plan, manage, and report all project activities and findings to City of Edgewood, WA designated Project Sponsor and/or Project Manager.

Critical Insight will provide project management for all aspects of this project, including tracking and resolution of project related issues, progress tracking, project reporting, and communication.

A key component of Critical Insight’s project management approach is timely reporting of project progress and findings. This enables a proactive approach to addressing security risks discovered during the course of the project and ensures that all project stakeholders are completely informed at all times. To support this, Critical Insight will conduct a biweekly status report teleconference with City of Edgewood, WA project team. Follow-up

discussions and deliverables will occur on a case-by-case basis to ensure clear and timely communication of all issues.

Customer Resource Requirements

Achieving City of Edgewood, WA objectives will require active participation from both the Critical Insight Project Lead Consultant as well as City of Edgewood, WA own personnel. To ensure the timely and successful completion of this project, City of Edgewood, WA should expect at least the following resource time commitments from its own personnel:

- A Project Sponsor should be assigned to provide resolution of issues, escalation of issues, clarification of requirements, sign-off deliverables, and access to resources as required by the project team.
- This role will require only a 2-3 hour per week of commitment to the project.

Additionally, the following activities and estimated time allocations will be performed as part of the project in which City of Edgewood, WA-identified staff will participate:

- Kick-off meeting: 1 hour
- Staff available for communications during testing period

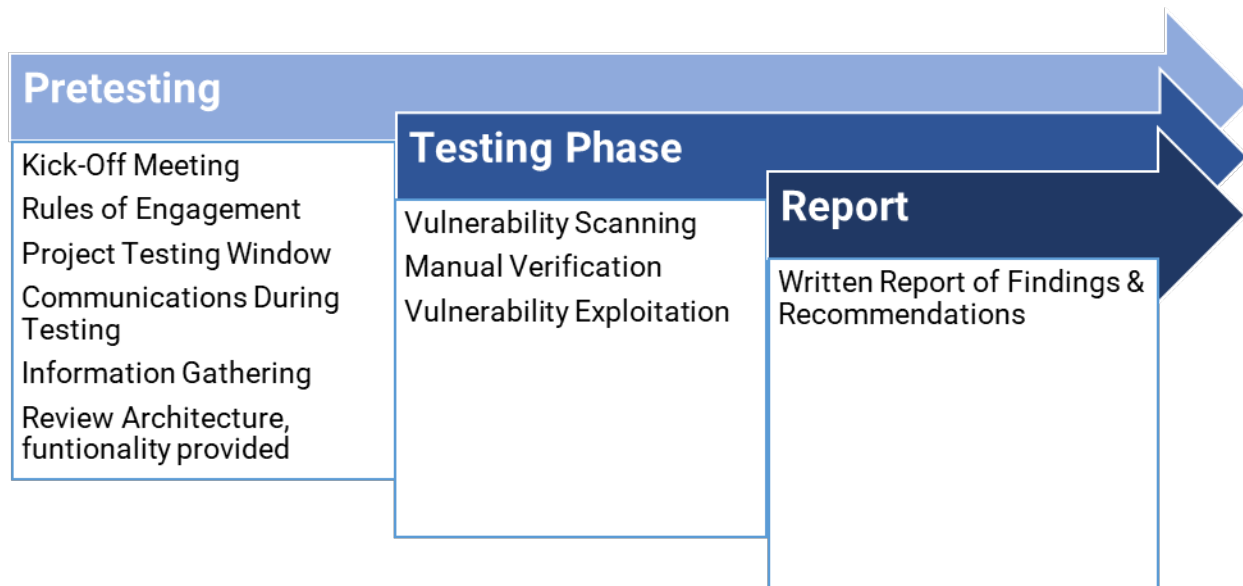
Penetration Testing

This section presents Critical Insight's approach to conducting the Internal Penetration Tests. This approach includes descriptions of project initiation, assessment methodology, and reporting. Each of these project phases is clearly defined below.

At the end of this project, City of Edgewood, WA will be provided a Penetration Test Report which will clearly identify any findings and recommendations to assist City of Edgewood, WA in establishing mitigating controls.

It is important to note that Critical Insight does not offer any opinions of legal compliance. The following figure depicts Critical Insight's assessment process.

Figure 1 - Pentesting Services Workflow



Methodology and Approach

Critical Insight will provide to City of Edgewood, WA a penetration test against an internal network target list of up to 100 IP addresses. This engagement will use a White Box internal penetration testing approach. An internal penetration test simulates what an insider with a set of “normal” user credentials could accomplish during a malicious event. The targets will often include assets not accessible from anywhere other than an internal network and can be different than those for an external penetration testing. Another major differentiator is the penetration tester for an internal penetration test will simulate an attacker who plugs into a live network jack and obtains an IP address on the network and executes the testing from a point within the internal network.

The following describes the approach and methodology for delivery of a penetration test for this engagement:

- Penetration Testing Objectives
 - Against a target IP space or DNS name range as defined in the rules of engagement
 - Map out accessible resources
 - Identify vulnerabilities and weaknesses
 - Identify which of those vulnerabilities and weaknesses are exploitable with known tools and techniques
 - Execute a Proof of Concept by exploiting the weaknesses and vulnerabilities without causing actual harm or data exposure

- Escalate privileges as needed and move laterally through the network to achieve assessment objectives

The following sections present Critical Insight's approach to providing Penetration Testing (Pentesting) Services.

Project Initiation Meeting

Critical Insight recognizes the value of communication and ongoing collaboration with our customers. During the meeting, Critical Insight will address the following topics:

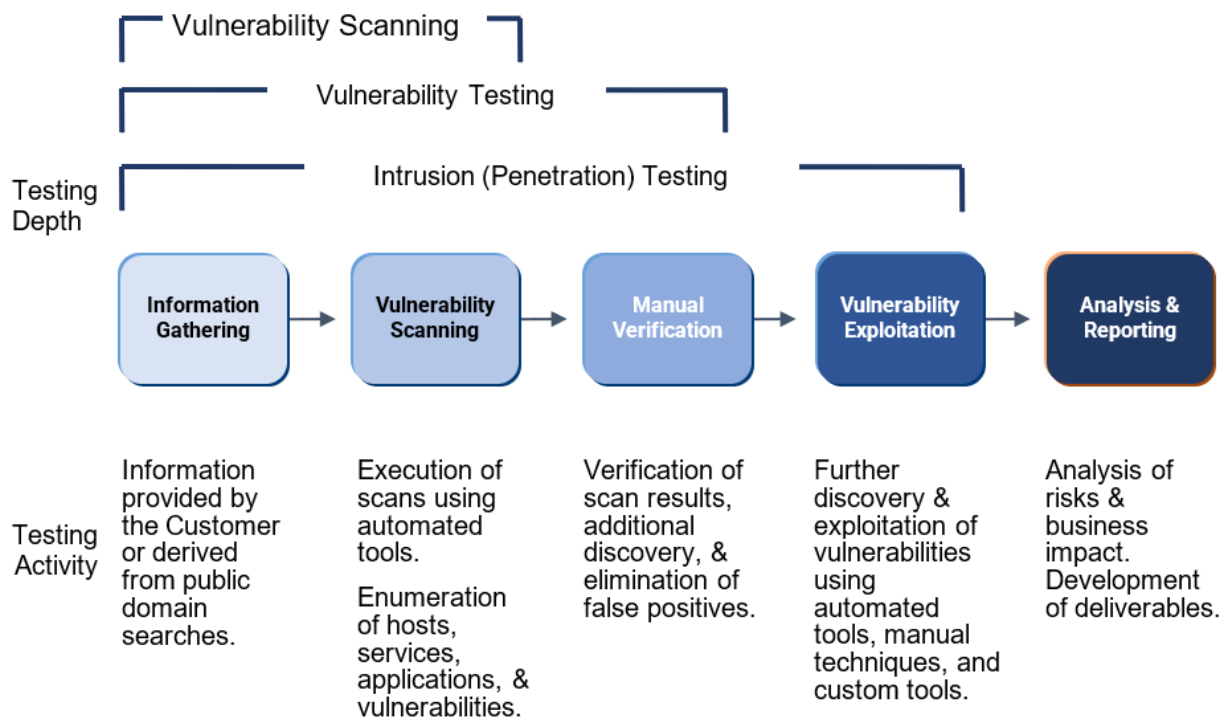
- Introduce key people at City of Edgewood, WA and Critical Insight.
- Exchange contact information (for regular reporting and emergencies).
- Review communication, notification, and issue escalation procedures.
- Discuss other specific City of Edgewood, WA requests and rules of engagement.
- Provide detailed description of application architecture and functionality
- Critical Insight will discuss the nature and time requirements for specific deliverable types that might be requested by City of Edgewood, WA during the project, the designated recipient, and the manner in which Critical Insight will forward those deliverables.

Penetration Testing Activities

During this phase, Critical Insight attempts to exploit some of the vulnerabilities identified and confirmed during the previous phases. Critical Insight performs exploits with the sole aim of fulfilling the specific goals of the penetration test as agreed upon at the commencement of the project. Exploitation of some vulnerabilities may lead to the identification of new vulnerabilities that in turn may need to be further exploited in order to find potential problems. However, please note that Critical Insight will follow this iterative process only to the extent necessary to accomplish the goals of the assessment.

The graphic identifies activities included in Penetration Testing, but not in Vulnerability Testing and is included to illustrate where the scope of a Vulnerability Assessment ends.

Figure 2 – Pentesting Services Activities



Information Gathering

The objective of this first phase is to gain as much knowledge as possible about the target environment through a combination of non-intrusive and somewhat intrusive activities. Equipped with the results of these Intelligence Gathering activities, the team determines its execution plans for the subsequent phases.

- Project based information gathering
- Public-domain information gathering
- Network mapping

Vulnerability Scanning

The objective of this phase is to identify hosts, services and vulnerabilities in the target environment using a suite of customized tools. Critical Insight performs two distinct steps during this phase: Host & Service Identification and Vulnerability Identification.

- Host & Service Identification
- Vulnerability Identification

Manual Verification

During this phase, Critical Insight manually confirms the results from the automated tools. This activity serves to filter the data to improve the accuracy and relevance of our technical findings report as it eliminates false positives yielded by the tools.

While the scans effectively identify a large portion of the vulnerabilities present, Critical Insight also executes manual testing to identify certain complex, emerging, or obscure vulnerabilities. This phase does not generally include exploitation of the identified vulnerabilities to penetrate systems. However, 'inadvertent' exploitation may occur when the vulnerability, by its very nature, is exploited in the process of identifying its presence or when exploitation will identify additional and/or dependent vulnerabilities.

The activities Critical Insight performs during this phase offer significant value over the sole use of automated tools. Often, vulnerabilities identified using automated tools only are later determined to be false positives with the use of these advanced techniques. Furthermore, such techniques allow Critical Insight to identify previously undetected vulnerabilities as they can detect countersecurity and attack techniques that obscure vulnerabilities from automated tools. For example, a common application running on a non-standard port may exhibit vulnerabilities not discovered by an automated scanner, but detectable using manual testing methods.

At the conclusion of this phase, Critical Insight will enumerate and validate vulnerabilities discovered through both automated and manual means. Within the final deliverable report, Critical Insight will note any particular vulnerability whose presence could neither be validated nor eliminated.

Vulnerability Exploitation

During this phase, Critical Insight attempts to exploit some of the vulnerabilities identified and confirmed during the previous phases. Critical Insight will execute exploits with the sole aim of fulfilling the specific goals of the penetration assessment; however, Critical Insight will not actively exploit any vulnerability without obtaining permission from the Customer. Exploitation of certain vulnerabilities may lead to the identification of additional vulnerabilities that, in turn, may require further exploitation to identify potential problems. However, please note that Critical Insight will follow this iterative process only to the extent necessary to accomplish the goals of the assessment.

Critical Insight performs Vulnerability Exploitation using a variety of techniques, depending on the nature of the vulnerabilities. Due to the nature of some vulnerabilities, Critical Insight may not be successful in exploiting all vulnerabilities within the agreed timeframe for execution. In such cases, Critical Insight will note this in the final deliverable report.

Special care will be taken to avoid inadvertent exposure of sensitive data during testing. Our testers are well versed in working in HIPAA and other regulated environments and will make every effort to avoid inadvertent exposures of sensitive or regulated data during testing. Should sensitive or regulated data inadvertently be exposed, we will notify City of Edgewood, WA, provide the sensitive or regulated data that was exposed, and destroy any

sensitive or regulated data we have. Note that this is not a reportable data breach under HIPAA.

Critical Insight will also provide knowledge transfer to City of Edgewood, WA on how to use successful exploits identified in this engagement and how to detect the use of these exploits when these attacks are in progress.

Analysis and Reporting

During the Analysis and Reporting phase, Critical Insight analyzes the information gathered and documents the findings. Critical Insight then assigns a rating to each risk identified, based on standards of good practice and Critical Insight's extensive practical assessment experience.

Specifically, Critical Insight categorizes the risk each finding poses to your enterprise as "High," "Medium," or "Low." Critical Insight will also categorize the amount of effort required to implement each recommendation as "High," "Medium," or "Low".

Schedule

Period of Performance

City of Edgewood, WA understands and agrees that changes in critical factors (such as those listed below in Project Change Control, or a delay in signature of this document) may impact Critical Insight’s ability to meet certain dates.

Project Start Date	Within Eight (8) weeks of Effective Date
Project Completion Date	Within Eight (8) weeks of Start Date

Project Change Control

Critical Insight has made every attempt to accurately estimate time required to successfully complete the project. City of Edgewood, WA acknowledges and agrees that if impediments, complications, or City of Edgewood, WA requested changes in scope arise, these factors are out of the control of Critical Insight, and the length of the project and associated price could be impacted.

Examples of valid impediments, complications, and changes in scope consist of (but are not limited to):

- City of Edgewood, WA initiated delay where City of Edgewood, WA is not prepared to allow Critical Insight to begin work on the agreed upon start date thus resulting in additional cost to Critical Insight for resources that have been sent to City of Edgewood, WA’s site but cannot begin the Services
- City of Edgewood, WA provided information necessary for timely delivery by Critical Insight is not accurate
- Delays or problems associated with third party telecommunication equipment
 - This includes, but is not limited to, cabling, servers, routers, hubs, and switches managed or installed by third parties
- Malfunctioning hardware
- Inability to access equipment or personnel that are required to complete the project
- Conflicts or incompatibilities associated with the installation of hardware or software installed by Critical Insight
- City of Edgewood, WA increases the scope of services requiring additional labor, hardware, software, materials, travel, lodging, meals, or other direct costs

If any change(s) from impediments, complications, or City of Edgewood, WA changes in the scope of services cause an increase or decrease in the price or level of effort of the SOW, or the time required for the performance of any part of the work to be accomplished

hereunder, whether or not such work is specifically identified in the written change, then the price, delivery schedules and other affected provision(s), if any, as applicable, shall be equitably adjusted and this SOW shall be modified in writing by the mutual agreement of the parties in accordance with this Section.

Service Deliverables

Description

Critical Insight will provide the following deliverables as part of this project.

Table 2 - Deliverable Description

Name of Deliverable	Description of Deliverable
Internal Penetration Testing Report	A report detailing the penetration testing methodology as well as the findings and recommendations for remediation identified during the testing. • Discovered vulnerabilities and weaknesses • Exploited vulnerabilities and weaknesses • Remediation and mitigation recommendations

Acceptance of Deliverables

City of Edgewood, WA has five (5) business days to inspect and acknowledge full delivery of the Services to be provided by Critical Insight hereunder upon completion and delivery of the Services by Critical Insight. City of Edgewood, WA will indicate such acknowledgement by signing Critical Insight’s Project Completion Form, a sample of which is attached as *Appendix A: Project Completion Form*.

If City of Edgewood, WA believes that Critical Insight has not fully delivered the Services to be provided hereunder and refuses to sign the Project Completion Form on that basis, City of Edgewood, WA shall identify in reasonable detail the specific Services or deliverables which City of Edgewood, WA believes were not delivered, with specific reference to the corresponding sections of this SOW, via written notice to Critical Insight within such five (5) business day period.

Following Critical Insight’s receipt of any such notification, the parties shall cooperate in good faith to promptly address and resolve any remaining Service delivery requirements. Upon Critical Insight’s delivery of the remaining Services, if any, City of Edgewood, WA’s right to inspect and acknowledge full delivery shall be as stated above. If City of Edgewood, WA fails to provide such acknowledgement or notice within the five (5) business days of receiving final deliverables, City of Edgewood, WA agrees that the services shall be deemed fully delivered to City of Edgewood, WA, even if City of Edgewood, WA has not signed the Critical Insight Project Completion Form.

Use of Drones for Remote Testing

- A “drone” is a hardware or software computer system used in remotely performed penetration and technical testing that is shipped to City of Edgewood, WA’s site and placed on their network and/or in range of the City of Edgewood, WA wireless networks for the purposes of testing
- The drone will create an encrypted tunnel back to our tester’s system that will be used to operate the drone remotely during testing
- Software Drones
 - Provided in the form of:
 - A VM
 - A procedure for City of Edgewood, WA to build the testing system for use remotely by Critical Insight testing staff and possibly transition to the City of Edgewood, WA team for their continued use after the engagement
- Hardware drones
 - Shipped preconfigured and usually only need minimal effort by City of Edgewood, WA staff to be plugged into power and/or into the network and switched on/off
 - Hardware drones are shipped with return packaging and prepaid shipping labels
 - Hardware drones are limited to a 30-day City of Edgewood, WA onsite residence on this project and City of Edgewood, WA must plan to complete the hardware drone-based testing within that window and package and ship the hardware drone before the 30-day limit expires
 - If City of Edgewood, WA fails to ship the hardware drone(s) 30 days after initial delivery as shown by the delivery shipping company’s tracking information and by the return shipping company’s tracking information, City of Edgewood, WA will purchase the hardware drone(s) and will be automatically invoiced for each hardware drone at a cost of \$1000 for each hardware drone not shipped before 30 days after initial delivery

Assumptions

Critical Insight used the following assumptions during development of this SOW. Any changes to these assumptions may affect the price and schedule commitments.

- City of Edgewood, WA will provide Critical Insight access to the business, customer, and technical information, and facilities necessary to execute the solution
- City of Edgewood, WA will provide Critical Insight on-site and off-site access to documents necessary for this assessment
- City of Edgewood, WA will ensure that appropriate personnel are available to meet with Critical Insight, as necessary
- Layer-3 devices will allow the protocols needed to discover and identify network services
- Critical Insight will have approved access to vendors, for the purpose of obtaining device configurations, network diagrams, and details on monitoring or other processes that are performed on behalf of City of Edgewood, WA
 - If required, City of Edgewood, WA will assist with obtaining this access
- During this engagement, any vulnerabilities, sensitive data, or configuration data found will not be disclosed except to specified City of Edgewood, WA staff
 - Discovery and investigation processes should not interrupt any processes or services or cause any impact to the availability of operations
- Critical Insight will not be obligated to extend engagements when delays result from City of Edgewood, WA's inability to meet stated prerequisites prior to an engagement, nor when delays result from City of Edgewood, WA personnel not being available to provide required support
- During this effort, Critical Insight will not be responsible for negotiations with hardware, software, or other vendors, or any other contractual relationship between City of Edgewood, WA and third parties
 - Critical Insight, at the request of City of Edgewood, WA, will provide input to City of Edgewood, WA regarding optimal product or vendor selection
- Critical Insight will perform the work between 8:30 a.m. and 5:00 p.m. (local time)
- After-hour and weekend work (when required), must be explicitly identified below or as otherwise agreed to in writing by the parties:

After-hours required? Yes ☒ No ☐

Weekend hours required? Yes ☐ No ☒

Location of onsite services? **All work can be conducted remotely**

Or

**City of Edgewood, WA
2224 104th Avenue East, Edgewood,
WA, US, 98372**

Cost

Travel and Expense Reimbursement

Where travel, meals, lodging, and other direct costs for the described effort are incurred in the completion of this engagement, those expenses shall be billed to and reimbursed by City of Edgewood, WA at actual cost.

Travel may not be required on this engagement as all work can be conducted remotely.

Hardware Drone Fees

For each hardware drones not shipped prior to the thirty day (30 day) onsite residence limit, based on the tracking information from the return shipping company, or not returned to us within 30 days of the Acceptance of Deliverables and/or Project Completion will incur an expense charge of \$1,000 for each hardware drone over the 30-day onsite residence limit, to be invoiced immediately.

EXHIBIT B



CITY OF EDGEWOOD, WA EXTERNAL PENETRATION TESTING SERVICES

12-18-2024

Presented To:

Matthew Ray
IT Director
City of Edgewood, WA
2224 104th Avenue East, Edgewood, WA, US,
98372
matthew@cityofedgewood.org
(253) 952-3299

Submitted by:

Wes Hardcastle
Consulting Practice Director
Critical Insight, Inc.
500 Pacific Ave., Suite 650
Bremerton, WA 98337
Wes.Hardcastle@CriticalInsight.com
(206) 923-8748

NOTICE

Critical Insight has made every reasonable attempt to ensure that the information contained within this statement of work is correct, current and properly sets forth the requirements as have been determined to date. The parties acknowledge and agree that the other party assumes no responsibility for errors that may be contained in or for misinterpretations that readers may infer from this document.

NON-DISCLOSURE STATEMENT

The information in this document is Critical Insight Confidential, and cannot be reproduced or redistributed in any way, shape, or form without prior written consent from Critical Insight, Inc.

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General Information

Background & Objectives

Purpose

This SOW describes the activities, scope and deliverables for the following security services:

- External Penetration Test
 - External Blackbox network penetration testing – up to 5 IP Addresses

External Penetration Test

A penetration test seeks to understand what vulnerabilities are present, which threats may attack those vulnerabilities, and the impact of the threat leveraging the vulnerability. By understanding the likelihood and impact of those factors, a better understanding of risk is gained, and appropriately prioritized mitigations can occur. Furthermore, the testing activity can serve as a validation of existing mitigations and their overall effectiveness. A penetration test verifies whether these controls are deployed, configured, and monitored appropriately.

External penetration test is targeted at systems that store, process and/or transmit sensitive and regulated data as well as controls in place to protect these systems from attack.

Remediation of controls not fully implemented is not included herein but may be covered in a separate SOW if requested.

This SOW includes:

- Scope of Work - Critical Insight's methodology for conducting these assessments and the scope of work that will be performed
- Deliverables - Description of the deliverables for this project
- Project Assumptions - any assumptions that were used to derive the scope of work or pricing for this engagement

Key Business and Technical Contacts

Customer Contact Information

Name: Matthew Ray
IT Director

Mailing Address: City of Edgewood, WA
2224 104th Avenue East, Edgewood, WA, US,
98372

E-Mail Address: matthew@cityofedgewood.org

Phone Number: (253) 952-3299

Critical Insight Contact Information

Name: Wes Hardcastle
Consulting Practice Director

Mailing Address: Critical Insight, Inc.
500 Pacific Ave., Suite 650
Bremerton, WA 98337

E-Mail Address: Wes.Hardcastle@CriticalInsight.com

Phone Number: (206) 923-8748

Service Description and Scope

This section provides a description of services, scope of activity, and support requirements associated with the services.

Scope of Activity

The scope outlined below depicts the scope of activity associated with this engagement.

Table 1 - Scope of the Penetration Testing Services

Activity or Focus	Scope & Delivery Requirements
External Penetration Testing	Perform automated and manual testing of externally available services and resources belonging to City of Edgewood, WA of up to 5 IP addresses: • Automated and manual service discovery and identification • Vulnerability investigation and identification • Vulnerability exploitation • If relevant and authorized, post-exploitation privilege escalation and lateral movement.

Coordination, Planning, & Project Initiation

Critical Insight will assign a Lead Consultant to be the primary point of contact for all project work. The Lead Consultant will coordinate, plan, manage, and report all project activities and findings to City of Edgewood, WA designated Project Sponsor and/or Project Manager.

Critical Insight will provide project management for all aspects of this project, including tracking and resolution of project related issues, progress tracking, project reporting, and communication.

A key component of Critical Insight’s project management approach is timely reporting of project progress and findings. This enables a proactive approach to addressing security risks discovered during the course of the project and ensures that all project stakeholders are completely informed at all times. To support this, Critical Insight will conduct a biweekly status report teleconference with City of Edgewood, WA project team. Follow-up discussions and deliverables will occur on a case-by-case basis to ensure clear and timely communication of all issues.

Customer Resource Requirements

Achieving City of Edgewood, WA objectives will require active participation from both the Critical Insight Project Lead Consultant as well as City of Edgewood, WA own personnel. To

ensure the timely and successful completion of this project, City of Edgewood, WA should expect at least the following resource time commitments from its own personnel:

- A Project Sponsor should be assigned to provide resolution of issues, escalation of issues, clarification of requirements, sign-off deliverables, and access to resources as required by the project team.
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Additionally, the following activities and estimated time allocations will be performed as part of the project in which City of Edgewood, WA-identified staff will participate:

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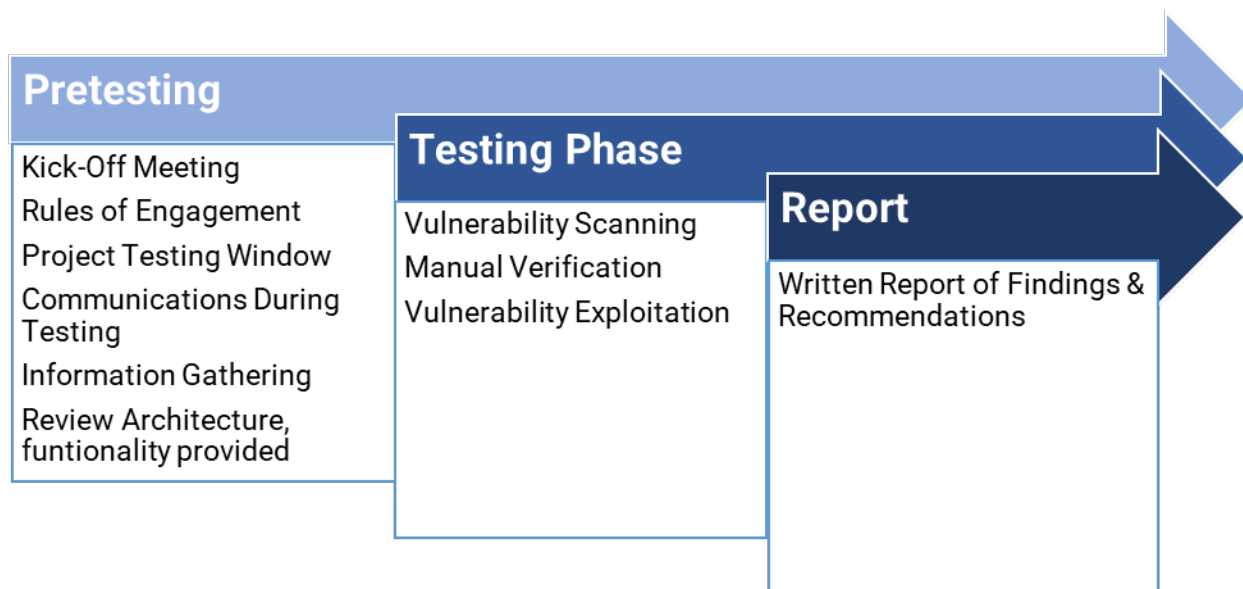
Penetration Testing

This section presents Critical Insight's approach to conducting the External Penetration Tests. This approach includes descriptions of project initiation, assessment methodology, and reporting. Each of these project phases is clearly defined below.

At the end of this project, City of Edgewood, WA will be provided a Penetration Test Report which will clearly identify any findings and recommendations to assist City of Edgewood, WA in establishing mitigating controls.

It is important to note that Critical Insight does not offer any opinions of legal compliance. The following figure depicts Critical Insight's assessment process.

Figure 1 – Pentesting Services Workflow



Methodology and Approach

Critical Insight will provide to City of Edgewood, WA a penetration test against Internet-accessible network that includes an external Internet-facing network target list of up to City of Edgewood, WA IP addresses with only 2 expected active systems.

This engagement includes a no prior-knowledge (also called “Black Box”) external (Internet-based) penetration test. External penetration testing is launched from the Internet and outside the corporate networks. A Black Box external penetration test is conducted without prior knowledge of the environment including DNS names, a set of network IP addresses, and operationally significant details.

The following describes the approach and methodology for delivery of a penetration test for this engagement:

- **Penetration Testing Objectives**
 - Against a target IP space or DNS name range as defined in the rules of engagement
 - Map out accessible resources
 - Identify vulnerabilities and weaknesses
 - Identify which of those vulnerabilities and weaknesses are exploitable with known tools and techniques
 - Execute a Proof of Concept by exploiting the weaknesses and vulnerabilities without causing actual harm or data exposure
 - Escalate privileges as needed and move laterally through the network to achieve assessment objectives

The following sections present Critical Insight's approach to providing Penetration Testing (Pentesting) Services.

Project Initiation Meeting

Critical Insight recognizes the value of communication and ongoing collaboration with our customers. During the meeting, Critical Insight will address the following topics:

- Introduce key people at City of Edgewood, WA and Critical Insight
- Exchange contact information (for regular reporting and emergencies)
- Review communication, notification, and issue escalation procedures
- Discuss other specific City of Edgewood, WA requests and rules of engagement
- Provide detailed description of application architecture and functionality
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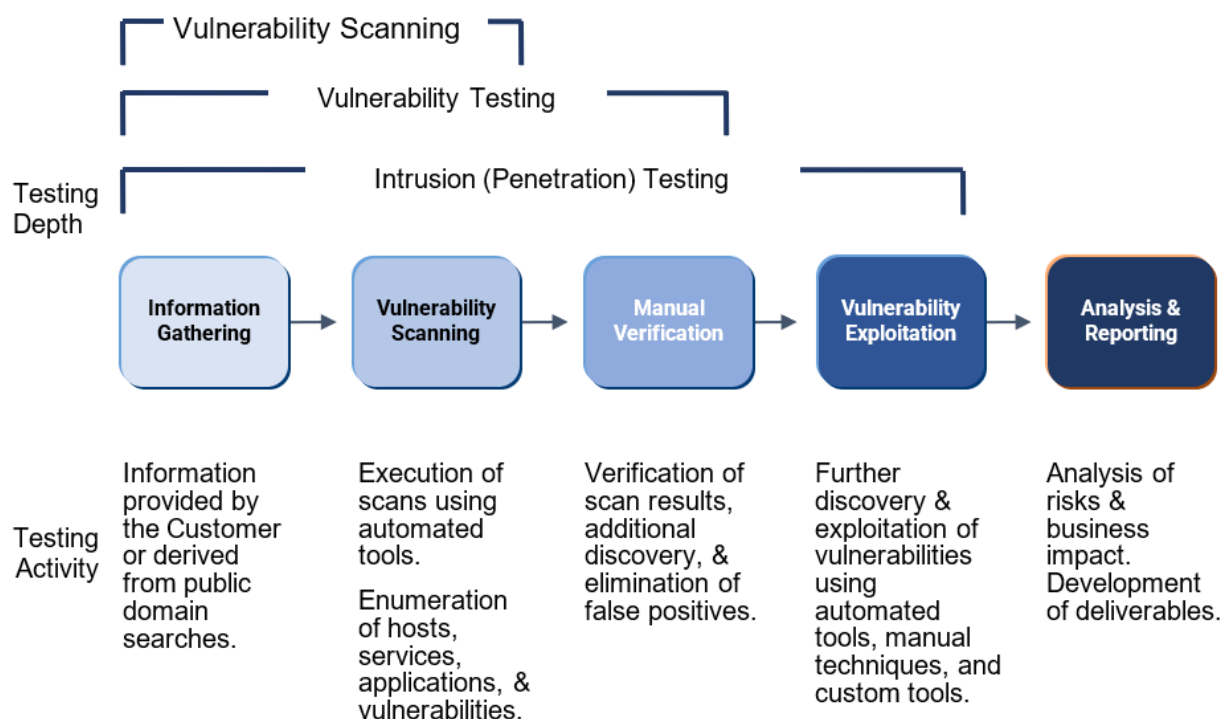
Penetration Testing Activities

During this phase, Critical Insight attempts to exploit some of the vulnerabilities identified and confirmed during the previous phases. Critical Insight performs exploits with the sole aim of fulfilling the specific goals of the penetration test as agreed upon at the commencement of the project. Exploitation of some vulnerabilities may lead to the identification of new vulnerabilities that in turn may need to be further exploited in order to find potential problems. However, please note that Critical Insight will follow this iterative process only to the extent necessary to accomplish the goals of the assessment.

The graphic identifies activities included in Penetration Testing, but not in Vulnerability Testing and is included to illustrate where the scope of a Vulnerability Assessment ends.

Figure 2 – Pentesting Services Activities

Information Gathering



The objective of this first phase is to gain as much knowledge as possible about the target environment through a combination of non-intrusive and somewhat intrusive activities. Equipped with the results of these Intelligence Gathering activities, the team determines its execution plans for the subsequent phases.

- Project based information gathering
- Public-domain information gathering
- Network mapping

Vulnerability Scanning

The objective of this phase is to identify hosts, services and vulnerabilities in the target environment using a suite of customized tools. Critical Insight performs two distinct steps during this phase: Host & Service Identification and Vulnerability Identification.

- Host & Service Identification
- Vulnerability Identification

Manual Verification

During this phase, Critical Insight manually confirms the results from the automated tools. This activity serves to filter the data to improve the accuracy and relevance of our technical findings report as it eliminates false positives yielded by the tools.

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The activities Critical Insight performs during this phase offer significant value over the sole use of automated tools. Often, vulnerabilities identified using automated tools only are later determined to be false positives with the use of these advanced techniques. Furthermore, such techniques allow Critical Insight to identify previously undetected vulnerabilities as they can detect countersecurity and attack techniques that obscure vulnerabilities from automated tools. For example, a common application running on a non-standard port may exhibit vulnerabilities not discovered by an automated scanner, but detectable using manual testing methods.

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Critical Insight performs Vulnerability Exploitation using a variety of techniques, depending on the nature of the vulnerabilities. Due to the nature of some vulnerabilities, Critical Insight may not be successful in exploiting all vulnerabilities within the agreed timeframe for execution. In such cases, Critical Insight will note this in the final deliverable report.

Special care will be taken to avoid inadvertent exposure of sensitive data during testing. Our testers are well versed in working in HIPAA and other regulated environments and will make every effort to avoid inadvertent exposures of sensitive or regulated data during testing. Should sensitive or regulated data inadvertently be exposed, we will notify City of Edgewood, WA, provide the sensitive or regulated data that was exposed, and destroy any

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Critical Insight will also provide knowledge transfer to City of Edgewood, WA on how to use successful exploits identified in this engagement and how to detect the use of these exploits when these attacks are in progress.

Analysis and Reporting

During the Analysis and Reporting phase, Critical Insight analyzes the information gathered and documents the findings. Critical Insight then assigns a rating to each risk identified, based on standards of good practice and Critical Insight's extensive practical assessment experience.

Specifically, Critical Insight categorizes the risk each finding poses to your enterprise as "High," "Medium," or "Low." Critical Insight will also categorize the amount of effort required to implement each recommendation as "High," "Medium," or "Low".

Schedule

Period of Performance

City of Edgewood, WA understands and agrees that changes in critical factors (such as those listed below in Project Change Control, or a delay in signature of this document) may impact Critical Insight’s ability to meet certain dates.

Project Start Date	Within Eight (8) weeks of Effective Date
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Project Change Control

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Examples of valid impediments, complications, and changes in scope consist of (but are not limited to):

- City of Edgewood, WA initiated delay where City of Edgewood, WA is not prepared to allow Critical Insight to begin work on the agreed upon start date thus resulting in additional cost to Critical Insight for resources that have been sent to City of Edgewood, WA’s site but cannot begin the Services
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- Malfunctioning hardware
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If any change(s) from impediments, complications, or City of Edgewood, WA changes in the scope of services cause an increase or decrease in the price or level of effort of the SOW,

or the time required for the performance of any part of the work to be accomplished hereunder, whether or not such work is specifically identified in the written change, then the price, delivery schedules and other affected provision(s), if any, as applicable, shall be equitably adjusted and this SOW shall be modified in writing by the mutual agreement of the parties in accordance with this Section.

Service Deliverables

Description

Critical Insight will provide the following deliverables as part of this project.

Table 3 - Deliverable Description

Name of Deliverable	Description of Deliverable
External Penetration Testing Report	A report detailing the External Penetration Testing methodology as well as the findings and recommendations for remediation identified during the testing. • Discovered vulnerabilities and weaknesses • Exploited vulnerabilities and weaknesses • Remediation and mitigation recommendations

Acceptance of Deliverables

City of Edgewood, WA has five (5) business days to inspect and acknowledge full delivery of the Services to be provided by Critical Insight hereunder upon completion and delivery of the Services by Critical Insight. City of Edgewood, WA will indicate such acknowledgement by signing Critical Insight’s Project Completion Form, a sample of which is attached as *Appendix A: Project Completion Form*.

If City of Edgewood, WA believes that Critical Insight has not fully delivered the Services to be provided hereunder and refuses to sign the Project Completion Form on that basis, City of Edgewood, WA shall identify in reasonable detail the specific Services or deliverables which City of Edgewood, WA believes were not delivered, with specific reference to the corresponding sections of this SOW, via written notice to Critical Insight within such five (5) business day period.

Following Critical Insight’s receipt of any such notification, the parties shall cooperate in good faith to promptly address and resolve any remaining Service delivery requirements. Upon Critical Insight’s delivery of the remaining Services, if any, City of Edgewood, WA’s right to inspect and acknowledge full delivery shall be as stated above. If City of Edgewood, WA fails to provide such acknowledgement or notice within the five (5) business days of receiving final deliverables, City of Edgewood, WA agrees that the services shall be deemed fully delivered to City of Edgewood, WA, even if City of Edgewood, WA has not signed the Critical Insight Project Completion Form.

Assumptions

Critical Insight used the following assumptions during development of this SOW. Any changes to these assumptions may affect the price and schedule commitments.

- City of Edgewood, WA will provide Critical Insight access to the business, customer, and technical information, and facilities necessary to execute the solution
- City of Edgewood, WA will provide Critical Insight on-site and off-site access to documents necessary for this assessment
- City of Edgewood, WA will ensure that appropriate personnel are available to meet with Critical Insight, as necessary
- Layer-3 devices will allow the protocols needed to discover and identify network services
- Critical Insight will have approved access to vendors, for the purpose of obtaining device configurations, network diagrams, and details on monitoring or other processes that are performed on behalf of City of Edgewood, WA
 - If required, City of Edgewood, WA will assist with obtaining this access
- During this engagement, any vulnerabilities, sensitive data, or configuration data found will not be disclosed except to specified City of Edgewood, WA staff
 - Discovery and investigation processes should not interrupt any processes or services or cause any impact to the availability of operations
- Critical Insight will not be obligated to extend engagements when delays result from City of Edgewood, WA's inability to meet stated prerequisites prior to an engagement, nor when delays result from City of Edgewood, WA personnel not being available to provide required support
- During this effort, Critical Insight will not be responsible for negotiations with hardware, software, or other vendors, or any other contractual relationship between City of Edgewood, WA and third parties
 - Critical Insight, at the request of City of Edgewood, WA, will provide input to City of Edgewood, WA regarding optimal product or vendor selection
- Critical Insight will perform the work between 8:30 a.m. and 5:00 p.m. (local time)
- After-hour and weekend work (when required), must be explicitly identified below or as otherwise agreed to in writing by the parties:

After-hours required? Yes ☒ No ☐

Weekend hours required? Yes ☐ No ☒

Location of onsite services? **All work can be conducted remotely**

Or

**City of Edgewood, WA
2224 104th Avenue East, Edgewood,
WA, US, 98372**

Cost

Travel and Expense Reimbursement

Where travel, meals, lodging, and other direct costs for the described effort are incurred in the completion of this engagement, those expenses shall be billed to and reimbursed by City of Edgewood, WA at actual cost.

No travel is required or is expected on this engagement as all work will be conducted remotely.



CRITICAL INSIGHT MASTER SERVICES AGREEMENT v.01182024

THIS MASTER SERVICES AGREEMENT ("MSA"), together with any then-current Statement of Service ("**SOS**") between Customer and Critical Insight, Inc. ("**CI**") and the related exhibits, documentation and specifications CI may from time to time deliver or make available to Customer, govern and control the Services described in the ordering SOS. Capitalized terms not otherwise defined below shall have the meaning assigned to them in the SOS. Unless otherwise stated in a SOS, the terms of this MSA shall control any conflicting or inconsistent term in such SOS.

1. **Definitions.** Capitalized terms in this Agreement not otherwise defined have the meaning described below, for both singular and plural form.
 - a. "**Agreement**" means this MSA, each SOS, and each exhibit that supplements the MSA and/or a SOS, as each such document may be amended from time to time.
 - b. "**Appliance**" means the computer hardware unit integrated in Customer's Internet server stack as part of CI's provisioning process and included in, and required to enable activation and performance of, the CI Products.
 - c. "**CI Assets**" means all computer hardware, software, networking tools and equipment, appliances and devices owned and operated or licensed by CI that are deployed or engaged in performance, in whole or part, of the Services, including any Appliance(s) provided to Customer in connection with the Services.
 - d. "**CI Products**" means the CI Programs, Appliances, monitoring and response services, action plans, Reports, graphics, pictorial and functional representations, spreadsheets, presentations, analyses, processes, methods, procedures, concepts, know-how, techniques, practices, and all related manuals and Documentation, and modifications and improvements in respect to any of the foregoing, provided, delivered or made available to Customer by CI pursuant to a mutually executed SOS.
 - e. "**CI Programs**" means the Critical Insight® monitoring software programs and applications, designs, inventions, source code, tools, and third-party software and solutions, patches, updates and new versions to any of the foregoing, and user ID's, user interfaces, tokens, passwords and portals licensed or sublicensed to Customer by CI, but excludes custom programs, if any, developed by CI for Customer.
 - f. "**CI Services**" means the consulting services described in the ordering SOS and any other professional services that CI provides to Customer at Customer's request
 - g. "**Customer Data**" means the in-bound and out-bound Internet borne data hosted on Customer's proprietary servers that is monitored by the CI Programs.
 - h. "**Customer Infringement Exclusion**" means (i) Customer's use of the CI Programs except as permitted under this Agreement or Customer's combination of the CI Programs with any hardware, software or other materials either that are not provided by CI, or that could not reasonably have been anticipated to be used in combination with the CI Programs, in each case where absent such combination the CI Programs would be non-infringing, (ii) Customer's use of other than the most current release of the CI Programs that results in a claim or action for infringement that could have been avoided by use of the current release, provided that CI has supplied Customer with the most current release at no additional fee, or (iii) the provision by Customer to CI of materials, designs, know-how, software or other intellectual property with instructions to CI to use the same in connection with the CI Programs.

- i. **"Confidential Information"** means all information, data, and material one party hereto (the receiving party) obtains from the other party (the disclosing party) in connection with this Agreement; provided, that Confidential Information does not include information that: (i) was known to the receiving party without restriction before receipt from the disclosing party; (ii) is publicly available through no fault of the receiving party; (iii) is rightfully received by the receiving party from a third party without a duty of confidentiality; or (iv) is independently developed by the receiving party without reference to any Confidential Information of the disclosing party. Confidential Information also includes the terms of this Agreement, non-public personal or financial information relating to a party's employees, customers or contractors, all trade secrets, processes, proprietary data, information or documentation and any pricing or product information the disclosing party provides to the receiving party.
 - j. **"Documentation"** means the Service descriptions, playbooks, instructions and protocols set forth in digital or hard copy format and provided or made available to Customer by CI.
 - k. **"Effective Date"** means the date set forth in the signature block of this Agreement.
 - l. **"Excused Downtime"** means any of the following: (i) force majeure events as defined in Section 16.a. hereof; (ii) data transmission failures outside the control of CI; and (iii) scheduled and emergency maintenance outages. Schedule maintenance is generally conducted between the hours of 8 p.m. Saturday and 8 a.m. Sunday, U.S. Pacific Time. Maintenance outages include, without limitation, installation of software updates and patches, service packs and routine server and application configuration changes. CI may schedule a non-routine maintenance outage on an as needed basis in its sole discretion and, except in instances of emergency maintenance, will use commercially reasonable efforts to notify Customer forty-eight (48) hours in advance of any such outage.
 - m. **"Report"** means any written summary, analysis, finding, schedule or other, similar document prepared for Customer by CI as part of the Services specified in the ordering SOS.
 - n. **"Security Breach"** means the actual or suspected unauthorized third-party access to or use of the CI Assets that compromises the security or functionality of such assets or the confidentiality or integrity of any Customer Confidential Information stored thereon.
 - o. **"Services"** means the CI Products and CI Services together.
 - p. **"Services Term"** shall have the meaning set forth in Section 11.a. hereof.
 - q. **"Termination Event"** means with respect to either party, that party becomes the subject of a proceeding under the Bankruptcy Code, (i) seeking the appointment of a trustee, receiver or custodian or (ii) seeking the liquidation, winding-up, dissolution, reorganization or the like of such party, and the proceeding is not dismissed within 30 days of its commencement. If a party is subject to a Termination Event, such party shall promptly use commercially reasonable efforts to seek court authorization to pay all post-petition fees due hereunder as an administrative expense.
 - r. **"Termination Fee"** means the pro-rated portion of the total Service fee specified in the ordering SOS applicable to the period remaining in the then current Services Term as of the effective date of termination.
2. **Services.** CI will provide Customer the Services set forth in one or more SOS's, which the parties may enter into from time to time, for the term of such SOS. Each SOS, and any related exhibits, attachments and documentation, will provide additional terms and conditions specific to the Services described in such SOS.
 3. **Implementation & Performance.** At all times during the term of the SOS, Customer will provide to CI such access to Customer's technology infrastructure, including proprietary and licensed software and service programs and applications, and authorized personnel as specified in the SOS, the Documentation, and as CI may otherwise reasonably require to configure, integrate, enable, deliver and perform the Services set forth in the SOS. Customer will promptly obtain and provide to CI any required licenses, approvals, consents, permissions and credentials to Customer's facilities, systems, hardware, devices, software and services, as necessary for CI's timely access, performance and delivery of the Services. Customer acknowledges and agrees (a) that CI's performance and delivery of the Services are at all times conditioned upon (i) Customer providing timely, secure and unencumbered access to Customer's authorized personnel, facilities, equipment, systems, hardware, software, devices, network and data, and (ii) Customer's timely decision-making and granting of such approvals, authorizations or permissions as CI may reasonably require to perform the Services; and (b) that CI shall not be in breach of its Services obligations hereunder, or liable for any resulting loss, damage or injury, arising from or in any way related to (A) Customer's failure to timely satisfy and perform the conditions to CI's performance herein specified, or (B) CI's implementation and performance of Documentation-authorized protocols.
 4. **CI Program License.** Upon mutual execution of an SOS for delivery of CI Program support, payment of the fees set forth in such SOS and for the duration of the term of such SOS, Customer will have a nonexclusive, non-assignable (except as provided in Section 16.e.), non-sublicensable, royalty-free, worldwide limited right to access and use the CI Programs solely for Customer's internal business operations and subject to the terms of this Agreement. Only Customer's authorized personnel may access and use the CI Programs, and Customer is solely responsible for compliance with this Agreement by users accessing the CI Programs with Customer's credentials.
 5. **Ownership and Restrictions.** Customer retains all ownership and intellectual property rights in and to Customer Data and, subject to timely payment of applicable Service fees, any Reports prepared by CI for Customer. CI irrevocably assigns and transfers to Customer all of its worldwide right and title to, and interest in, the Reports, including all associated copyright, patent, trade secret, trademark and any other intellectual property or proprietary rights ("**Intellectual Property Rights**"). Additionally, CI grants to Customer a non-exclusive, worldwide, royalty-free,

irrevocable, perpetual, non-terminable, transferable, sublicensable license to all Intellectual Property Rights used in the creation of the Reports in order for Customer to exercise its rights in the Reports as contemplated by the applicable SOS. Without limiting the foregoing, (i) the Reports are “works made for hire” to the extent permitted by law, and (ii) CI will not assert, and otherwise waives, any “moral rights” in the Reports and CI hereby assigns all right, title and interest in such materials to Customer and agrees to reasonably assist Customer, at Customer’s expense, to perfect such interest.

Except for Reports provided to Customer as part of the Services, CI retains all ownership and Intellectual Property Rights in and to the Services, and in furtherance thereof, Customer may not:

- a. Remove or modify any proprietary marking or notice of CI’s proprietary rights;
 - b. Make any aspect of the Services available in any manner to any third party for commercial use by such party, unless such access is expressly permitted in a SOS;
 - c. Modify, make derivative works from, disassemble, reverse engineer or reverse compile any part of the Services (the foregoing prohibition includes, without limitation, review of data structures, signatures or similar materials produced by the Services), or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to CI;
 - d. Except for Reports and as required by applicable law, disclose to any third party the results of any Service without CI’s prior written consent;
 - e. License, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timeshare or service bureau use, or otherwise commercially exploit or make the Services available to any third party other than as expressly authorized under this Agreement.
6. **Exclusions.** Customer is solely responsible for any hardware, software and networking tools, devices and appliances that are not provided by CI pursuant to this Agreement. Customer’s responsibilities include, without limitation, Customer systems installation, maintenance and administrator activities, software and application licensing requirements, conditions and related financial commitments. Customer is solely responsible, at Customer’s expense, for establishing, maintaining, operating and regulating Customer’s access to the Internet, including without limitation, all computer hardware and software and properly configured and installed systems, browsers, modems, access lines and distributed networks necessary to enable, maintain, monitor and control Customer’s Internet access.
7. **CI Assets.** During the term of this Agreement, CI shall observe and maintain data, technical and physical systems and asset security, personnel practices, and continuous monitoring and maintenance protocols in respect to each of the foregoing, all in design, manner and practice consistent with then prevailing industry standards, to: (a) protect and maintain the integrity of (i) all Customer Data and Customer Confidential Information in CI’s possession, and (ii) CI Assets, from unauthorized use, alteration, access, disclosure, damage or destruction; (b) detect, protect against and prevent a Security Breach; and (c) provide CI employees and agents the appropriate training necessary to maintain the confidentiality, security and physical integrity of (i) Customer Data and Customer Confidential Information in CI’s possession, (ii) CI’s Confidential Information, and (iii) the CI Assets. CI shall promptly notify Customer upon discovery of a confirmed Security Breach.
8. **CI Programs Service Levels.** CI will use commercially reasonable efforts to achieve the minimum availability of the CI Programs set forth in the Documentation, not including the Excused Downtime, and CI will monitor the availability of its systems on a 24/7 basis.
9. **Warranties, Disclaimers and Exclusive Remedies.** CI warrants (i) that the Services will be performed in all material respects in accordance with the Service Documentation referenced in the ordering SOS, (ii) that the Services shall be maintained and available at the service levels specified in Section 8 hereof, and (iii) that the CI Services will be performed in a good and workmanlike manner substantially in accordance with then current industry standards. If the Services provided to Customer for any given calendar month during the Services Term are not performed as warranted, Customer must provide written notice to CI no later than five (5) business days after the last calendar day of such month or, if different, as provided in the ordering SOS.

CI DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT CI WILL CORRECT ALL SERVICE ERRORS. CUSTOMER ACKNOWLEDGES THAT CI DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING WITHOUT LIMITATIONS, THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO THE LIMITATION, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. IN ADDITION, DELIVERY OF THE CI SERVICES MAY BE CONTINGENT UPON THE ACCESS, SUPPORT AND COOPERATION OF CUSTOMER, WITHOUT WHICH SUCH SERVICES CANNOT BE PERFORMED. CI IS NOT RESPONSIBLE FOR, AND SPECIFICALLY DISCLAIMS LIABILITY FOR, ANY DELAYS, DELIVERY OR SERVICE FAILURES OR OTHER LOSS OR DAMAGE RESULTING FROM SUCH PROBLEMS AND CONDITIONS.

FOR ANY BREACH OF THE ABOVE WARRANTIES, CI WILL REMIT A SERVICE FEE CREDIT TO CUSTOMER EQUAL TO TEN PERCENT (10%) OF (A), IF FOR CI PRODUCTS, THE NET MONTHLY FEES FOR THE APPLICABLE CI PRODUCTS FOR THE MONTH IN WHICH THE BREACH OCCURRED; AND (B), IF FOR CI SERVICES, THE NET SERVICE FEE SET FORTH IN THE ORDERING SOS. THE CREDIT WILL BE APPLIED AS FOLLOWS: (X) FOR CI PRODUCTS, AT CUSTOMER’S SOLE ELECTION, (i) AS AN OFFSET AGAINST ACCRUED BUT UNPAID FEES THEN OWED TO CI, IF ANY, (ii) AS A CREDIT TOWARD RENEWAL TERM FEES, IF ANY, NEXT COMING DUE, OR (iii) AS A REFUND PAYMENT BY CI; AND (Y) FOR CI SERVICES, ONLY AS AN OFFSET

TOWARD ANY ACCRUED BUT UNPAID FEES OWED TO CI FOR THE RELATED SERVICES, AND APPLICATION OR REMITTANCE, AS THE CASE MAY BE, OF SUCH CREDIT WILL REPRESENT CUSTOMER'S EXCLUSIVE REMEDY, AND FULL SATISFACTION OF CI'S SOLE LIABILITY, FOR ALL WARRANTIES SPECIFIED IN THIS AGREEMENT.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SERVICES, INCLUDING ANY REPORTS OR OTHER TANGIBLE OR INTANGIBLE ITEMS FURNISHED BY CI TO CUSTOMER, ARE PROVIDED ON AN "AS IS" BASIS WITH NO WARRANTIES OR REPRESENTATIONS OF ANY KIND. CI MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SERVICES WILL RENDER CUSTOMER'S NETWORK AND SYSTEMS SAFE FROM MALICIOUS CODE, INTRUSIONS, OR OTHER SECURITY RISKS OR BREACHES OR THAT THE SERVICES WILL DETECT, REPORT OR NEUTRALIZE ALL SUCH MALICIOUS CODE, INTRUSIONS, SECURITY RISKS OR BREACHES. TO THE EXTENT NOT PROHIBITED BY LAW, THE FOREGOING WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING FOR HARDWARE, SOFTWARE, SYSTEMS, NETWORKS, ENVIRONMENTS OR SERVICES OR FOR MERCHANTABILITY, NONINFRINGEMENT, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. **Indemnity.**

- a. **CI Infringement Indemnity.** Subject to Section 10.c., CI will defend Customer in any suit or cause of action, and indemnify and hold Customer harmless against, and pay on behalf of Customer, any damages awarded to third parties in any such suit or cause of action (including reasonable attorneys' fees awarded to such third parties and settlement amounts) alleging that the CI Programs as provided by CI and used in accordance with the terms of this Agreement infringe upon any United States patent, copyright, trade secret, or other proprietary right of a third party, *provided that*, the foregoing infringement indemnity will not apply and CI will not be liable for any damages assessed in any suit or cause of action to the extent resulting from a Customer Infringement Exclusion. If any CI Program is held or believed to infringe on any third party's Intellectual Property Rights, CI may, in its sole discretion, (i) modify the CI Program to be non-infringing, (ii) obtain for Customer a license to continue using such CI Program, or (iii) if neither (i) nor (ii) are commercially practical, terminate this Agreement as to the infringing CI Program and return to Customer any unearned fees paid by Customer to CI in advance. This Section 10.a. states CI's entire liability and Customer's exclusive remedies for infringement of Intellectual Property Rights of any kind.
- b. **Customer Infringement Indemnity.** Subject to Section 10.c., Customer will defend CI in any suit or cause of action, and indemnify and hold CI harmless against, and pay on behalf of CI, any damages awarded to third parties in any such suit or cause of action (including reasonable attorneys' fees awarded to such third parties and settlement amounts) alleging infringement upon any United States patent, copyright, trade secret, or other proprietary right of a third party, to the extent that any such suit or cause of action results from an allegation of a Customer Infringement Exclusion. This Section 10.b. states Customer's entire liability and CI's exclusive remedies for infringement arising from a Customer Infringement Exclusion.
- c. **Indemnity Conditions.** The indemnities set forth in this Agreement are conditioned upon the following: (i) the indemnitee ("**Indemnitee**") promptly notifies the indemnitor ("**Indemnitor**") in writing of such suit or cause of action, *provided*, that, any failure by Indemnitee to so promptly notify Indemnitor will not serve to reduce or forfeit an Indemnitee's rights hereunder unless and only to the extent such failure prejudices the rights and remedies of Indemnitor in respect to such suit or proceeding, (ii) the Indemnitor controls any negotiations or defense and the Indemnitee assists the Indemnitor as reasonably required by the Indemnitor, and (iii) the Indemnitee takes all reasonable steps to mitigate any potential damages that may result.

11. **Term and Termination.**

- a. Services under this Agreement shall be provided for the initial Services Term set forth in the ordering SOS. Unless CI receives written notice from Customer at least sixty (60) days prior to the expiration of the then current Services Term, the SOS and related Services shall automatically renew for successive renewal Services Terms of one (1) year each. The initial term of the Services and any renewal term thereof are, herein, the "**Services Term**". Upon expiration or earlier termination of the Services Term, (i) if CI Services, all obligations of CI to perform and deliver, and all rights of Customer to receive, the CI Services, including the CI Services listed on the ordering SOS, shall contemporaneously terminate, (ii) if CI Products, all rights of Customer to access and use, and all obligations of CI to enable and provide, the CI Products, including the CI Products listed in the ordering SOS, shall contemporaneously terminate, (iii) if no ordering SOS is then in effect, the term of this Agreement shall contemporaneously terminate or expire, as applicable, and (iv) Customer shall promptly assemble any Appliance(s) located on Customer's premises for retrieval by CI's designated vendor for delivery to CI (at CI's sole expense). Customer is responsible for (x) returning such Appliance(s) to CI in good and operable condition, normal wear and tear excepted, and (y) the full replacement cost of any Appliance that is damaged while in Customer's possession or that Customer otherwise fails to return to CI as herein required, which amount shall be due upon demand by CI.
- b. If either party breaches a material term of the Agreement and fails to cure the breach within thirty (30) calendar days of delivery by the non-breaching party of written notice of breach and demand for cure thereof, then the breaching party is in default and the non-breaching party may without further notice to the breaching party

immediately terminate the then current SOS. If CI terminates the SOS and related Services Term as specified in the immediately preceding sentence, Customer shall pay to CI all accrued but unpaid fees, if any, for the period prior to the effective date of termination, plus, as an early termination fee and not a penalty, the Termination Fee. In addition to the foregoing, any then current SOS will automatically terminate in the event of a Termination Event.

- c. In addition, CI may immediately upon written notice to Customer, at CI's sole election, either (i) suspend the Services under the ordering SOS, including without limitation and if applicable, Customer's passwords, account and access to and use of the CI Products, or (ii) terminate the ordering SOS, (A) if Customer fails to pay CI as required under this Agreement and fails to cure the non-payment within ten (10) calendar days of delivery by CI of written notice of breach due to non-payment, (B) if Customer violates any provision of Sections 3, 4, 5 or 13 hereof, or (C) if CI concludes that Customer's requests, requirements or commercial activities expose the Services or CI personnel to risk of harm, damage, injury, liability or violation of applicable law. Any suspension by CI of the Services under this Section 11.c. shall not excuse Customer from its continuing obligation to make payment(s) under the ordering SOS.
- d. Sections 1, 5, 6, 9, 10 and 12 - 16 shall survive termination or expiration of this Agreement.

12. Fees, Expenses, Taxes and Invoicing.

- a. Customer shall pay the fees for the Services ordered as set forth in the ordering SOS. All fees due under this Agreement are non-cancelable and payments thereof are non-refundable. Customer shall reimburse CI for actual and reasonable expenses incurred by CI in performing the Services (i) only on a pass-through basis without markup, and (ii) only if preapproved by Customer in the ordering SOS or similar writing. Fees and expenses, if any, listed in a SOS are exclusive of taxes. Customer is responsible for payment of any sales, value-added or similar taxes imposed by applicable law for the Services ordered by Customer, except for taxes based on CI's income.
- b. Commencing the initial renewal Services Term (if any) and on an annual basis thereafter, all fees shall be subject to adjustment, in CI's sole reasonable discretion, in an amount not to exceed the greater of (i) the change in the U.S. Department of Labor CPI-All Urban Consumers for the immediately preceding annual period, and (ii) 5%.
- c. Unless otherwise specified in the ordering SOS, (i) fees for CI Products are payable in advance on an annual basis, and (ii) fees for CI Services are payable in arrears on a monthly basis. In each instance payment is due within thirty (30) calendar days from the invoice date. Late payments shall accrue interest at the lesser of (i) 12% per annum, and (ii) the highest statutory rate, from the payment due date until paid in full. In the event of Customer's termination of a SOS for any reason prior to expiration of its stated Services Term, CI shall be entitled to receive, and Customer shall pay on demand, as an early termination fee and not a penalty, the Termination Fee. In the event Customer's past due account is submitted to an attorney or collections service for recovery, CI shall be entitled to recover the cost of collection, including reasonable attorneys' fees, in addition to all past due amounts. The rights and remedies set forth in this Section 12 are in addition to any other legal, equitable and contractual rights and remedies available to CI.

13. Confidentiality; Security.

- a. The receiving party will use Confidential Information of the disclosing party solely for the purposes of performing its obligations under the Agreement. The receiving party will not disclose or make Confidential Information of the disclosing party available to any third party, except as specifically authorized by the disclosing party in writing. Upon the disclosing party's written request, the receiving party will promptly return to the disclosing party all of its Confidential Information, or certify in writing signed by an authorized representative that it has destroyed all such materials; *provided that*, in no event will the receiving party be obligated or required to amend, modify or destroy back up media and systems maintained in the ordinary course of business and designed in a manner to prevent the unauthorized access to or use of the data stored on such media and systems. Neither party will disclose to the other party or use in performance of its obligations hereunder any information, data, materials, or documents of a third party considered confidential or proprietary without the written authorization of such third party. Each party may disclose Confidential Information of the other party when compelled to do so by law, including any freedom of information act or other public records laws applicable to a public sector Customer, if such party provides, where legally permissible, reasonable prior notice to other party. In furtherance of the foregoing, CI shall require each of its employees and agents providing any aspect of the Services hereunder to execute a confidentiality agreement incorporating confidentiality and non-use provisions consistent with, and no less restrictive than, the requirements of this Section 13.a.
- b. At all times during the Services Term, CI shall maintain reasonable and appropriate safeguards, security measures and protocols, which in no event shall be less effective than industry-standard safeguards, security measures and protocols, designed to (i) reasonably protect Customer's Confidential Information in CI's possession from unauthorized use, alteration, access or disclosure; and (ii) detect and prevent a breach of such safeguards, security measures and protocols by any unauthorized party.
- c. Notwithstanding the foregoing, CI may use the Customer's information for purposes other than the performance of the Services but only in an aggregated, anonymized form, such that Customer is not identified, and Customer will have no ownership interest in such aggregated, anonymized data.

14. **Limitation of Liability.** WITHOUT LIMITING ANY INDEMNIFICATION OBLIGATIONS OF A PARTY UNDER SECTION 10 OF THIS AGREEMENT OR (EXCEPT AS EXPRESSLY PROVIDED OTHERWISE BELOW) THE LIABILITY OF A PARTY FOR ANY BREACH OF ITS OBLIGATIONS UNDER SECTION 13 OF THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL (A) EITHER PARTY, OR ITS SUPPLIERS, LICENSORS, AGENTS AND/OR REPRESENTATIVES, BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES), WHETHER OR NOT SUCH PARTY WAS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE AND (B) A PARTY'S, OR ITS SUPPLIERS, LICENSORS, AGENTS AND/OR REPRESENTATIVES, TOTAL LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM, EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT FOR THE SERVICES DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT, ACT OR OMISSION GIVING RISE TO SUCH LIABILITY; *PROVIDED*, THAT, IN NO EVENT UNDER ANY CIRCUMSTANCES SHALL EITHER PARTY'S, OR ITS SUPPLIERS, LICENSORS, AGENTS AND/OR REPRESENTATIVES, CUMULATIVE LIABILITY EXCEED THE LESSER OF (X) THE TOTAL CONTRACT PRICE OF THE APPLICABLE SOS, OR (Y) TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000). THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.
15. **Export.** Export laws of the United States and any other related local laws and regulations may apply to the Services. Such laws govern Customer's use of the Services and any data provided by CI to Customer under this Agreement, and Customer shall comply with all such laws and regulations. No data, information, software programs and/or other materials resulting from the Services will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws.
16. **General.**
- a. **Force Majeure.** Neither party shall be liable to the other party or deemed to be in default for any delay or failure in performance of any obligation under the Agreement or interruption of any Service resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, acts of terrorism, acts of third parties over whom the party has no control, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, epidemics, pandemics, the elements or any other similar cause beyond the reasonable control of such party.
 - b. **Audit.** CI may audit, at its own expense, Customer's user logs and related data for the purpose of determining Customer's compliance with the terms of this Agreement, including any then operative SOS. Audits shall be conducted by CI or its designee and shall be limited to records from the Effective Date of the ordering SOS to the month of the audit. CI shall be limited to one (1) audit per twelve (12) consecutive calendar month period. CI shall give ten (10) business days prior written notice of its intention to perform an audit. If any audit reveals non-compliance by Customer of any material term of the Agreement, then (i) Customer shall promptly initiate and prosecute to completion any remedial action required to cure such non-compliance, provided such non-compliance is reasonably subject to cure, and (ii) if the non-compliance is a variance of 5% or more in the total count of network users upon which Customer's then-current annual subscription fee is based, then CI may adjust the annual subscription fee specified in the ordering SOS for the period then remaining in the Services. In addition, if any audit reveals actual network users exceeding contracted network users by 5% or more, then Customer shall pay CI for all underpayments, plus interest, and shall reimburse CI for the reasonable cost of the audit.
 - c. **Notice.** Except as provided herein, any notice, approval or consent required or permitted hereunder shall be: (i) in writing; (ii) delivered by (A) hand or by overnight courier service, or (B) electronic mail to the respective addresses of the parties as set forth in the ordering SOS (or such other address a party may designate in writing); and (iii) effective upon actual delivery if by hand or courier service (or upon attempted delivery if receipt is refused), or upon electronic confirmation of successful delivery if by email.
 - d. **Integration; Waiver.** This Agreement, including any SOS, Documentation, exhibit, document or information or policy accessed by referenced URL, is the complete agreement for the Services ordered by Customer, and supersedes all prior or contemporaneous agreements, representations and understandings, written or oral, regarding such Services. If any provision of this Agreement shall be judicially determined to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable. A party's rights, obligations and restrictions hereunder may not be waived except in a writing signed or digitally accepted by an authorized representative of each party.
 - e. **Non-Solicitation.** During the term of this Agreement and for a period of twelve (12) months thereafter, neither party shall, directly or indirectly, solicit for employment, employ or engage, whether as an employee or independent contractor, any employee or independent contractor of the other party involved in the delivery, management, performance, review or acceptance of the Services or Deliverables hereunder. In the event a party hires a current or former employee or contractor of the other party in violation of this Section 16.e., the

breaching party shall pay the other party, on demand, a placement fee equal to forty percent (40%) of the newly hired or engaged individual's annual base compensation (or budgeted first year aggregate fees).

- f. **Assignment.** No right or obligation under the Agreement (including the obligation to pay or right to receive monies due) may be assigned, delegated or subcontracted by a party without the prior written consent of the other party, and any purported assignment without such consent shall be void; *provided*, that no such consent shall be required in the event of an assignment resulting from the merger of a party with and into a third party, or the sale of (i) all or substantially all of the party's assets, or (ii) a controlling interest in a party's voting equity.
- g. **Licensors Rights.** The licensors or providers of any third-party software or solutions incorporated and made part of the Services provided to Customer hereunder shall each be express beneficiary of, and shall each be entitled to rely upon and enforce, the provisions of this Agreement
- h. **Controlling Law.** This Agreement shall be construed in accordance with the laws of the State of Washington without regard to its principles of conflict of laws. The exclusive jurisdiction and venue of any action relating to this Agreement shall be the Superior Court of Washington for the County of King or the United States District Court for the Western District of Washington and each party hereto submits itself to the exclusive jurisdiction of such courts and waives any argument relating to the convenience of forum. The rights and remedies herein provided are in addition to those available to either party at law or in equity.
- i. **Customer Reference.** CI may use Customer's name and logo to identify Customer as a CI customer on CI's website and in other marketing materials so long as Customer's name and logo do not appear with greater prominence than CI's other customers.
- j. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. A faxed, .pdf or electronic signature shall have the same legally binding effect as an original signature.
- k. **Modification.** This Agreement and any SOS may not be changed, altered or modified except in a writing signed by an authorized representative of each of the parties hereto; *provided*, that, notwithstanding the foregoing, Documentation that by its terms may be modified by email communication among authorized representatives of the parties may be so modified with binding effect.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date of the signature of the last party to sign (the "**Effective Date**").

CRITICAL INSIGHT, INC.	
Name	Garrett Silver
Title	Chief Executive Officer
Signature	
Date	

City of Edgewood, WA	
Name	
Title	
Signature	
Date	



City Of Edgewood Council Agenda Summary Sheet

Subject: Climate Assessment and Gap Analysis Contract	Agenda Item #: 2.E
	For Agenda of: 1/7/2025
	Prepared by: Jeremy Metzler
Attachments (list): 1. DRAFT Resolution 25-0xxx 2. Measure Meant Professional Services Agreement (20241220)	
Approval of Materials: Jeremy Metzler Rachel Pitzel, Assistant City Administrator 12/30/2024 Dave Olson, Mayor 12/30/2024	Expenditure Required: \$85,000
	Amount Budgeted: \$105,000 (Grant Funded)
	Timeline: 01/07/2025 SS 01/14/2025 RCM

Summary Statement:

The City is required by RCW 36.70A.130(5) to review and, if needed, revise its comprehensive plan and development regulations by June 30, 2029, to ensure they comply with the state Growth Management Act (Act) and the requirements of House Bill 1181 (Chapter 228, Laws of 2023). The City Council approved Resolution 24-0713 on April 9, 2024, authorizing the Mayor to execute an agreement with the Washington State Department of Commerce for grant funds in the total amount of \$105,000.00 to be reimbursed to the City upon delivery of a Draft Climate Assessment and Gap Analysis by June 15, 2025.

Staff published a Request for Proposals in The News Tribune on November 10, 2024, soliciting assistance with preparing said Draft Climate Assessment and Gap Analysis, following which four (4) submittals were received by the December 6, 2024 deadline. Upon review and scoring of the submittals received, interviews were held with the top three scoring firms on December 12, 2024, interview scores were tabulated, and the selected firm was Measure Meant Consulting, Inc. (Measure Meant). Staff has negotiated an acceptable scope of work and budget with Measure Meant, totaling \$85,000.00, and recommends Council consider the attached authorizing resolution and contract.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Climate Assessment and Gap Analysis Contract

Fiscal Note/Consideration:

The total amount awarded for this phase of the grant is \$105,000, and the selected firm has requested

\$85,000 to complete the work, resulting in a net positive on the general fund budget of \$20,000.

RESOLUTION NO. 25-0XXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
EDGEWOOD, PIERCE COUNTY, WASHINGTON,
AWARDING THE CONTRACT FOR THE DRAFT CLIMATE
ASSESSMENT AND GAP ANALYSIS TO MEASURE MEANT
CONSULTING, INC., IN THE AMOUNT OF \$85,000.00**

WHEREAS, the City is required by RCW 36.70A.130(5) to review and, if needed, revise its comprehensive plan and development regulations by June 30, 2029, to ensure they comply with the state Growth Management Act (Act) and the requirements of House Bill 1181 (Chapter 228, Laws of 2023); and

WHEREAS, the City Council approved Resolution 24-0713 on April 9, 2024, authorizing the Mayor to execute an Interagency Agreement with the Washington State Department of Commerce, Contract Number 24-63610-205, for grant funds in the total amount of \$105,000.00 to be reimbursed to the City upon delivery of a Draft Climate Assessment and Gap Analysis by June 15, 2025; and

WHEREAS, a Request for Proposals was published in The News Tribune on November 10, 2024, soliciting assistance with preparing said Draft Climate Assessment and Gap Analysis, following which four (4) submittals were received by the December 6, 2024 deadline; and

WHEREAS, upon review and scoring of the submittals received, interviews were held with the top three scoring firms on December 12, 2024, interview scores were tabulated, and the selected firm was Measure Meant Consulting, Inc. (Measure Meant); and

WHEREAS, staff negotiated an acceptable scope of work and budget with Measure Meant, totaling \$85,000.00; and

WHEREAS, the City Council considered staff's recommendation during its regular Council meeting of January 14, 2025, and determined that the contract for the Climate Assessment and Gap Analysis should be awarded to Measure Meant;

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

Section 1. Contract Authorized. The City Council hereby authorizes the Mayor to execute the contract between the City of Edgewood and Measure Meant Consulting, Inc. in the amount of \$85,000.00 for the Draft Climate Assessment and Gap Analysis required by HB 1181. A copy of such contract is attached hereto as Exhibit A.

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

ADOPTED THIS 14TH DAY OF JANUARY, 2025

Dave Olson, Mayor

ATTEST:

Jill Schwerzler-Herrera, CMC
City Clerk

DRAFT

Exhibit A

Professional Services Agreement between the City of Edgewood and Measure Meant Consulting,
Inc. for the Draft Climate Assessment and Gap Analysis required by HB 1181

DRAFT

CITY OF EDGEWOOD PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 14th day of January, 2025, by and between the City of Edgewood, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF EDGEWOOD, WASHINGTON (hereinafter the "**CITY**")
2224 - 104th Avenue E.
Edgewood, Washington 98372
Contact: Mayor Dave Olson
Phone: (253) 952-3299

and Measure Meant Consulting, Inc., a social purpose corporation organized under the laws of the State of Washington, doing business at:

Measure Meant (hereinafter the "**CONSULTANT**")
25 W Main Ave
Spokane, WA, 99201
Contact: Kara Odegard, Founding Partner
Phone: (509) 939-8665

for personal services in connection with the following Project:

Draft Climate Assessment and Gap Analysis – HB 1181

TERMS AND CONDITIONS

1. Services by Consultant.

A. The Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

2. Schedule of Work.

The Consultant shall perform the services described in the Scope of Work in accordance with the Schedule attached to this contract as Exhibit "A." If delays beyond the Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

3. **Terms.** This Agreement shall commence on January 15, 2025, ("Commencement Date") and shall terminate on August 31, 2025 unless extended or terminated in writing as provided herein.

4. Compensation.

- ☒ LUMP SUM. Compensation for these services shall be a Lump Sum not to exceed \$85,000, as detailed in Exhibit "A", which includes all applicable tax.
- ☐ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$_____, including all applicable tax, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit "A".
- ☐ TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "_____."
- ☐ OTHER. _____

5. Payment.

A. The Consultant shall complete monthly project updates, including progress reports against each deliverable, and submit them along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. The Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. If the services rendered do not meet the requirements of the Agreement, the Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

6. Discrimination and Compliance with Laws

A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

C. The Consultant shall obtain a City of Edgewood business license prior to receipt of written Notice to Proceed.

D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for the City.

7. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, subject to the City's approval and general right of inspection to secure the satisfactory completion thereof. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

8. Suspension and Termination of Agreement

A. Termination. This Agreement may be terminated by the City at any time upon 10 days' written notice to the Consultant.

B. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to City, and the Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. The Consultant shall not be entitled to any reallocation of cost, profit or overhead. The Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. The Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

C. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to the Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

9. Standard of Care. The Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

10. Ownership of Work Product.

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City at its request and may be used by the City as it sees fit. Upon termination of this Agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City.

B. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in the Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

11. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

12. Indemnification / Hold Harmless. The Consultant shall defend (except for claims arising from alleged professional negligence), indemnify and hold the City, its officers, officials, employees and volunteers ("Indemnitees") harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence and/or willful misconduct of the Indemnitees.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity

under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

13. Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. No limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

B. Minimum Scope of Insurance

The Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability: It is understood that Measure Meant does not own company vehicles nor does Measure Meant carry automobile insurance for employees. Each employee and permitted subcontractor must ensure their own individual auto insurance coverage with a \$500,000 combined single limit per accident for bodily injury and property damage.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

C. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

1. Automobile Liability: Not applicable, see B.1 above.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

D. City Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

E. Other Insurance Provisions

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

F. Acceptability of Insurers

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

G. Verification of Coverage

The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

H. Notice of Cancellation.

The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance.

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

14. Assigning or Subcontracting. The Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.

15. Notice. Any notices required to be given by the City to the Consultant or by the Consultant to the City shall be in writing and delivered to the parties at the following addresses:

CITY OF EDGEWOOD

Josh Kubitza, Planning Manager
2224 - 104th Ave E
Edgewood, WA 98372

Phone: 253-952-3299

Email: josh@cityofedgewood.org

MEASURE MEANT

Kara Odegard, Founding Partner
25 W Main Ave
Spokane, WA 99201

Phone: 509-939-8665

Email: kara@measurepnw.com

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

16. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the parties agree that they shall undertake reasonable attempts at negotiation and compromise, including, but not limited to, informal negotiation, mediation, or arbitration, prior to instituting any legal proceedings. If the parties are unable to resolve any dispute after such reasonable attempts at negotiation and compromise, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

17. General Provisions.

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. This Agreement, including any attached Exhibits, constitutes the entire agreement between the parties regarding its subject matter. It supersedes all prior verbal or written statements made by any representative of the City. Such prior statements shall not be considered part of,

nor alter in any way, the terms of this Agreement or its associated documents. All attached Exhibits, regardless of their date relative to the execution of this Agreement, are incorporated herein and form an integral part of the Agreement. In the event of any conflict between the terms of this Agreement and the language in any attached Exhibit, the terms of this Agreement shall govern.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF EDGEWOOD, WASHINGTON

CONSULTANT

By: _____

Dave Olson

Mayor

By: _____

Name: _____

Date: _____

Title: _____

Date: _____

Attest:

By: _____

Jill Schwerzler-Herrera, CMC

City Clerk

APPROVED AS TO FORM:

By:  _____

Maill Barber

City Attorney

EXHIBIT A Scope of Work & Rate Schedule

Scope of Work

The services Measure Meant will provide to the City of Edgewood are summarized in Table 1 below. Timelines are estimates based on Measure Meant's availability and current understanding of the project scope. Timelines are subject to change.

Table 1: Schedule of Work

Steps & Deliverables	Estimated Timeline (2025)
Step 1: Public Participation & Engagement	Jan – June
Review & comment on City's draft Public Participation Plan	Jan/Feb
Assist in creating public participation survey	Jan/Feb
Assist in creating public information materials (climate assessment & policy audit)	May/June
Present findings to Planning Commission & City Council	June
Assist City staff with one public open house	May/June
Step 2: Explore Climate Impacts & Conduct Policy Audit	Feb – June
Research Future Climate Projections	Feb – Mar
Engage Community for local perspective	Mar – May
Review City's Comp Plan, Hazard Mitigation Plan, Shoreline Master Plan, Vision 2025 (at minimum)	Feb -- Apr
Incorporate Feedback and Review Data	May
Create City's Vulnerability Assessment Tool (optional deliverable without additional cost)	May/June
Finalize Reports (Climate Assessment & Policy Gap Analysis)	June

Accountability

To ensure the best outcomes for this project, Measure Meant and the City of Edgewood agree to uphold the following accountabilities:

Measure Meant is accountable for:

- Leading the project, providing information, expertise, and resources to complete deliverables that satisfy the Washington State Department of Commerce guidelines
- Acting on behalf of the City when needed and when the City gives permission to obtain information and engage other parties that may need to be involved with any completion of deliverables
- Providing research, reports, and relevant data throughout the project
- Keeping the City updated with monthly progress reports and notifying the City of any roadblocks

The City is accountable for:

- Creating transparency into local government practices to support the accurate completion of the deliverables

Revised 12/2024

- Providing data and documentation specific to any deliverables outlined in this schedule of work

Ensuring that staff is available for meetings, reviewing draft material, and providing information as requested by Measure Meant to produce the project outcomes

Rate Schedule

Measure Meant will invoice the City of Edgewood monthly starting in February 2025.

Table 2: Rate Schedule

Billing Month	Active Project Tasks – these are the estimated tasks our project team will focus on during each month.	Rate Invoiced
<i>Feb '25</i>	Kickoff & planning; review public participation plan; assist in creating public survey; begin climate assessment; begin policy audit	\$14,000
<i>Mar '25</i>	Continue any outstanding public engagement deliverables; continue climate assessment; continue policy audit; begin public engagement (survey and local perspective interviews)	\$14,000
<i>Apr '25</i>	Share draft climate assessment with appropriate partners/contributors and solicit feedback; continue policy audit & gap analysis	\$14,000
<i>May '25</i>	Begin creating public information materials; incorporate feedback into climate assessment and policy audit; schedule & plan public open house	\$14,000
<i>Jun '25</i>	Finalize reports and public information materials; help facilitate public open house; report findings to Plan Commission and City Council	\$14,000
<i>Jul '25</i>	Project closing meeting with City; Ensure all deliverables are completed to meet the City's expectations – final invoice will only be sent once City confirms completion of deliverables.	\$15,000
<i>Total Project Fees</i>		\$85,000



City Of Edgewood Council Agenda Summary Sheet

Subject: Prologis DEIS - Landau Contract Amendment	Agenda Item #: 2.F
	For Agenda of: 1/7/2025
	Prepared by: Jeremy Metzler
Attachments (list): 1. Professional Services Agreement_Exp_12312024 2. DRAFT RESOLUTION 25-0xxx 3. FIRST AMENDMENT Landau 4. Landau_Edgewood Prologis Budget Amendment Request_prop - 12-19-24	
Approval of Materials: Jeremy Metzler Rachel Pitzel, Assistant City Administrator 12/30/2024 Dave Olson, Mayor 12/30/2024	Expenditure Required: NTE \$30,000 Amount Budgeted: N/A Timeline: 01/07/2025 SS 01/14/2025 RCM

Summary Statement:

The City and Landau Associates, Inc. ("Landau") entered into a Professional Services Agreement dated June 6, 2024 (the "Contract") for the purposes of allowing Landau to perform reviews of noise methodology letters and a revised assessment to be provided by Prologis, Inc. ("Prologis") for the Prologis Park development ("Project"), in an amount not to exceed \$14,300.00. The current contract expired on December 31, 2024, and while Landau completed the Scope of Work for the Contract, additional work is needed to support the Project's Draft and Final Environmental Impact Statement (EIS) preparation. To support the City in this additional work, a new Scope of Work is needed, and staff recommends amending the Contract as set forth in the attached Draft First Amendment.

To complete the Draft EIS (DEIS) review, Landau is requesting \$3,330 in additional compensation. Staff anticipates additional work will be needed to complete the Final EIS, but that scope of work will not be known until the DEIS has been issued and the public comment period has been completed. For this reason, staff is requesting authorization for up to \$30,000 in total compensation, to be fully reimbursed by Prologis (i.e. net zero impact to the City's budget). Attached is an authorizing resolution and contract amendment for Council's consideration.

Item History:

Contract Executed 06/06/2024

Recommended Action:

Hold a discussion and provide staff guidance regarding Prologis DEIS - Landau Contract Amendment

Fiscal Note/Consideration:

The June 6, 2024 contract set a time and materials not to exceed limit of \$14,300, which is below the \$15,000 Council authorization threshold. With this amendment, the current request is for \$3,330 above that, bringing the total to \$17,630. Rather than return to Council in a few months to increase the limit again for the Final Environmental Impact Statement (FEIS), staff is requesting administrative authorization for up to \$30,000 in total compensation, all of which is reimbursed by the applicant, Prologis.

CITY OF EDGEWOOD PERSONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the _____ day of June, 2024, by and between the City of Edgewood, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF EDGEWOOD, WASHINGTON (hereinafter the "**CITY**")
2224 - 104th Avenue E.
Edgewood, Washington 98372
Contact: Mayor Dave Olson Phone: 253-952-3299

and Landau Associates, Inc., a corporation organized under the laws of the State of Washington, doing business at:

LANDAU ASSOCIATES, INC. (hereinafter the "**CONSULTANT**")
155 NE 100th St, Ste 302
Seattle, WA 98125
Contact: Kevin Warner Phone: 206-631-8684

for personal services in connection with the following Project:

**Prologis Park Environmental Impact Statement Preparation Support Services –
Addition Noise Reviews, scope dated May 14, 2024**

TERMS AND CONDITIONS

1. Services by Consultant.

A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

2. Schedule of Work.

Consultant shall perform the services described in the scope of work in accordance with the Schedule attached to this contract as Exhibit "A." If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

3. **Terms.** This Agreement shall commence on June 1, 2024, ("Commencement Date") and shall terminate on December 31, 2024 unless extended or terminated in writing as provided herein.

4. **Compensation.**

- ☐ LUMP SUM. Compensation for these services shall be a Lump Sum of \$_____, which includes all applicable tax.
- ☒ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed **\$14,300**, including all applicable tax, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit A.
- ☐ TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "_____."
- ☐ OTHER. _____

5. **Payment.**

A. Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within thirty (30) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

E. Consultant shall be responsible for all taxes due on payments made under this Agreement.

6. **Discrimination and Compliance with Laws**

A. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the

Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

C. Consultant shall obtain a City of Edgewood business license prior to performing any services under this Agreement.

D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

7. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, subject to the City's approval and general right of inspection to secure the satisfactory completion thereof. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

8. Suspension and Termination of Agreement

A. Termination. This Agreement may be terminated by the City at any time upon 10 days' written notice to the Consultant.

B. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for

completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

D. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 17 herein.

9. Standard of Care. Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement. Consultant, without additional compensation, shall correct or revise errors or mistakes in the designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

10. Ownership of Work Product.

A. All data materials, reports, memoranda, and other documents developed under this Agreement, upon final payment and completed scope of services, shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City.

B. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

11. Proprietary and Confidential Information. Pursuant to the State of Washington's Public Records Act, RCW Chapter 42.56, all materials received or created by the City are considered public records and must be promptly disclosed by the City upon request unless the RCW or another Washington State statute

specifically exempts records from disclosure. These records include but are not limited to proposal submittals, agreement documents, or contract work product.

Consultant shall fully cooperate with and assist the City with respect to any request for public records received by the City concerning any public records generated, produced, created and/or possessed by Consultant and related to the services performed under this Agreement. Upon written demand by the City, the Consultant shall furnish the City with full and complete copies of any such records within five business days. Consultant's failure to timely provide such records upon demand shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, Consultant shall fully indemnify and hold harmless City as set forth in Section 14.

The City will not assert an exemption from disclosure on Consultant's behalf. If Consultant believes that its records are exempt from disclosure, Consultant may seek an injunction under RCW 42.56.540. Consultant acknowledges that the City will have no obligation or liability to Consultant if the records are disclosed.

12. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

13. No Conflict of Interest. The Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term close family relationship refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

14. Indemnification / Hold Harmless. Consultant shall defend (except for professional liability claims), indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

15. Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Limitation of Liability. The Consultant shall not be liable for loss or damage occasioned by delays beyond its control, or for loss of earnings, loss of use, or other incidental or consequential damages suffered by the City or others, however caused. The Consultant's liability under this agreement arising out of the Consultant's negligence shall be limited to the amount of insurance then available to fund any settlement, award, or verdict.

B. Minimum Scope of Insurance:

The Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent Consultants and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

C. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.
- D. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those

required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

- E. Other Insurance Provisions. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- G. Verification of Coverage. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
- H. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- I. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

16. Assigning or Subcontracting. Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.

17. Notice. Any notices required to be given by the City to Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following addresses:

City of Edgewood
Attn: Jeremy Metzler
2224 - 104th Avenue E.
Edgewood, WA 98372

Phone: 253-952-3299
Email: jeremy@cityofedgewood.org

Landau Associates, Inc.
Attn: Kevin Warner
155 NE 100th St, Ste 302
Seattle, WA 98125

Phone: 206-631-8684
Email: kwarner@landauinc.com

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

18. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the parties agree that they shall undertake reasonable attempts at negotiation and compromise, including, but not limited to, informal negotiation, mediation, or arbitration, prior to instituting any legal proceedings. If the parties are unable to resolve any dispute after such reasonable attempts at negotiation and compromise, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

19. General Provisions.

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF EDGEWOOD, WASHINGTON

CONSULTANT

By: Dave Olson

Dave Olson
Mayor

By: [Signature]

Name: Kevin Warner

Date: 6/6/24

Title: Principal

Date: 6/5/2024

Attest:

By: Jill Schwerzler-Herrera
Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:

By: [Signature]
Maili C. Barber
City Attorney



May 14, 2024

Transmitted via email to: morgan@cityofedgewood.org

City of Edgewood
2224 104th Avenue East
Edgewood, WA 98372

Attn: Morgan Dorner

**Re: Proposed Scope of Services and Cost Estimate
Additional Prologis Noise Reviews
Prologis Park
Edgewood, Washington**

Dear Morgan:

Landau Associates, Inc. (Landau) is pleased to submit this proposed scope of services and cost estimate to the City of Edgewood (City) to complete additional reviews of noise methodology letters and a revised assessment to be provided by Prologis Inc. (Prologis) for the Prologis Park development (project) located within the city. Prologis prepared initial noise assessments as part of the project's Environmental Impact Statement, and as required under the State Environmental Policy Act. The noise assessments that were completed for Prologis detailed potential noise impacts and mitigation requirements for the project's three- and four-building design alternatives, identified as Alternatives 2 and 3, respectively.

The noise assessments for Alternatives 2 and 3 were prepared for Prologis by SSA Acoustics (SSA) and dated June 6, 2023. Landau's initial review of these assessments was documented in a single letter to the City dated February 16, 2024. Prologis provided an initial response to Landau's letter in a letter to the City that was prepared by SSA and dated April 1, 2024. The April 1 letter provided additional details of the noise assessment methodology that was initially employed by SSA and requested that SSA not be required to complete some of the revisions that were recommended by Landau in our February 16 letter.

Landau understands that the City and the City's consultant, AHBL Inc. (AHBL), anticipate that Prologis may provide up to two additional letters documenting noise assessment methodologies, and up to one revised noise assessment report. The following summarizes Landau's proposed scope of services and cost estimate to complete reviews of these documents.

PROPOSED SCOPE OF SERVICES

Landau will prepare letters documenting our reviews of the following, once received by the City:

- Up to two additional letters from Prologis that provide additional details of its noise assessment methodologies for the project.
- A revised noise assessment of one or both project alternatives, to be provided by Prologis.

SCHEDULE

Landau will complete reviews and letter responses to the Prologis letters and revised noise assessment at the request of the City and AHBL, as these letters and assessment are received.

COST ESTIMATE

The estimated cost for the proposed scope of services outlined above is \$14,300. Landau's work will be completed on a time-and-materials basis and in accordance with the attached Compensation Schedule and General Conditions (or City contracting documents, if provided), which are hereby made part of this agreement.

Task	Total
Review and Response of Methodology Letter #1	\$ 3,300
Review and Response of Methodology Letter #2	\$ 3,300
Review and Response of Revised Noise Assessment	\$ 6,700
Project Management and Administration	\$ 1,000
Project Total	\$ 14,300

AUTHORIZATION

If you find this proposal acceptable, please sign the Authorization section below and return a copy of this proposal, or provide us with contracting documents. If you have questions or comments, please contact Kevin Warner at (206) 631-8684 or kwarn@landauinc.com.

LANDAU ASSOCIATES, INC.



Kevin Warner
Principal

KMW/KLW/ccy
X:\C_Edgewood\2023-02_Prologis Park EIS Noise and Wetlands\Landau_Edgewood Prologis Additional Reviews_prop - 05-14-24.docx

Attachment: 2024 Compensation Schedule
General Conditions

AUTHORIZATION

The scope of services and contractual conditions as described in this proposal and its attachments are accepted and Landau Associates, Inc. is authorized to proceed.

By	_____	_____
	Signature*	Printed
For	_____	_____
	Firm*	Date

*Name of person with contractual authority and firm responsible for payment of Landau Associates, Inc. billing.

City of Edgewood
Additional Prologis Noise Reviews
Prologis Park
Edgewood, Washington

COMPENSATION SCHEDULE–2024

Personnel Labor	Hourly Rate
Senior Principal	365
Principal	335
Senior Associate	300
Associate	275
Senior	250
Senior Project	230
Project	210
GIS Analyst / CAD Designer	210
Senior Staff	190
Staff / Senior Technician II	175
Data Specialist	175
CAD / GIS Technician	160
Project Coordinator	145
Assistant / Senior Technician I	130
Technician	115
Support Staff	100

Expert professional testimony or the preparation thereof for court, deposition, declaration, mediation, arbitration, or public testimony is charged at 1.5 times the hourly rate.

Rates apply to all labor, including overtime.

Equipment

Field, laboratory, and office equipment used in the direct performance of authorized work is charged at unit rates. A rate schedule will be provided on request.

Subcontractor Services and Other Expenses

Subcontractor billing and other project expenses incurred in the direct performance of authorized routine services will normally be charged at a rate of cost plus a twelve percent (12%) handling charge. A higher handling charge for technical subconsultants and for high-risk field operations may be negotiated on an individual project basis; similarly, a lower handling charge may be negotiated on projects requiring disproportionately high subconsultant involvement.

Invoices

Invoices for Landau Associates' services will be issued monthly. Interest of 1½ percent per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days.

Term

Unless otherwise agreed, Landau Associates reserves the right to make reasonable adjustments to our compensation rates over time (e.g., long-term continuing projects).



GENERAL CONDITIONS

SERVICES TO BE PROVIDED – Landau Associates agrees to provide Client, for Client’s sole benefit and exclusive use, the consulting services identified in Landau Associates’ proposal (the Services). The proposal, together with these general conditions, form the Agreement under which the Services will be performed and shall have control over any other forms or agreements unless expressly modified in writing and signed by Client and Landau Associates. This Agreement gives no rights or benefits to anyone other than Client and Landau Associates. The Services are limited to those expressly set forth in the proposal. If a service is not specifically identified, it is expressly excluded. Landau Associates shall have no other obligations, duties, or responsibilities except as expressly provided in this Agreement. Client expressly agrees that Landau Associates shall have no responsibility for construction means, methods, or safety.

DIFFERING CONDITIONS – Landau Associates shall be entitled to rely on the accuracy and completeness of all testing, services, reports, data, and other information furnished by Client regarding the project site. If Landau Associates believes that any condition encountered at the site or during the course of the project is inaccurate or differs materially from that indicated, reflected, or referred to at the time of Landau Associates’ proposal, Landau Associates shall notify Client within a reasonable time. Such differing conditions shall include but are not limited to: access, physical conditions such as subsurface conditions or underground utilities, condition of existing structures, and the presence of asbestos or any substance or material categorized as hazardous or toxic by federal, state, or local laws and regulations. Landau Associates shall not be required to continue performing the Services until such time as a change in compensation, time for performance, and/or other resolution of the differing condition has been mutually agreed to by Client and Landau Associates.

OWNERSHIP OF DOCUMENTS – Unless otherwise agreed as evidenced by mutual written confirmation, all logs, notes, calculations, reports, and other documents (“Work Product”) prepared by Landau Associates are instruments of service and are the property of Landau Associates. Client is responsible for appropriate use of the Work Product and recommendations by Landau Associates. Any and all such Work Product and recommendations are provided for the specific project(s), as identified; any reuse of the same for extensions of a project, or disregard for or deviation from Landau Associates’ recommendations, or for use on any other project, shall be at Client’s sole risk and without liability to Landau Associates. Client shall not, absent prior written agreement, use any Landau Associates Work Product if Landau Associates’ Services have been terminated prior to completion or Landau Associates has not been paid in full. Client shall release, defend, indemnify, and hold Landau Associates harmless from all claims, losses, liabilities, damages, expenses, and costs arising out of the unauthorized use or reuse of the Work Product.

STANDARD OF CARE – Landau Associates’ services will be performed with the degree of skill and diligence normally employed by engineering or other professionals performing similar services in the project area at the time Services are performed. No other warranty or representation, either express or implied, is included or intended in our proposals, contracts, reports, and communications.

INSURANCE – Landau Associates, at its own expense, carries professional liability, workers’ compensation, and employer’s liability coverage as required by applicable state law, and general liability insurance, including automobile liability. The amount of insurance available may vary from year to year. The professional liability insurance is written on a claims-made basis. If Client desires insurance coverage in addition to that carried by Landau Associates at the time of the Agreement, Landau Associates will cooperate to obtain such additional insurance, if available, at Client’s expense.

LIMITATION OF LIABILITY – Landau Associates shall not be liable for loss or damage occasioned by delays beyond its control, or for loss of earnings, loss of use, or other incidental or consequential damages suffered by Client or others, however caused. Landau Associates’ liability under this Agreement shall be limited as follows: (a) for insured liabilities arising out of Landau Associates’ negligence, to the amount of the insurance then available to fund any settlement, award, or verdict; (b) for uninsured liabilities, to an amount not to exceed the total fee paid under this Agreement or \$50,000, whichever is greater.

For services involving subsurface explorations including excavations and drilled borings, Landau Associates will use good-faith efforts to identify subsurface utilities and structures through the following methods: Review of Client-provided information (which Landau Associates shall be entitled to rely on), notifying the Utility Notification Center to request the marking of public

utilities, and contracting with private locating services to mark private utilities and public utilities not marked on private property by utilities responding to the Utility Notification Center location request. Landau Associates shall not be liable for damage to utilities or other subsurface structures not identified through its good-faith efforts, including, but not limited to, non-conductible utilities that cannot generally be located using standard locating techniques.

PERSONAL LIABILITY – No employee of Landau Associates shall incur personal liability to Client related to the Services.

INDEMNIFICATIONS – Client acknowledges that Landau Associates is not responsible for the creation or presence of contamination or pollution, if any, at the property. Client agrees to release, indemnify, and defend Landau Associates and any of its officers and employees from and against any claim, suit, action, or liability due to or related to contamination conditions at the property except to the extent such claim, suit, action, or liability is caused by the negligence of Landau Associates. For the purposes of this clause, contamination conditions shall mean the actual or alleged existence, discharge, release, or escape of any irritant, pollutant, contaminant, or hazardous substance into or upon the atmosphere, land, groundwater, surface water, or sediment of or near the property. Landau Associates will promptly notify Client of contamination conditions, if identified.

SITE SUPERVISION – Landau Associates has no overall supervisory authority or actual and/or direct responsibility for the specific working conditions at the site and/or for any hazards resulting from the actions of any trade contractor. Unless expressly provided in the scope of services, Landau Associates has no duty to inspect, supervise, note, correct, or report any health or safety deficiencies of Client, contractors, or other entities or persons at the project site not employed or subcontracted by Landau Associates.

PAYMENT – Invoices for Landau Associates' services will be issued monthly, payable upon receipt. Interest of 1½ percent per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred by Landau Associates in collecting any delinquent amount shall be paid by Client. If the Client fails to pay any invoice within thirty (30) days of the invoice date and such failure continues fifteen (15) days after Landau Associates gives Client notice of such failure, Landau Associates shall have the right to immediately terminate this Agreement and the Services provided hereunder. The right to terminate shall be without liability to Landau Associates and shall be in addition to all other legal, equitable, or contractual remedies available to Landau Associates. Client shall have no right of setoff against any billings of Landau Associates for disputed claims or withholding of services.

SUSPENSION OR TERMINATION – If Client requests suspension or termination of our services prior to completion, Landau Associates reserves the right to complete such analyses and records as are necessary to place the files in order, and, when necessary to protect our professional reputation, to complete a report on the services provided to date. Client shall compensate Landau Associates for personnel time and all reasonable expenses at current rates for work completed prior to suspension or termination and for work required to accomplish such closing.

TIME BAR TO LEGAL ACTION – The parties agree that all legal actions by either party against the other concerning the Services provided under this Agreement shall be barred two (2) years after the completion of Services by Landau Associates.

GOVERNING LAW – This Agreement shall be governed by Washington law unless otherwise mutually agreed upon in writing.

SEVERABILITY AND SURVIVAL – In the event that any provision of this Agreement shall be held invalid and unenforceable by a decision of a court of competent jurisdiction, the remaining provisions shall be valid and binding. All terms of this Agreement allocating or limiting liability shall survive the completion of the Services hereunder and the termination of this Agreement.

RESOLUTION NO. 25-0xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE PERSONAL SERVICES AGREEMENT BETWEEN LANDAU ASSOCIATES, INC AND THE CITY OF EDGEWOOD

WHEREAS, the City of Edgewood (“City”) and Landau Associates, Inc. (“Landau”) executed a Personal Services Agreement dated June 6, 2024 (“Agreement”) in order for Landau to perform services for the City in an amount not to exceed \$14,300.00; and

WHEREAS, the current contract expired on December 31, 2024, with Landau having completed the Scope of Work for the Agreement; and

WHEREAS, the City is requesting an extension to this Agreement to allow for Landau to supply the City with a new scope of work for additional work needed to support the Prologis Park Environmental Impact Statement Preparation; and

WHEREAS, the existing Agreement can be amended by mutual agreement with the consultant, allowing for additional scopes of work with an amount not to exceed \$15,700.00, and extending the termination date; and

WHEREAS, to facilitate timely adjustments necessary for the effective continuation and completion of the project as a whole, the amendment authorizes the Assistant City Administrator or the Mayor to authorize the continual execution of contract amendments with Landau without the need for formal Council approval for each modification; and

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

Section 1. Authorization. The Mayor is hereby authorized to execute the First Amendment to the Personal Services Agreement between Landau Associates, Inc. and the City of Edgewood dated June 6, 2024, as Exhibit A and incorporated herein by this reference.

Section 2. Ongoing Authorization. The Assistant City Administrator or the Mayor is hereby authorized to execute any future necessary contract amendments for this project without the need for formal Council approval.

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

ADOPTED THIS 14TH DAY OF JANUARY, 2025

Dave Olson, Mayor

ATTEST:

Jill Schwerzler-Herrera, CMC
City Clerk

DRAFT

Exhibit A

First Amendment to the Personal Services Agreement with Landau Associates, Inc.

DRAFT

**FIRST AMENDMENT TO THE
PERSONAL SERVICES AGREEMENT
BETWEEN THE CITY OF EDGEWOOD
AND LANDAU ASSOCIATES, INC**

Section I. Date and Parties.

This document (“First Amendment”) is dated the 14th day of January, 2025, and is entered into by and between the CITY OF EDGEWOOD, a Washington municipal corporation (“City”) and Landau Associates, Inc. (“Consultant”). This First Amendment modifies the Professional Services Agreement dated June 6, 2024, by and between the City and Consultant (the “Contract”).

Section II. General Recitals.

A. The City and Consultant entered into the Contract for the purposes of allowing the Consultant to perform professional services as described therein, in an amount not to exceed \$14,300.00.

B. The current contract expired on December 31, 2024. Landau Associates, Inc. completed the Scope of Work for the Contract, but additional work is needed to support the Prologis Park Environmental Impact Statement Preparation.

C. To support the City in this additional work, a new Scope of Work is needed, and the parties have now agreed to amend the Contract as set forth in this First Amendment.

Section III. Services by Consultant.

Section 1. A and B. of the original Contract is hereby amended to read as follows:

1. Services by Consultant.

A. Consultant shall perform the services described in the Scope of Work attached to the Agreement as Exhibit “A” and shall perform the services described in the Scope of Work attached to the First Amendment to the Professional Services Agreement. The services performed by the Consultant shall not exceed this Scope of Work without prior written approval.

B. The City may from time to time require changes or modifications to the Agreement. Any modifications, extensions, or additions to the terms, scope of work, or additional scope of work that are agreed upon by the parties may be incorporated through written amendments. Such amendments may be executed by the Assistant City Administrator or the Mayor without the need for formal Council approval, provided that there is ongoing Council approval for the specific project(s) as a whole. This provision is intended to facilitate timely adjustments necessary for the effective continuation and completion of the project.

Section IV. Terms.

Section 3 of the original Contract is hereby amended to read as follows:

3. Terms. This agreement shall commence on January 14, 2025 ("Commencement Date") and shall terminate on December 31, 2025, unless extended or terminated in writing by mutual agreement by the City and Consultant.

Section V. Compensation.

Section 4, first paragraph of the original Contract is hereby amended to read as follows:

- ☒ **TIME AND MATERIALS NOT TO EXCEED.** Compensation for these services shall not exceed \$30,000, including all applicable tax, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit A.

Section VI. Other Terms Unchanged.

This First Amendment is intended to modify the terms and conditions of the original Contract 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 Contract and First amendment, the provisions of this First Amendment shall control.

DATED: This 14th day of January, 2025.

CITY OF EDGEWOOD

CONSULTANT

By: _____

By: _____

Its: Mayor, Dave Olson

Printed Name: _____

Its: _____

Date: _____

Date: _____, 20__

ATTEST:

City Clerk, Jill Schwerzler-Herrera

APPROVED AS TO FORM:

City Attorney, Maili C. Barber

Exhibit A

Scope of Work from Landau Associates, Inc. dated December 19, 2024 for Prologis Park

DRAFT



December 19, 2024

Transmitted via email to: morgan@cityofedgewood.org

City of Edgewood
2224 104th Avenue East
Edgewood, WA 98372

Attn: Morgan Dormer

**Re: Proposed Scope of Services and Budget Amendment Request
Supplemental Noise Review Services
Prologis Park
Edgewood, Washington
Landau Project No. 0495116.010**

Dear Morgan:

Landau Associates, Inc. (Landau) is pleased to submit this proposed scope of services and budget amendment request to the City of Edgewood (the City) to complete a review of a letter provided by Prologis Inc. (Prologis) to the City, prepared by SSA Acoustics Inc. (SSA) for the Prologis Park development (project) located in Edgewood, Washington. The Prologis letter, dated December 10, 2024, provides responses to two comments documented by Landau in a letter to the City, dated October 4, 2024, that summarized Landau's review of revisions to noise studies and a summary letter prepared for the project, dated September 18, 2024. The letter to be reviewed also includes results of revisions to the assessments of cumulative noise levels for both project alternatives (i.e., the three- and four-building site alternatives); Landau will review these revisions.

The following summarizes Landau's proposed scope and budget to complete a review of the Prologis letter.

PROPOSED SCOPE OF SERVICES

Landau will prepare a letter documenting our review of the following:

- A letter, prepared for Prologis by SSA and dated December 10, 2024, that provides responses to two comments previously provided by Landau:
 - An explanation of discrepancies between ambient noise monitoring locations and ambient noise level ranges that were applied for project noise studies
 - An explanation of revisions to recommended noise barrier heights.
- Revisions to the cumulative noise level assessments for both the three- and four-building project alternatives.

SCHEDULE

Landau will prepare a letter summarizing our review of the December 10, 2024 Prologis letter within 2 weeks of receipt of written authorization to proceed.

BUDGET

The estimated cost for the proposed scope of services outlined above is \$3,800. As of the date of this letter, Landau has a remaining budget, for previously approved tasks that are related to this assessment, of approximately \$470. Landau has assumed that this remaining budget can be applied to the proposed effort described herein. Therefore, the total requested budget amendment is \$3,330.

Landau's work will be completed on a time-and-materials basis in accordance with the previously executed Personal Services Agreements between the City and Landau, dated October 26, 2023 and June 6, 2024, and the attached Compensation Schedule, which is hereby made part of this agreement. Should additional analyses or documentation be required to finalize the noise assessments, Landau will coordinate with the City to determine whether additional scope and budget are warranted. Landau's budget amendment request is summarized in the table below.

Task	Total
Review and Letter Summarizing Review Findings	\$ 3,330
Project Total	\$ 3,330

AUTHORIZATION

If you find this proposal acceptable, please sign the Authorization below and return a copy of this proposal, or provide us with contracting documents. If you have questions or comments, please contact Kevin Warner at 206-631-8684 or kwerner@landauinc.com.

LANDAU ASSOCIATES, INC.



Kevin Warner
Principal

KMW/KLW/ccy
X:\C_Edgewood\2023-02_Prologis Park EIS Noise and Wetlands\Landau_Edgewood Prologis Budget Amendment Request_prop - 12-19-24.docx

Attachment: 2024 Compensation Schedule

AUTHORIZATION

The scope of services and contractual conditions as described in this proposal and its attachments are accepted and Landau Associates, Inc. is authorized to proceed.

By	_____	_____
	Signature*	Printed
For	_____	_____
	Firm*	Date

*Name of person with contractual authority and firm responsible for payment of Landau Associates, Inc. billing.

City of Edgewood, Washington
Supplemental Noise Review Services
Prologis Park
Edgewood, Washington

COMPENSATION SCHEDULE–2024

Personnel Labor	Hourly Rate
Senior Principal	365
Principal	335
Senior Associate	300
Associate	275
Senior	250
Senior Project	230
Project	210
GIS Analyst / CAD Designer	210
Senior Staff	190
Staff / Senior Technician II	175
Data Specialist	175
CAD / GIS Technician	160
Project Coordinator	145
Assistant / Senior Technician I	130
Technician	115
Support Staff	100

Expert professional testimony or the preparation thereof for court, deposition, declaration, mediation, arbitration, or public testimony is charged at 1.5 times the hourly rate.

Rates apply to all labor, including overtime.

Equipment

Field, laboratory, and office equipment used in the direct performance of authorized work is charged at unit rates. A rate schedule will be provided on request.

Subcontractor Services and Other Expenses

Subcontractor billing and other project expenses incurred in the direct performance of authorized routine services will normally be charged at a rate of cost plus a twelve percent (12%) handling charge. A higher handling charge for technical subconsultants and for high-risk field operations may be negotiated on an individual project basis; similarly, a lower handling charge may be negotiated on projects requiring disproportionately high subconsultant involvement.

Invoices

Invoices for Landau Associates' services will be issued monthly. Interest of 1½ percent per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days.

Term

Unless otherwise agreed, Landau Associates reserves the right to make reasonable adjustments to our compensation rates over time (e.g., long-term continuing projects).