



City of Port Orchard Council Meeting Agenda

January 9, 2024

6:30 p.m.

REVISED 1/8/2024 @ 2:50PM

Mayor:

Rob Putaansuu
Administrative Official

Councilmembers:

Mark Trenary (Mayor Pro-Tempore)
E/D & Tourism Committee, **Chair**
Utilities/Sewer Advisory Committee
Transportation Committee
KRCC-alt

John Morrissey

Finance Committee

E/D & Tourism Committee

Lodging Tax, **Chair**

Fred Chang

Economic Development & Tourism Committee

Land Use Committee

Transportation Committee

Jay Rosapepe

Finance Committee,

Land Use Committee

KRCC, PSRC-alt, PSRC Transpol-alt, KRCC Transpol-alt, KRCC Planpol-alt,

Eric Worden

Finance Committee, **Chair**

Utilities/Sewer Advisory Committee

Kitsap Public Health District-alt

Heidi Fenton

Festival of Chimes & Lights Committee, **Chair**

Utilities/Sewer Advisory Committee, **Chair**

Kitsap Economic Development Alliance

Scott Diener

Land Use Committee, **Chair**

Transportation Committee

Department Directors:

Nicholas Bond, AICP
Development Director

Denis Ryan

Public Works Director

Debbie Lund

Human Resources Director

Tim Drury

Municipal Court Judge

Noah Crocker, M.B.A.

Finance Director

Matt Brown

Police Chief

Brandy Wallace, MMC, CPRO

City Clerk

Meeting Location:

Council Chambers, 3rd Floor
216 Prospect Street
Port Orchard, WA 98366

Contact us:

(360) 876-4407
cityhall@portorchardwa.gov

Pursuant to the Open Public Meetings Act, the City Council is conducting its public meeting in the Council Chambers at City Hall. Members of the public may view and provide public comment during the meeting in person at City Hall, via the online platform zoom (link below), or via telephone (number below). The public may also view the meeting live on the City's YouTube channel.

Remote access

Link: <https://us02web.zoom.us/j/81057395836>

Zoom Meeting ID: 81057395836

Zoom Call-In: 1 253 215 8782

Guiding Principles

- Are we raising the bar?
- Are we honoring the past, but not living in the past?
- Are we building connections with outside partners?
- Is the decision-making process positively impacting diversity, equity, and inclusion?

1. CALL TO ORDER

A. Pledge of Allegiance

2. APPROVAL OF AGENDA

3. CITIZENS COMMENTS

*(Please limit your comments to **3 minutes** for items listed on the Agenda and that are not for a Public Hearing. Please keep your comments respectful and no personal attacks. This is a comment period and not a question-and-answer session. When recognized by the Mayor, please state your name for the official record. If you are attending remotely via telephone, enter *9 from your keypad to raise your hand.)*

4. CONSENT AGENDA

(Approval of Consent Agenda passes all routine items listed below, which have been distributed to each Councilmember for reading and study. Consent Agenda items are not considered separately unless a Councilmember so requests. In the event of such a request, the item is returned to Business Items.)

A. Approval of Vouchers and Electronic Payments

B. Approval of Payroll and Direct Deposits

C. Authorizing an Agreement with CDW-G to Renew Microsoft Product Licenses (Crocker) Page 3

D. **NEW:** Adoption of a Resolution Approving the Purchase of Furniture for the 1st Floor from Opensquare for the City Hall Renovation (Ryan) Page 7

5. PRESENTATION

6. PUBLIC HEARING

7. BUSINESS ITEMS

- A. Appointing the Mayor Pro-tempore for 2024 (Wallace) **Page 30**
- B. Adoption of a Resolution Approving a Contract with Excel Business Systems, Inc. for Admin/Finance, Court, Police and DCD Copy Machine Maintenance (Wallace) **Page 31**
- C. Approval of a Cybersecurity Grant Contract with the State of Washington – Emergency Management Division – Preparedness Grant Section (Crocker) **Page 41**
- D. Approval of the December 12, 2023, City Council Meeting Minutes **Page 80**
- E. Approval of the December 19, 2023, City Council Meeting Minutes **Page 85**

8. DISCUSSION ITEMS (No Action to be Taken)

- A. Council Retreat Dates (Mayor)
- B. Council Committee Assignments (Mayor)

9. REPORTS OF COUNCIL COMMITTEES

10. REPORT OF MAYOR

11. REPORT OF DEPARTMENT HEADS

12. CITIZEN COMMENTS

*(Please limit your comments to **3 minutes** for any items not up for Public Hearing. When recognized by the Mayor, please state your name for the official record. If you are attending remotely via telephone, enter *9 from your keypad to raise your hand.)*

13. EXECUTIVE SESSION: Pursuant to RCW 42.30.110, the City Council may hold an executive session. The topic(s) and the session duration will be announced prior to the executive session.

14. CITY COUNCIL GOOD OF THE ORDER

15. ADJOURNMENT

COMMITTEE MEETINGS

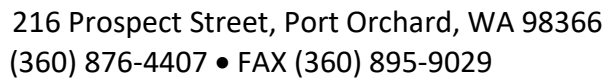
	Date & Time	Location
Economic Development and Tourism	TBD, 2024	Remote Access
Utilities	TBD, 2024	Remote Access
Finance	TBD, 2024	Remote Access
Transportation	TBD, 2024	Remote Access
Festival of Chimes & Lights	TBD, 2024	Remote Access
Land Use	TBD, 2024	Remote Access
Lodging Tax Advisory	TBD, 2024	City Hall
Sewer Advisory	February 21, 2024; 6:30pm	West Sound Utility*
Outside Agency Committees	Varies	Varies

*West Sound Utility District, 2924 SE Lund Avenue

Please turn off cell phones during meeting and hold your questions for staff until the meeting has been adjourned.

The Council may consider other ordinances and matters not listed on the Agenda, unless specific notification period is required.

Meeting materials are available on the City's website at: www.portorchardwa.gov or by contacting the City Clerk's office at (360) 876-4407.



Meeting Date:	January 9, 2024
Prepared by:	Noah Crocker
	Finance Director
Atty Routing No.:	N/A
Atty Review Date:	N/A

Page 3 of 89



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Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

SEAN DUNHAM,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NQKC072	11/10/2023	ANNUAL PAYMENT	7005945	\$100,970.86

IMPORTANT - PLEASE READ

Special Instructions: Annual Payment due 1/1
EA 8378249
Terms 1/1/2024 - 12/31/2024

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Exchange Online Plan 1 - subscription license - 1 user Mfg. Part#: 3MS-00001-12-SLG Terms 1/1/2024 - 12/31/2024 Electronic distribution - NO MEDIA Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	34	3083170	\$37.67	\$1,280.78
Microsoft Defender O365 P2 GCC Subscription License Per User Mfg. Part#: GLN-00001-12-SLG Terms 1/1/2024 - 12/31/2024 Electronic distribution - NO MEDIA Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	34	5107303	\$47.12	\$1,602.08
MS EA PROJECT P3 GCC P USER Mfg. Part#: 7MS-00001-12-SLG Terms 1/1/2024 - 12/31/2024 Electronic distribution - NO MEDIA Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	1	4381361	\$282.74	\$282.74
MS EA VISIO P2 GCC P USER Mfg. Part#: P3U-00001-12-SLG Terms 1/1/2024 - 12/31/2024 Electronic distribution - NO MEDIA Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	2	3576069	\$141.37	\$282.74
Microsoft M365 G5 GCC Subscription License Per User Mfg. Part#: AAL-45735-12-SLG Terms 1/1/2024 - 12/31/2024 Electronic distribution - NO MEDIA	110	6668197	\$632.02	\$69,522.20

QUOTE DETAILS (CONT.)

Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)

Microsoft Windows Server Datacenter Edition - license & software assurance

4

4690713

\$2,435.75

\$9,743.00

Mfg. Part#: 9EA-00271-SLG

Terms 1/1/2024 - 12/31/2024

Electronic distribution - NO MEDIA

Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)

Microsoft SQL Server Standard Core Edition - license & software assurance -

2

2728115

\$1,418.55

\$2,837.10

Mfg. Part#: 7NQ-00302-SLG

Terms 1/1/2024 - 12/31/2024

Electronic distribution - NO MEDIA

Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)

Microsoft M365 G5 GCC Subscription License Per User

10

6668197

\$632.02

\$6,320.20

Mfg. Part#: AAL-45735-12-SLG

TU LICENSE

Electronic distribution - NO MEDIA

Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)

Microsoft Exchange Online Plan 1 - subscription license - 1 user

6

3083170

\$37.67

\$226.02

Mfg. Part#: 3MS-00001-12-SLG

TU LICENSE

Electronic distribution - NO MEDIA

Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)

Microsoft Defender O365 P2 GCC Subscription License Per User

6

5107303

\$47.12

\$282.72

Mfg. Part#: GLN-00001-12-SLG

TU LICENSE

Electronic distribution - NO MEDIA

Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)

SUBTOTAL \$92,379.58**SHIPPING** \$0.00**SALES TAX** \$8,591.28**GRAND TOTAL** **\$100,970.86****PURCHASER BILLING INFO****Billing Address:**CITY OF PORT ORCHARD
ACCTS PAYABLE
216 PROSPECT ST
PORT ORCHARD, WA 98366-5304**Phone:** (360) 876-4407**Payment Terms:** NET 30-VERBAL**DELIVER TO****Shipping Address:**CITY OF PORT ORCHARD
ATTN:STEVE HAVERT
216 PROSPECT ST
PORT ORCHARD, WA 98366-5304**Phone:** (360) 876-4407**Shipping Method:** ELECTRONIC DISTRIBUTION**Please remit payments to:**CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515**Sales Contact Info****Danny Higgins** | (877) 625-7671 | dannhig@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$92,379.58	\$2,476.70/Month	\$92,379.58	\$2,861.00/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

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This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Agenda Item No.: Consent Agenda 4D
Subject: Adoption of a Resolution Approving the
Purchase of Furniture for the 1st Floor from
Opensquare for the City Hall Renovation
Project

Meeting Date: January 9, 2024
Prepared by: Denis Ryan
Public Works Director
Atty Routing No.: 366922-0009
Atty Review Date: January 4, 2024

Summary: The Port Orchard City Hall facility was constructed in 1999, and through the years, weather, normal wear and tear, and increased staffing have triggered a need to update and renovate the building. On December 19, 2023, Port Orchard City Council approved design services for furniture in the newly renovated areas on the 1st, 2nd and 3rd floors of City Hall (some of which have and can occur prior to delivery of furniture). The City is seeking to also purchase furniture for 1st Floor in City Hall in parallel to the structural renovation project currently underway.

The City is a member of purchasing cooperative Sourcewell (via City Contract No. C075-14) which allows the City to utilize contracts procured by Sourcewell for services and purchases, so long as the City confirms the contract complies with all applicable statutory procurement requirements for the purchase or service, per RCW 39.34.030. Consistent with City Contract No. C075-14 and the City's Procurement Procedures Policies, adopted as Resolution No. 073-23, as amended, the City's Public Works Department identified Opensquare, as an authorized vendor for the furniture and associated design services, awarded via Sourcewell Contract No. 121919-STI ("Sourcewell Contract").

Staff requested a quote from the vendor for the purchase of furniture for the 1st floor of City Hall. On January 4, 2024 the City received an estimated quote from Opensquare for the purchase of the furniture. The Not to Exceed amount for the furniture purchase is \$150,000.00. Staff confirmed the quote was consistent with the Sourcewell Contract pricing. The City Public Works Department completed the Interlocal Agreement Purchase Checklist and reviewed the procurement process utilized by Sourcewell for the Sourcewell Contract and confirmed the applicable procurement requirements were met and obtained all necessary documentation from Sourcewell and the vendor regarding procurement.

The City's Procurement Policies require City Council authorization for purchasing budgeted items that cost \$35,000 or more. The cost of the furniture will exceed \$35,000.

Recommendation: Staff recommends approving a Resolution authorizing the purchase of furniture for the 1st floor of City Hall from Opensquare for the City Hall Renovation Project in accordance with the City's procurement policies.

Relationship to Comprehensive Plan: N/A

Motion for consideration: "I move to approve a Resolution authorizing the purchase of furniture for the City Hall Renovations Project from vendor Opensquare.

Fiscal Impact: A budget amendment may be required.

Alternatives: Do not approve and provide alternative guidance.

Attachment: Resolution
Exhibit A-Quote
Interlocal Agreement Checklist

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING
THE PURCHASE OF FURNITURE FOR THE 1st FLOOR OF CITY HALL FROM
OPENSQUARE FOR THE CITY HALL RENOVATION PROJECT AND DOCUMENTING
PROCUREMENT PROCEDURES.**

WHEREAS, the Port Orchard City Hall facility was constructed in 1999, and through the years, weather, normal wear and tear, and increased staffing have triggered a need to update and renovate the building; and

WHEREAS, on December 19, 2023, Port Orchard City Council approved design services for furniture in the newly renovated areas on the 1st, 2nd and 3rd floors of City Hall; and

WHEREAS, the City is seeking to purchase furniture for the 1st floor in City Hall in parallel to the structural renovation project currently underway; and

WHEREAS, as authorized by City Contract No. C075-14, the City is a member of the purchasing cooperative Sourcewell, formally known as the National Joint Power Alliance (NJPA), a Minnesota Public Agency; and

WHEREAS; consistent with City Contract No. C075-14 and the City's Procurement Procedures Policies, adopted as Resolution No. 073-23, as amended, the City's Public Works Department identified Opensquare as an approved vendor for the desired furniture purchase through Sourcewell Contract No. 121919-STsl (Sourcewell Contract); and

WHEREAS, staff reviewed the procurement process utilized by Sourcewell for the Sourcewell Contract, confirmed the statutory procurement requirements were met, and obtained all necessary documentation from Sourcewell and Opensquare regarding procurement; and

WHEREAS, Public Works staff requested a quote for the purchase of furniture for the 1st floor of City Hall from Opensquare and on January 4, 2024, received a quote from the vendor and confirmed that the pricing was consistent with the Sourcewell Contract; and

WHEREAS, upon receipt of the quote, the City's Public Works Department completed the Interlocal Agreement Purchase Checklist for the selected vendor and confirmed the quote was consistent with the Sourcewell Contract; and

WHEREAS, the City's Procurement Policies require City Council authorization for purchasing budgeted items that cost \$35,000 or more and for unbudgeted purchases, and because staff is phasing this project into multiple purchases the total cost will exceed \$35,000; and

WHEREAS, the Port Orchard City Council, at the 2015 recommendation of the State Auditor's Office, wishes to document their selection/procurement process as described herein for this purchase by Resolution; now, therefore,

**THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, HEREBY RESOLVES
AS FOLLOWS:**

THAT: It is the intent of the Port Orchard City Council that the recitals set forth above are hereby adopted and incorporated as findings in support of this Resolution.

THAT: The City Council approves the purchase of furniture for the 1st floor, as part of the City Hall Renovations Project, from Opensquare in an amount not to exceed \$150,000 (applicable tax included). The Mayor or his designee is authorized to take all actions necessary to effectuate the purchase consistent with this authorization.

THAT: The Resolution shall take full force and effect upon passage and signatures hereon.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage on this 9th day of January 2024.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk



Remit to:
Workspace Development, LLC dba OpenSquare
PO Box 8395
Pasadena, CA 91109-8395
206.768.8000 | www.open-sq.com

Quotation 328367
Quote Date 01/04/24
Project 21373
Customer 255131
Terms Net 30
Account Representative Cameron Hood

Quote To

Patti Saltsgaver
CITY OF PORT ORCHARD
216 Prospect St
Port Orchard WA 98366

Ship To

CITY OF PORT ORCHARD
216 Prospect St
Port Orchard WA 98366

Phone +1 360-876-4407

ap@portorchardwa.gov,WDinvoicesoracle@wks-de
v.com

21372 Port Orchard City Hall L

Budgetary Pricing



Pricing provided is intended for budgetary purposes only. Freight, electrical, and sales tax are not included; discounts are estimated. Pricing will change based on final layout, finishes, installation cost, and design time. A formal quote is required prior to order.

FOR BUDGETARY PRICING ONLY!
Pricing provided is intended for budgetary purposes only. Design, freight, electrical, and sales tax are not included; discounts are estimated.

Pricing considers Sourcewell Contract & Omnia for the Safco product.
Pricing will change based on final layout, finishes, installation cost, and design time.

**** A formal quote is required prior to order.

For any questions, please contact:
Cameron Hood - chood@open-sq.com - 206-724-7954
Heather Webb - hwebb@open-sq.com - 509-217-9002


Description		Quantity	Unit Price	Extended Price
1	<div></div> REVIUNDERMOUNT - AMQ Revi Undermount Storage Finish: Paint F1 - Platinum Door Type: Left Hinged Swing Door Finish: Paint F1 - Platinum Shelf: with Shelf Shelf Finish: Paint F1 - Platinum Bag Hook: No Bag Hook File Pocket: No File Pocket AMQSolutio Tag For PSCL	4T	218.10	872.40
2	<div></div> CFPLUS - CF Plus Monitor Arm Arm Finish: Smooth Paint PG2 0835 - BLACK Arm Option: Dual Pole Option: 14" pole	16T	429.39	6,870.24



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Quotation 328367

Page 2 / 18 (cont'd)


Description		Quantity	Unit Price	Extended Price
2	Tilt Head Option: STD Slider Bar Tilt Head w QR Laptop Support Option: No Laptop support Bracket Type: C-Clamp Steelcase Tag For CF-D-C			
3	CROHSDP - Overhead- Sliding Doors, Personal Size Option: Modular Width: 42.00000 Door Surface Type: Laminate Attachment Brackets: Wall Mount Brackets Case Finish: Woodgrain HPL 2HWE - NATURAL RECON (HPL) Headset Finish: Woodgrain HPL 2HWE - NATURAL RECON (HPL) Steelcase Tag For OH/42.0000/15	2T	451.93	903.86
4	CROHSDP - Overhead- Sliding Doors, Personal Size Option: Modular Width: 72.00000 Door Surface Type: Laminate Attachment Brackets: Wall Mount Brackets Case Finish: Woodgrain HPL 2HWE - NATURAL RECON (HPL) Headset Finish: Woodgrain HPL 2HWE - NATURAL RECON (HPL) Steelcase Tag For OH/72.0000/15	1T	760.24	760.24
5	 CRPD2HBBF - Pedestal-2-High,Box/Box/File Size Option: Modular Depth: 24.00000 Case Finish: Woodgrain HPL 2HWE - NATURAL RECON (HPL) Headset Finish: Woodgrain HPL 2HWE - NATURAL RECON (HPL) Lock Finish: Ember Chrome 9250 - EMBER CHROME Keys: Key Plug Pull: Nile Pull Pull Finish: Smooth Paint PG2 0835 - BLACK Counterweight: With Counterweight	3T	594.69	1,784.07



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Quotation 328367

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Description		Quantity	Unit Price	Extended Price
5	Steelcase Tag For BBF/24			
6	7756 - EZ-Sort Satellite Mail Station Base COLOR OPTION: GR: Gray SAFCO Tag For 7756	1T	336.56	336.56
7	CRTWDFFR - Tower- Dual Doors,File/File, Wardrobe Right Size Option: Modular Depth: 24.00000 Width: 24.00000 Height: 66.50000 Case Finish: Woodgrain HPL 2HWE - NATURAL RECON (HPL) Headset Finish: Woodgrain HPL 2HWE - NATURAL RECON (HPL) Keys: Key Plug Lock Finish: Ember Chrome 9250 - EMBER CHROME Pull: Nile Pull Pull Finish: Smooth Paint PG2 0835 - BLACK Interior Configuration: Coat Rod Steelcase Tag For ST/66.5	1T	1,477.48	1,477.48
8	 CRWDL - Wardrobe- Hinged Left Size Option: Modular Depth: 24.00000 Width: 12.00000 Height: 66.50000 Case Finish: Woodgrain HPL 2HWE - NATURAL RECON (HPL) Headset Finish: Woodgrain HPL 2HWE - NATURAL RECON (HPL) Keys: Key Plug Lock Finish: Ember Chrome 9250 - EMBER CHROME Pull: Nile Pull Pull Finish: Smooth Paint PG2 0835 - BLACK Interior Configuration: Coat Rod Shelf Option: Fixed Shelf - Top	2T	691.01	1,382.02



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Quotation 328367

Page 4 / 18 (cont'd)

Description		Quantity	Unit Price	Extended Price
8	Steelcase Tag For WR/66.5/24			
9	 DSPOWER - Powerstrip-Desktop Power Configuration: 2 Power, 1 USB A, 1 USB C 20W Power Finish: Plastic - PG1 6527 - MERLE Power Mount: C-Clamp Utility Power: 2 Utility, 1 Female Plug, Tray Power Plug Type: STANDARD NEMA 5-15 3-PRONG Power Cord: 8' Standard Cord Cord Color: Black PVC: With PVC Steelcase Tag For PS/2P/2UP-8S	16T	348.76	5,580.16
10	 DSTRAYLG - Tray-Cable Management, Smart straps, 30W Steelcase Tag For TS	16T	62.02	992.32
11	 PSPM - SARTO Screen; Privacy / modesty Size Option: Modular Height: 24.00000 Privacy Height: 9.00000 Width: 29.00000 Screen Type: Side Screen Surface Finish: Billiard 5H21 - GUNMETAL Bracket Finish: Textured Paint 7360 - MERLE Steelcase Tag For PMS/29/24/9.0	4T	299.22	1,196.88
12	 PSPM - SARTO Screen; Privacy / modesty Size Option: Modular Height: 24.00000 Privacy Height: 9.00000 Width: 48.00000 Screen Type: Rear Screen Surface Finish: Billiard 5H21 - GUNMETAL Bracket Finish: Textured Paint 7360 - MERLE Steelcase Tag For PMS/48/24/9.0	2T	342.82	685.64




Accepted by _____ Title _____ Date _____



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Quotation 328367

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Description		Quantity	Unit Price	Extended Price
13	 CRTBWM - Tackboard, Wallmount Size Option: Modular Height: 20.25000 Width: 42.00000 Tackboard Finish: Billiard 5H21 - GUNMETAL Fabric Direction: Horizontal Steelcase Tag For TB/42/20.2500	2T	201.67	403.34
14	 CRTBWM - Tackboard, Wallmount Size Option: Modular Height: 20.25000 Width: 72.00000 Tackboard Finish: Billiard 5H21 - GUNMETAL Fabric Direction: Horizontal Steelcase Tag For TB/72/20.2500	1T	262.73	262.73
15	 UCL - C legs-Double post, Glides, 28 1/2H LEGS: 7360 MERLE Steelcase Tag For UCL	4T	224.04	896.16
16	OLELL3 - Ology; Desk-90 degree, 3 legs, Extended height Size Option: Modular Depth - Left: 23.00000 Depth - Right: 29.00000 Width - Left: 58.00000 Width - Right: 76.00000 Top Surface Finish: Woodgrain HPL 2HWE - NATURAL RECON (HPL) Edge Finish: Plastic - PG1 66WE - NATURAL RECON Base Finish: Textured Paint 7360 - MERLE Corner: Square Corner Controller: Active Touch Controller Integrated Rail: No Rail Power Access: No Power Access Grommet: No Grommet Glides: 1/2" Glide Power: NA 120V, NEMA 1-15 Type A - D	2T	2,288.14	4,576.28

Accepted by _____ Title _____ Date _____



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Quotation 328367

Page 6 / 18 (cont'd)

Description		Quantity	Unit Price	Extended Price
16	Steelcase Tag For 23/58/76/29/EXT-AT			
17	OLELL3 - Ology; Desk-90 degree, 3 legs, Extended height Size Option: Modular Depth - Left: 23.00000 Depth - Right: 29.00000 Width - Left: 64.00000 Width - Right: 64.00000 Top Surface Finish: Woodgrain HPL 2HWE - NATURAL RECON (HPL) Edge Finish: Plastic - PG1 66WE - NATURAL RECON Base Finish: Textured Paint 7360 - MERLE Corner: Square Corner Controller: Active Touch Controller Integrated Rail: No Rail Power Access: No Power Access Grommet: No Grommet Glides: 1/2" Glide Power: NA 120V, NEMA 1-15 Type A - D Steelcase Tag For 23/64/64/29/EXT-AT	1T	2,222.31	2,222.31
18	OLELL3 - Ology; Desk-90 degree, 3 legs, Extended height Size Option: Modular Depth - Left: 23.00000 Depth - Right: 29.00000 Width - Left: 64.00000 Width - Right: 76.00000 Top Surface Finish: Woodgrain HPL 2HWE - NATURAL RECON (HPL) Edge Finish: Plastic - PG1 66WE - NATURAL RECON Base Finish: Textured Paint 7360 - MERLE Corner: Square Corner Controller: Active Touch Controller Integrated Rail: No Rail Power Access: No Power Access Grommet: No Grommet Glides: 1/2" Glide	2T	2,358.77	4,717.54



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Description		Quantity	Unit Price	Extended Price
18	Power: NA 120V, NEMA 1-15 Type A - D Steelcase Tag For 23/64/76/29/EXT-AT			
19	OLELL3 - Ology; Desk-90 degree, 3 legs, Extended height Size Option: Modular Depth - Left: 29.00000 Depth - Right: 23.00000 Width - Left: 64.00000 Width - Right: 64.00000 Top Surface Finish: Woodgrain HPL 2HWE - NATURAL RECON (HPL) Edge Finish: Plastic - PG1 66WE - NATURAL RECON Base Finish: Textured Paint 7360 - MERLE Corner: Square Corner Controller: Active Touch Controller Integrated Rail: No Rail Power Access: No Power Access Grommet: No Grommet Glides: 1/2" Glide Power: NA 120V, NEMA 1-15 Type A - D Steelcase Tag For 29/64/64/23/EXT-AT	1T	2,222.31	2,222.31
20	OLELL3 - Ology; Desk-90 degree, 3 legs, Extended height Size Option: Modular Depth - Left: 29.00000 Depth - Right: 23.00000 Width - Left: 76.00000 Width - Right: 58.00000 Top Surface Finish: Woodgrain HPL 2HWE - NATURAL RECON (HPL) Edge Finish: Plastic - PG1 66WE - NATURAL RECON Base Finish: Textured Paint 7360 - MERLE Corner: Square Corner Controller: Active Touch Controller Integrated Rail: No Rail Power Access: No Power Access Grommet: No Grommet	1T	2,288.14	2,288.14



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Description		Quantity	Unit Price	Extended Price
20	Glides: 1/2" Glide Power: NA 120V, NEMA 1-15 Type A - D Steelcase Tag For 29/76/58/23/EXT-AT			
21	OLELL3 - Ology; Desk-90 degree, 3 legs, Extended height Size Option: Modular Depth - Left: 29.00000 Depth - Right: 23.00000 Width - Left: 76.00000 Width - Right: 64.00000 Top Surface Finish: Woodgrain HPL 2HWE - NATURAL RECON (HPL) Edge Finish: Plastic - PG1 66WE - NATURAL RECON Base Finish: Textured Paint 7360 - MERLE Corner: Square Corner Controller: Active Touch Controller Integrated Rail: No Rail Power Access: No Power Access Grommet: No Grommet Glides: 1/2" Glide Power: NA 120V, NEMA 1-15 Type A - D Steelcase Tag For 29/76/64/23/EXT-AT	3T	2,358.77	7,076.31
22	 OLELRQ - Ology; Desk-Rectangle, Extended height Size Option: Modular Depth: 29.00000 Width: 52.00000 Top Surface Finish: Woodgrain HPL 2HWE - NATURAL RECON (HPL) Edge Finish: Plastic - PG1 66WE - NATURAL RECON Base Finish: Textured Paint 7360 - MERLE Corner: Square Corner Controller: Active Touch Controller Integrated Rail: No Rail Power Access: No Power Access Soft Edge: No Soft Edge Overhang: No Overhang	2T	1,446.30	2,892.60



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Description		Quantity	Unit Price	Extended Price
22	Grommet: No Grommet Glides: 1/2" Glide Power: NA 120V, NEMA 1-15 Type A - D Steelcase Tag For 29/52/EXT-AT			
23	 OLELRQ - Ology; Desk-Rectangle, Extended height Size Option: Parametric Depth: 29.00000 Width: 68.00000 Top Surface Finish: Woodgrain HPL 2HWE - NATURAL RECON (HPL) Edge Finish: Plastic - PG1 66WE - NATURAL RECON Base Finish: Textured Paint 7360 - MERLE Corner: Square Corner Controller: Active Touch Controller Integrated Rail: No Rail Power Access: No Power Access Soft Edge: No Soft Edge Overhang: No Overhang Grommet: No Grommet Glides: 1/2" Glide Power: NA 120V, NEMA 1-15 Type A - D Steelcase Tag For 29/68/EXT-AT	4T	1,581.81	6,327.24
24	 UPL - Post leg, Glides, 28 1/2H LEGS: 7360 MERLE Steelcase Tag For PL	3T	70.24	210.72
25	 UPL4 - Post leg, Package quantity 4, Glides, 28 1/2H LEGS: 7360 MERLE Steelcase Tag For PL	4T	280.97	1,123.88
26	 TS7TIEPLATE - Tie plate, Package quantity 6, Side by side worksurface application Steelcase Tag For TPP	1T	58.41	58.41
27	USWS - Worksurface-Straight, Laminate, Plastic edge profile	1T	127.92	127.92

Accepted by _____ Title _____ Date _____




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Description		Quantity	Unit Price	Extended Price
27	Size Option: Modular Depth: 24.00000 Width: 42.00000 Top Surface Finish: Woodgrain HPL 2HWE - NATURAL RECON (HPL) Grain Direction: Long Grain Edge Finish: Plastic - PG1 66WE - NATURAL RECON Power Access: No Power Access Scallop: With Scallop Grommet: No Grommet Cord Drop: No Cord Drop Steelcase Tag For 24/42			
28	USWS - Worksurface-Straight, Laminate, Plastic edge profile Size Option: Modular Depth: 24.00000 Width: 42.00000 Top Surface Finish: Woodgrain HPL 2HWE - NATURAL RECON (HPL) Grain Direction: Short Grain Edge Finish: Plastic - PG1 66WE - NATURAL RECON Power Access: No Power Access Scallop: With Scallop Grommet: No Grommet Cord Drop: No Cord Drop Steelcase Tag For 24/42	2T	127.92	255.84
29	USWS - Worksurface-Straight, Laminate, Plastic edge profile Size Option: Modular Depth: 24.00000 Width: 48.00000 Top Surface Finish: Woodgrain HPL 2HWE - NATURAL RECON (HPL) Grain Direction: Long Grain Edge Finish: Plastic - PG1 66WE - NATURAL RECON Power Access: No Power Access Scallop: No Scallop Grommet: No Grommet	1T	151.58	151.58



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Description		Quantity	Unit Price	Extended Price
29	Cord Drop: No Cord Drop Steelcase Tag For 24/48			
30	USWS - Worksurface-Straight, Laminate, Plastic edge profile Size Option: Modular Depth: 24.00000 Width: 54.00000 Top Surface Finish: Woodgrain HPL 2HWE - NATURAL RECON (HPL) Grain Direction: Long Grain Edge Finish: Plastic - PG1 66WE - NATURAL RECON Power Access: No Power Access Scallop: With Scallop Grommet: No Grommet Cord Drop: No Cord Drop Steelcase Tag For 24/54	2T	162.67	325.34
31	USWS - Worksurface-Straight, Laminate, Plastic edge profile Size Option: Modular Depth: 24.00000 Width: 72.00000 Top Surface Finish: Woodgrain HPL 2HWE - NATURAL RECON (HPL) Grain Direction: Long Grain Edge Finish: Plastic - PG1 66WE - NATURAL RECON Power Access: No Power Access Scallop: With Scallop Grommet: No Grommet Cord Drop: No Cord Drop Steelcase Tag For 24/72	2T	215.17	430.34
32	 OLCR - Ology; Cable riser Connection Type: Leg Connection Steelcase Tag For CRX	16T	123.01	1,968.16



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Description		Quantity	Unit Price	Extended Price
33	 OLMP - Ology; Modesty panel, desk application Size Option: Modular Width: 52.00000 Modesty Panel Finish: Woodgrain HPL 2HWE - NATURAL RECON (HPL) Grain Direction: Vertical Edge Finish: Plastic - PG1 66WE - NATURAL RECON Steelcase Tag For MP/52	2T	144.63	289.26
34	 OLMP - Ology; Modesty panel, desk application Size Option: Modular Width: 64.00000 Modesty Panel Finish: Woodgrain HPL 2HWE - NATURAL RECON (HPL) Grain Direction: Horizontal Edge Finish: Plastic - PG1 66WE - NATURAL RECON Steelcase Tag For MP/64	1T	150.88	150.88
35	 TS7WKSPT66 - Reinforcing channel, 66W Steelcase Tag For RC/66	2T	28.10	56.20
36	 RBC15363A - Bookcase, 2 adjustable shelves, 15D x 36W x 40H BASIC: 7360 MERLE TOP OPT: *OPT:TOP OPTIONS NO TOP: NO TOP Steelcase Tag For BC/3/36	4T	514.87	2,059.48
37	 RBC15423A - Bookcase, 2 adjustable shelves, 15D x 42W x 40H BASIC: 7360 MERLE TOP OPT: *OPT:TOP OPTIONS NO TOP: NO TOP Steelcase Tag For BC/3/42	2T	585.79	1,171.58
38	 RPM2421CF - Pedestal-Mobile, 1 box / 1 file, Flush steel front, 22 5/8D BASIC: 7360 MERLE LOCK: 9250 EMBER CHROME KEYS: SK PLUG	7T	502.05	3,514.35

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Description		Quantity	Unit Price	Extended Price
38	TOP OPT: *OPT:TOP OPTIONS 1/8 IN STL: STD:1/8 INCH HIGH STEEL DWR OPT: *OPT:DRAWER FEATURE OPTIONS FULL DWR: STD:FULL DRAWER DWR ACC: *OPT:FILE DWR ACCESSORIES RAIL: DRAWERS WITH RAILS PULLS: *OPT:PULL OPTIONS INT PULL: STD:INTEGRAL J, PULL Steelcase Tag For BF			
39	 RATCL1572F - Top-Common, Square edge profile, Laminate, Flush steel front, Bookcase application, 15D x 72W EDGE: 66WE NATURAL RECON TOP-SURF: 2HWE NATURAL RECON (HPL) Steelcase Tag For CT/15/72	2T	223.07	446.14
40	 RATCL1584F - Top-Common, Square edge profile, Laminate, Flush steel front, Bookcase application, 15D x 84W EDGE: 66WE NATURAL RECON TOP-SURF: 2HWE NATURAL RECON (HPL) Steelcase Tag For CT/15/84	1T	323.77	323.77
41	 HDSTGV - High density; Cabinet-Value package Width: 15.00000 Depth: 24.00000 Case Height: 48.00000 Front Color Scheme: Non Contrasting Front Case Finish: Woodgrain HPL 2HWE - NATURAL RECON (HPL) Grain Direction: Vertical Inner Finish: Textured Paint 7360 - MERLE Lock Finish: Ember Chrome 9250 - EMBER CHROME Keys: Key Plug Pull: Nile Pull Pull Finish: Smooth Paint PG2 0835 - BLACK Handedness: Left Hand Interior Configuration: Shelf	1T	1,227.08	1,227.08



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Description		Quantity	Unit Price	Extended Price
41	Coat Closet: No Coat Closet Steelcase Tag For HDC/48/LH-V			
42	 HDSTGV - High density; Cabinet-Value package Width: 15.00000 Depth: 30.00000 Case Height: 48.00000 Front Color Scheme: Non Contrasting Front Case Finish: Woodgrain HPL 2HWE - NATURAL RECON (HPL) Grain Direction: Vertical Inner Finish: Textured Paint 7360 - MERLE Lock Finish: Ember Chrome 9250 - EMBER CHROME Keys: Key Plug Pull: Nile Pull Pull Finish: Smooth Paint PG2 0835 - BLACK Handedness: Left Hand Interior Configuration: Shelf Coat Closet: No Coat Closet Steelcase Tag For HDC/48/LH-V	2T	1,357.54	2,715.08
43	 HDSTGV - High density; Cabinet-Value package Width: 15.00000 Depth: 24.00000 Case Height: 48.00000 Front Color Scheme: Non Contrasting Front Case Finish: Woodgrain HPL 2HWE - NATURAL RECON (HPL) Grain Direction: Vertical Inner Finish: Textured Paint 7360 - MERLE Lock Finish: Ember Chrome 9250 - EMBER CHROME Keys: Key Plug Pull: Nile Pull Pull Finish: Smooth Paint PG2 0835 - BLACK Handedness: Right Hand Interior Configuration: Shelf Coat Closet: No Coat Closet	2T	1,227.08	2,454.16



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Description		Quantity	Unit Price	Extended Price
43	Steelcase Tag For HDC/48/RH-V			
44	 HDSTGV - High density; Cabinet-Value package Width: 15.00000 Depth: 30.00000 Case Height: 48.00000 Front Color Scheme: Non Contrasting Front Case Finish: Woodgrain HPL 2HWE - NATURAL RECON (HPL) Grain Direction: Vertical Inner Finish: Textured Paint 7360 - MERLE Lock Finish: Ember Chrome 9250 - EMBER CHROME Keys: Key Plug Pull: Nile Pull Pull Finish: Smooth Paint PG2 0835 - BLACK Handedness: Right Hand Interior Configuration: Shelf Coat Closet: No Coat Closet Steelcase Tag For HDC/48/RH-V	1T	1,357.54	1,357.54
45	 HDSTGV - High density; Cabinet-Value package Width: 15.00000 Depth: 30.00000 Case Height: 48.00000 Front Color Scheme: Non Contrasting Front Case Finish: Woodgrain HPL 2HWE - NATURAL RECON (HPL) Grain Direction: Vertical Inner Finish: Textured Paint 7360 - MERLE Lock Finish: Ember Chrome 9250 - EMBER CHROME Keys: Key Random Pull: Nile Pull Pull Finish: Smooth Paint PG2 0835 - BLACK Handedness: Right Hand Interior Configuration: Shelf Coat Closet: No Coat Closet Steelcase	1T	1,357.54	1,357.54



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Description		Quantity	Unit Price	Extended Price
45	Tag For HDC/48/RH-V			
46	 TS4TBASE285 - Base, 28 dia base x 5 dia col BASE: 7360 MERLE Steelcase Tag For TB	3T	464.83	1,394.49
47	 466450MTS - Reply; Chair, Mesh, Leg base, No arms, Sewn BACK: AR02 BLACK FRAME: 7207 BLACK UPHLSTRY: BR01 BLACK ONYX CASTERS: *OPT:CASTERS OPTION DLWRCCST: DUAL WHEEL ROLL CONTROL CASTER Steelcase Tag For REPLY	14T	425.20	5,952.80
48	 TS4THDR42 - Top-Table, Round, 42 dia, 1 1/8 thick, High pressure laminate EDGE: 66WE NATURAL RECON TOP-SURF: 2HWE NATURAL RECON (HPL) Steelcase Tag For 42	3T	255.42	766.26
49	VLYRECML - Verlay; Table-Rectangle, Seated height, Metal legs Size Option: Modular Shape Type: Straight Depth: 42.00000 Width: 72.00000 Worksurface Corner Shape: Square Corner Top Surface Finish: Woodgrain HPL 2HWE - NATURAL RECON (HPL) Grain Direction: Long Grain Edge Profile: 3MM Plastic Edge Edge Finish: Plastic - PG1 66WE - NATURAL RECON Leg Type: U-Leg Leg Finish: Textured Paint 7360 - MERLE Leg Insert Finish: Furniture Linoleum C005 - IRON Grommet: No Grommet Steelcase Tag For 42/72	1T	3,140.58	3,140.58



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Description		Quantity	Unit Price	Extended Price
50	LOCK9201FR - Lock Cylinder-FR Series, Polished Chrome * LOCK: 9201 POLISHED CHROME KEYS: SK RAND Steelcase	21T	N/C	N/C
51	CONTINGENCY - Contingency for changes to product or specifications WorkspaceD	1T	10,770.75	10,770.75
52	ESTIMATED SERVICES - Estimated Services for the project. WorkspaceD	1T	20,643.93	20,643.93
Quotation Totals				
Sub Total				121,170.89
Washington Maximum Rate - 10.6%				12,844.11
Grand Total				134,015.00

*Select Images are provided as a preliminary color and type representation and should not be used for final color and product selection.
Due to individual computer/monitor/printer settings: color, texture, pattern, size and feature rendering may vary from the actual sample.
For accuracy, order and view an actual sample.*

End of Quotation

Budgetary Pricing

Pricing provided is intended for budgetary purposes only. Freight, electrical, and sales tax are not included; discounts are estimated. Pricing will change based on final layout, finishes, installation cost, and design time. A formal quote is required prior to order.

Accepted by _____ Title _____ Date _____



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1. QUOTATIONS AND ORDERS

TERM: All prices are guaranteed for 30 days from date of quotation.

- a. **PAYMENT TERMS:** Balance is due in full net thirty (30) days from date of invoice. For open punch list items, an amount commensurate to items in question and no greater than 10% may be withheld until completion as per standard industry practice.
- b. **DELAYS:** If, for any reason, Buyer is unable to receive product at the job site on the mutually agreed upon delivery date, product will be deemed delivered and will be invoiced as if delivered
- c. **CANCELLATIONS:**
All product is manufactured to customer specifications and, therefore, cannot be canceled once produced or in production, or returned. Restocking programs are not available.
- d. **EXTRA HANDLING DUE TO SITE CONDITIONS:** Charges will be assessed to the Buyer for excessive handling, storage and transportation incurred because of site conditions, activity of other trades, or other reasons beyond Seller's control not specifically identified in the price quotation at a standard hourly rate or actual charges if performed by a third party.

2. DELIVERY AND INSTALLATION

- a. **SELLER'S RESPONSIBILITIES:** Seller assumes responsibility to receive, inspect, stage, deliver and install Buyer's goods. All furnishings will be clean and put into good working order. Cartoning and packing materials will be removed and premises left in good order. When applicable, Seller may direct shipments directly to the job site.
- b. **FREIGHT CLAIMS:** Claims for product damaged in transit, other than drop shipments, will be processed by Seller and damaged product will be repaired or replaced to the reasonable satisfaction of Buyer.
- c. **WARRANTIES:**
SELLER MAKES NO WARRANTIES OF PRODUCT SOLD HEREUNDER WHATSOEVER, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY THAT THE FURNITURE IS FIT FOR ANY PARTICULAR PURPOSE.

FORCE MAJEURE

Neither Party will be liable for a delay in performing its obligations under this Agreement or any Order to the extent that delay is caused by insurrection, war, terrorism, riot, explosion, nuclear incident, fire, flood, earthquake, or other catastrophic event or Act of God beyond the reasonable control of the affected Party.

These terms apply unless an alternative MSA has been agreed upon.

To view our full Terms and Conditions, visit www.oneworkplace.com/wa_tc

CITY OF PORT ORCHARD
PURCHASES THROUGH INTERLOCAL AGREEMENTS

City Contract No.: 075-14

Interlocal Agreement with the Host Agency (government agency or Purchasing Co-Op name): Sourcewell

Item Description: Office Furniture

Do you have an Interlocal agreement signed with the Contract (host) Agency?

- ☒ If yes, where is it filed: City Clerk
- ☐ If no, get a mutually signed Agreement in place before you continue.

State OSP Contract No.: Sourcewell #121919-STI

If you have an Office of State Procurement (OSP) contract number you may skip the remainder of this test because the OSP contracts comply with remaining requirements and retain the documentation on hand for SAO to review in the OSP offices.

Is this a technology contract?

- ☐ If yes, do your own rules allow for technology contracts to be negotiated?
- ☐ If your own rules allow for negotiated IT contracts, you can skip this test.

Is this a services contract?

- ☐ If yes, do your own rules allow services to be negotiated?
- ☐ If your own rules allow for negotiated services, you can skip the remainder of the test.

Are you using this as only one of multiple quotes, for a small purchase?

- ☐ If yes, you can skip the remainder of the test. Your purchase will not mandate the sealed bid rules.

Checklist for Required Compliance

Is the Host agency a public agency ¹ ?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If Yes, what state laws apply to Host Agency: Minnesota
Does the host agency have a requirement to run a newspaper ad in their local paper and did they comply	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Federal and State contract rules usually don't require a newspaper ad. For others, attach the ad or place into the file
Did they list on the public agency's website?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If Yes, state when and the address, and proof of date, address shall be attached or placed into the file. If No, you cannot use the bid.
Did the bid & award comply with the Host agency's state procurement laws?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If Yes, obtain documentation to support answer from Host Agency. If No, you cannot use the bid.

¹ RCW 39.34.020 (1), "public agency" means any agency, political subdivision, or unit of local government of this state including, but not limited to, municipal corporations, quasi municipal corporations, special purpose districts, and local service districts; any agency of the state government; any agency of the United States; any Indian tribe recognized as such by the federal government; and any political subdivision of another state



City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366

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Agenda Staff Report

Agenda Item No.:	<u>Business Item 7A</u>	Meeting Date:	<u>January 9, 2024</u>
Subject:	<u>Appointing the Mayor Pro-Tempore</u>	Prepared by:	<u>Brandy Wallace, MMC</u>
	<u>for 2024</u>		<u>City Clerk</u>
	<u></u>	Atty Routing No.:	<u>N/A</u>
	<u></u>	Atty Review Date:	<u>N/A</u>

Summary: At the first meeting of each calendar year, and pursuant to *RCW 35A.12.065*, City Council must appoint a Mayor Pro-Tempore. The Mayor Pro-Tempore is to serve in the absence or temporary disability of the Mayor.

Councilmembers will make nominees for one of their members to serve. Then vote for one member to be appointed. Upon vote, by majority vote, one member will serve as mayor pro tempore for 2024.

Recommendation: Staff recommends a councilmember nominate a fellow councilmember to serve as the Mayor Pro-Tempore for 2024.

Relationship to Comprehensive Plan: None.

Motion for consideration: I move to elect _____ as the Mayor Pro-Tempore for 2024.

Fiscal Impact: N/A

Alternatives: N/A

Attachments: None



City of Port Orchard

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Agenda Staff Report

Agenda Item No.:	<u>Business Item 7B</u>	Meeting Date:	<u>January 9, 2024</u>
Subject:	<u>Adoption of a Resolution Approving a</u>	Prepared by:	<u>Brandy Wallace, MMC</u>
	<u>Contract with Excel Business Systems, Inc.</u>		<u>City Clerk</u>
	<u>for Admin/Finance, Court, Police, and</u>	Atty Routing No:	<u>N/A</u>
	<u>DCD for Copy Machine Maintenance</u>	Atty Review Date:	<u>N/A</u>

Summary: Late December of 2023, the City purchased four copiers that were being leased. The lease was set to expire at the end of that year. Rather than renew the lease, the City prefers to own the machines. The copiers belong to the Admin/Finance, Court, Police and DCD. Upon the purchase of the machines, the maintenance agreement expired. The City is looking to enter into a new maintenance agreement with the business that maintains the other City copiers. The new maintenance contract is with Excel Business Systems, inc. and will be for two years.

The purchase of the copiers and the new maintenance agreements follow the City's procurement policies.

However, pursuant to RCW 42.23.030 (6)(a) limits the amount a municipal officer can benefit from a contract in which the total amount received under the contract or contracts to \$1,500 in any calendar month. Currently the monthly total is approximately \$350. With the four new copiers the new monthly total is approximately \$750. Because a councilmember does not meet the limited threshold, the City is interested in continuing to do business with Excel Business Systems, Inc. for copier maintenance.

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends adopting a resolution and authorizing the Mayor to execute a maintenance agreement with Excel Business Systems, Inc. for the four copiers.

Motion for consideration: I move to adopt a resolution and authorize the Mayor to execute a maintenance agreement with the Excel Business Systems, Inc. for the four copiers, as presented.

Fiscal Impact: Funds have been designated as part of the 2023/2024 Biennial Budget.

Alternatives: Do not approve and provide direction to staff.

Attachments: Resolution and maintenance agreements.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING A CONTRACT WITH EXCEL BUSINESS SYSTEMS INC FOR FOUR COPIER MAINTENANCE AGREEMENTS.

WHEREAS, the City purchased four copiers, located in the Admin/Finance, Court, Police and DCD departments, in December 2023; and

WHEREAS, the copiers maintenance agreements expired on 12/31/2023 when the machines were purchased, and staff wishes to enter into a new agreement for a 2-year maintenance agreement; and

WHEREAS, pursuant to RCW 42.23.030 (6)(a) limits the amount a municipal officer can benefit from a contract in which the total amount received under the contract or contracts to \$1,500 in any calendar month. Because the councilmember does not meet that threshold, the City is interested in continuing the maintenance agreement with the current vendor, Excel Business Systems, Inc.; and

WHEREAS, city council authorizes the mayor to execute an agreement with Excel Business Systems, Inc. for four copier maintenance agreements; now, therefore,

THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

THAT: Authorize the Mayor to execute the 2-year copier maintenance agreement for the Admin/Finance, Court, Police and DCD departments.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage this 9th day of January 2024.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk



BUSINESS SYSTEMS, INC.

360.443.2220 ■ 253.473.9663 ■ 800.922.9449
www.excelbusinesssystems.net

Service Contract

Client: CITY OF PORT ORCHARD Address: 216 PROSPECT STREET PORT ORCHARD, WA 98366	CUSTOMER #: P1008 Contact: BRANDY WALLACE Phone: 360-876-7030 Email: bwallace@portorchardwa.gov
--	--

Equipment: CANON IR ADV C5535 Condition: OWNED	Serial Number: XLN05787 (Courts) Surge Protector: YES
---	--

Contract: **imageCARE Gold Plus**

Please see imageCARE Programs for complete details.

Billing Cycle: MONTHLY

START: JANUARY 01, 2024 END: DECEMBER 31, 2026

	Black	Color	Scan
Start Meter	**	**	N/A
Covered	0	0	N/A
Additional images	.0078	.0667	N/A

**BEGINNING METERS TO BE TAKEN ON 12/29/2023

RATE PER BILLING CYCLE: AS USED

**Does not include tax, overages and/or billing fees if applicable*

Client Acceptance

Date: December 22, 2023
Sales Rep: Mark Trenary

Signature: _____

Print Name: _____

Your Locally Owned Imaging Partner

Excel Business Systems, Inc.

imageCARE Service Contract

General Terms and Conditions

PURPOSE: This contract covers the cost for adjustments, repairs, and replacements of parts and supplies items, excluding staples and paper, necessitated by normal use of the equipment. All damages or losses resulting from accident, misuse, or other events such as fire, theft, water damage or ANY OTHER CAUSE EXTERNAL to the machine are not covered. The use of unauthorized parts, components, modifications, or personnel to effect repairs or changes will be considered misuse and repairs will be billed at the current billable rate. This contract does not cover loss of use or production. Services under this contract do not assure uninterrupted operation of the machine. Excel is not responsible for failure to render services due to causes beyond our control.

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BUSINESS SYSTEMS, INC.

360.443.2220 ■ 253.473.9663 ■ 800.922.9449
www.excelbusinesssystems.net

Service Contract

Client: CITY OF PORT ORCHARD Address: 216 PROSPECT STREET PORT ORCHARD, WA 98366	CUSTOMER #: P1008 Contact: BRANDY WALLACE Phone: 360-876-7030 Email: bwallace@portorchardwa.gov
--	--

Equipment: CANON IR ADV C5540 Condition: OWNED	Serial Number: XUP04285 (Police) Surge Protector: YES
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Contract: **imageCARE Gold Plus**

Please see imageCARE Programs for complete details.

Billing Cycle: MONTHLY

START: JANUARY 01, 2024 END: DECEMBER 31, 2026

	Black	Color	Scan
Start Meter	**	**	N/A
Covered	0	0	N/A
Additional images	.0078	.0667	N/A

**BEGINNING METERS TO BE TAKEN ON 12/29/2023

RATE PER BILLING CYCLE: AS USED

**Does not include tax, overages and/or billing fees if applicable*

Client Acceptance

Date: December 22, 2023
Sales Rep: Mark Trenary

Signature: _____

Print Name: _____

Your Locally Owned Imaging Partner

Excel Business Systems, Inc.

imageCARE Service Contract

General Terms and Conditions

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www.excelbusinesssystems.net

Service Contract

Client: CITY OF PORT ORCHARD
Address: 216 PROSPECT STREET
PORT ORCHARD, WA 98366

CUSTOMER #: P1008
Contact: BRANDY WALLACE
Phone: 360-876-7030
Email: bwallace@portorchardwa.gov

Equipment: CANON IR ADV C5550
Condition: OWNED

Serial Number: XUG03615 (DCD)
Surge Protector: YES

Contract: **imageCARE Gold Plus**

Please see imageCARE Programs for complete details.

Billing Cycle: MONTHLY

START: JANUARY 01, 2024 END: DECEMBER 31, 2026

	Black	Color	Scan
Start Meter	**	**	N/A
Covered	0	0	N/A
Additional images	.0078	.053	N/A

**BEGINNING METERS TO BE TAKEN ON 12/29/2023

RATE PER BILLING CYCLE: AS USED

**Does not include tax, overages and/or billing fees if applicable*

Client Acceptance

Date: December 22, 2023
Sales Rep: Mark Trenary

Signature: _____

Print Name: _____

Excel Business Systems, Inc.

imageCARE Service Contract

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www.excelbusinesssystems.net

Service Contract

Client: CITY OF PORT ORCHARD Address: 216 PROSPECT STREET PORT ORCHARD, WA 98366	CUSTOMER #: P1008 Contact: BRANDY WALLACE Phone: 360-876-7030 Email: bwallace@portorchardwa.gov
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Equipment: CANON IR ADV C5560 Condition: OWNED	Serial Number: XTZ03011 (Finance/Admin) Surge Protector: YES
---	---

Contract: **imageCARE Gold Plus**

Please see imageCARE Programs for complete details.

Billing Cycle: MONTHLY

START: JANUARY 01, 2024 END: DECEMBER 31, 2026

	Black	Color	Scan
Start Meter	**	**	N/A
Covered	0	0	N/A
Additional images	.0078	.053	N/A

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City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Agenda Item No.: Business Item 7C
Subject: Approval of a Cybersecurity Grant Contract
with the State of Washington - Emergency
Management Division - Preparedness
Grants Section

Meeting Date: January 9, 2024
Prepared by: Noah Crocker
Finance Director
Atty Routing No.: 366922-0007 – Finance
Atty Review Date: 01/05/2024

Summary: The goal of the Federal Fiscal Year (FFY) 2022 State and Local Cybersecurity Grant Program (22SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Strengthening cybersecurity practices and resilience of SLT governments is an important homeland security mission and the primary focus of the SLCGP. Through funding from the Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL), the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services. The Department is the Recipient and Pass-through Entity of the 22SLCGP DHS Award and has made a subaward of funds to the Subrecipient (City of Port Orchard) pursuant to this Agreement. The Subrecipient (City of Port Orchard) is accountable to the Department for use of Federal award funds provided under this Agreement.

Recommendation: Staff recommends consent to approve the execution of a cybersecurity grant contract with the State of Washington Emergency Management Division - Preparedness Grants Section, in the amount of \$36,450 for the project titled "Cybersecurity: A City's Shared Responsibility".

Relationship to Comprehensive Plan: N/A

Motion for consideration: "I move to authorize the mayor to enter into an agreement with the State of Washington Emergency Management Division - Preparedness Grants Section, for a grant in the amount of \$36,450".

Fiscal Impact: \$36,450

Alternatives: Do not approve and provide alternative guidance.

Attachment: Agreement Sheet and Proposal

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

1. Subrecipient Name and Address: City of Port Orchard 216 Prospect Street Port Orchard, WA 98366		2. Grant Agreement Amount: \$36,450		3. Grant Agreement Number: E24-198	
4. Subrecipient Contact, phone/email: Sean Dunham, 360-252-9029 sdunham@portorchardwa.gov		5. Grant Agreement Start Date: December 1, 2022		6. Grant Agreement End Date: March 31, 2024	
7. Department Contact, phone/email: Courtney Bemus, 253-512-7141 courtney.bemus@mil.wa.gov		8. Unique Entity Identifier (UEI): C12QPGL3JE64		9. UBI # (state revenue): 182-000-005	
10. Funding Authority: Washington Military Department (the Department) and the U.S. Department of Homeland Security (DHS)					
11. Federal Funding Identification #: EMW-2022-CY-00017		12. Federal Award Date: 12/21/2022		13. Assistance Listings # & Title: 97.137 – 22SLCGP	
14. Total Federal Award Amount: \$3,666,530		15. Program Index # & OBJ/SUB-OBJ: 725C3 (State), 725C4 (Local-Rural), 725C5 (Local-Not Rural) / NZ			16. EIN 91-6001487
17. Service Districts: BY LEGISLATIVE DISTRICTS: 26 BY CONGRESSIONAL DISTRICTS: 6		18. Service Area by County(ies): Kitsap		19. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
20. Agreement Classification <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
22. Subrecipient Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO			23. Subrecipient Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER		
24. PURPOSE & DESCRIPTION: The goal of the Federal Fiscal Year (FFY) 2022 State and Local Cybersecurity Grant Program (22SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Strengthening cybersecurity practices and resilience of SLT governments is an important homeland security mission and the primary focus of the SLCGP. Through funding from the Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL), the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services. The Department is the Recipient and Pass-through Entity of the 22SLCGP DHS Award Letter for Grant No. EMW-2022-CY-00017 ("Grant"), which is incorporated in and attached hereto as Attachment C and has made a subaward of funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement.					
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced attachments which are hereby incorporated, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); DHS Award Letter (Attachment C); Work Plan (Attachments D); Budget (Attachment E); Timeline (Attachment F); and all other documents and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> 1. Applicable federal and state statutes and regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget </div> <div style="width: 45%;"> 4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference. </div> </div>					
WHEREAS, the parties have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT: _____ Signature Date Regan Anne Hesse, Chief Financial Officer Washington Military Department BOILERPLATE APPROVED TO FORM: Alex Staub 10/25/2023 Assistant Attorney General			FOR THE SUBRECIPIENT: _____ Signature Date Rob Putaansuu, Mayor City of Port Orchard 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	Sean Dunham	Name	Courtney Bemus
Title	I.T. Manager	Title	Program Coordinator
Email	sdunham@portorchardwa.gov	Email	courtney.bemus@mil.wa.gov
Phone	360-252-9029	Phone	253-512-7141
Name	Matt Bryndza	Name	Sierra Wardell
Title	I.T. Specialist	Title	Financial Operations Section Manager
Email	mbryndza@portorchardwa.gov	Email	sierra.wardell@mil.wa.gov
Phone	360-876-7040	Phone	253-512-7121
Name	Noah Crocker	Name	Grant Miller
Title	Finance Director	Title	Program Assistant
Email	ncrocker@portorchardwa.gov	Email	grant.miller@mil.wa.gov
Phone	360-876-7023	Phone	253-512-7145

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

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

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

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

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

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

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

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

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

2. BUDGET, REIMBURSEMENT, AND TIMELINE

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

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

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

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

3. REPORTING

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

4. EQUIPMENT AND SUPPLY MANAGEMENT

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

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

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

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

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

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

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

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

6. PROCUREMENT

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

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

7. SUBRECIPIENT MONITORING

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

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

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

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

B. SLCGP SPECIFIC REQUIREMENTS

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

C. DHS TERMS AND CONDITIONS

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

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

A.1 DEFINITIONS

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

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

A.2 ADVANCE PAYMENTS PROHIBITED

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

A.3 AMENDMENTS AND MODIFICATIONS

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

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

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

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

A.5 ASSURANCES

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

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

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

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

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

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

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

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

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

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

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

A.9 CONFLICT OF INTEREST

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

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

A.10 CONTRACTING & PROCUREMENT

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

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

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

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

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

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

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

A.11 DISCLOSURE

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

A.12 DISPUTES

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

A.13 LEGAL RELATIONS

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

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

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

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

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

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

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

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

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

A.15 LOSS OR REDUCTION OF FUNDING

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

A.16 NONASSIGNABILITY

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

A.17 NONDISCRIMINATION

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

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

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

A.18 NOTICES

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

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

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

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

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

A.21 POLITICAL ACTIVITY

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

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

A.23 PUBLICITY

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

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

A.24 RECAPTURE PROVISION

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

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

A.25 RECORDS

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

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

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

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

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

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

A.27 SEVERABILITY

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

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

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

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

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

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

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

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

OR

Contracts.Office@mil.wa.gov

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

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

A.29 SUBRECIPIENT NOT EMPLOYEE

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

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

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

A.30 TAXES, FEES AND LICENSES

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

A.31 TERMINATION FOR CONVENIENCE

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

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

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

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

A.33 TERMINATION OR SUSPENSION FOR CAUSE

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

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

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

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

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

A.34 TERMINATION PROCEDURES

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

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

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

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

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

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

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

A.35 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

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

A.36 VENUE

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

A.37 WAIVERS

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

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

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

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

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

Dear Bret Daugherty:

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

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

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

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

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

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

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

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

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

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

PAMELA SUSAN WILLIAMS

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

AGREEMENT ARTICLES
State and Local Cybersecurity Grant Program

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

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Article I - Summary Description of Award

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

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

Article II - SLCGP Performance Goal

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

Article III - Cybersecurity Plan Pending Submission and Approval

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

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

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

Article IV - Committee Membership List Pending Submission or Approval

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

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

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

Article V - DHS Standard Terms and Conditions Generally

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

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

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

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

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

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

Article VII - General Acknowledgements and Assurances

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

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

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

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

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

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

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

Article VIII - Acknowledgement of Federal Funding from DHS

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

Article IX - Activities Conducted Abroad

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

Article X - Age Discrimination Act of 1975

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

Article XI - Americans with Disabilities Act of 1990

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

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

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

Article XIII - Civil Rights Act of 1964 - Title VI

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

Article XIV - Civil Rights Act of 1968

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

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

Article XV - Copyright

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

Article XVI - Debarment and Suspension

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

Article XVII - Drug-Free Workplace Regulations

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

Article XVIII - Duplication of Benefits

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

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

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

Article XX - Energy Policy and Conservation Act

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

Article XXI - False Claims Act and Program Fraud Civil Remedies

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

Article XXII - Federal Debt Status

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

Article XXIII - Federal Leadership on Reducing Text Messaging while Driving

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

Article XXIV - Fly America Act of 1974

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

Article XXV - Hotel and Motel Fire Safety Act of 1990

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

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

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

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

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

Article XXVIII - Lobbying Prohibitions

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

Article XXIX - National Environmental Policy Act

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

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

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

Article XXXI - Non-Supplanting Requirement

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

Article XXXII - Notice of Funding Opportunity Requirements

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

Article XXXIII - Patents and Intellectual Property Rights

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

Article XXXIV - Procurement of Recovered Materials

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

Article XXXV - Rehabilitation Act of 1973

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

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

General Reporting Requirements:

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

Article XXXVII - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

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

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

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

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

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

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

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

Waivers

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

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

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

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

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

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

Article XXXIX - SAFECOM

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

Article XL - Terrorist Financing

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

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

Trafficking in Persons:

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

Article XLII - Universal Identifier and System of Award Management

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

Article XLIII - USA PATRIOT Act of 2001

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

Article XLIV - Use of DHS Seal, Logo and Flags

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

Article XLV - Whistleblower Protection Act

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

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

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

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

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

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

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

Article XLVIII - Acceptance of Post Award Changes

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

Article XLIX - Disposition of Equipment Acquired Under the Federal Award

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

Article L - Prior Approval for Modification of Approved Budget

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

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

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

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

Article LI - Indirect Cost Rate

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

BUDGET COST CATEGORIES

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

Obligating Document for Award/Amendment

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

WORK PLAN

FY 2022 State and Local Cybersecurity Grant Program

PROJECT #1 TITLE *Cybersecurity: A Shared Responsibility***PROJECT DESCRIPTION**

Implementation of a Managed Solution for Intrusion Detection/Prevention and Data Protection - The project goal is to provide a managed intrusion detection/prevention and response (MDR) solution for the City of Port Orchard. This service would help provide our City the benefits of increased cybersecurity without the need for additional staff. Currently, the IT department staff consists of only two FT employees. If funded, this project will include:

- 1) Conducting a security risk assessment to identify the threats that our City is most likely to face.
- 2) Selecting an MDR vendor and solution that meets the needs of the City and its citizens.
- 3) Implement a 24x7 Managed Detection and Response service, so limited staff and hours do not inhibit full monitoring and prevention of data loss or compromise.
- 4) Development of updated Cybersecurity programs and Strategic plans.
- 5) Development of Incident Response and Risk Management plans.
- 6) Implementation of more secure controls such as MFA, increased endpoint security, and intrusion detection/prevention.
- 7) Increase regulatory compliances through policy creation and reviews.
- 8) Review Incident preparedness, to include tabletop exercises, and plan development.
- 9) Professional training for IT staff and awareness programs for City employees.

GAP BEING ADDRESSED

The gap that the project addresses is the lack of a comprehensive cybersecurity program. Our capability assessment identified a number of gaps in our current cybersecurity posture, including:

- Lack of risk assessment and management: We do not have a formal risk assessment process in place, and we do not have a clear understanding of the risks to our information assets.
- Lack of incident response capabilities: We have a limited plan for responding to security incidents, and we do not have the resources or expertise to effectively respond to a major incident.
- Lack of compliance with regulations: We are not fully compliant with relevant regulations, such as the NIST Cybersecurity Framework.

The project activities will address these gaps by:

- Developing a risk assessment process: We will develop a formal risk assessment process that will identify and prioritize the risks to our information assets.
- Developing an incident response plan: We will develop a plan for responding to security incidents that will include procedures for identifying, containing, and recovering from incidents.
- Bringing our organization into compliance with regulations: We will work to bring our organization into compliance with relevant regulations.

In addition to these specific activities, the project will also include a number of other activities to improve our cybersecurity posture, such as:

- Improving security awareness training: We will improve security awareness training for all end users to continue to help them understand the importance of cybersecurity and how to protect themselves from cyberattacks.
- Deploying security tools: We will deploy security tools to help us detect and prevent cyberattacks.
- Monitoring our network and systems: We will monitor our network and systems for signs of unauthorized activity.

We believe that by implementing the project's recommendations, we will be able to significantly improve our cybersecurity posture and reduce our risk of being targeted by cyberattacks.

IMPACT

The impact of the cybersecurity project will be significant. The project's recommendations will help to improve the City of Port Orchard's cybersecurity posture and reduce the risk of being targeted by cyberattacks. This will have a number of benefits, including:

- **Reduced risk of data breaches:** The project's recommendations will help to protect the City of Port Orchard's data from unauthorized access, modification, or destruction. This will reduce the risk of data breaches, which can have a devastating impact on local government municipalities.
- **Improved incident response capabilities:** The project's recommendations will help to improve the City's incident response capabilities. This will mean that we will be better able to respond to cyberattacks and minimize the damage caused.
- **Increased compliance with regulations:** The project's recommendations will help the City of Port Orchard to comply with relevant regulations. This will also help to protect us from fines and other penalties.
- **Improved resident confidence:** The project's recommendations will help to improve customer confidence in the City, that their data is being protected and that the City is taking cybersecurity seriously.

The proposed project will continue to add value and improvement in the future by:

- **Regularly reviewing and updating the project's recommendations:** The project's recommendations will be regularly reviewed and updated to ensure that they remain effective in the face of changing threats.
- **Investing in new technologies:** The City will invest in new technologies to help to improve its cybersecurity posture. This will include technologies such as artificial intelligence (AI) and machine learning (ML).
- **Continued training employees on cybersecurity:** The City will continue to train its employees on cybersecurity. This will help to ensure that employees are aware of the latest threats and how to protect themselves and the City from cyberattacks.

Port Orchard plans to continue the work in this proposal by:

- **Establishing a cybersecurity committee:** We would establish a cybersecurity steering committee to oversee the implementation of the project's recommendations.
- **Continuing a cybersecurity awareness program:** The City will create a cybersecurity awareness program to educate employees.
- **Implementing a continuous monitoring program:** The City of Port Orchard will implement a continuous monitoring program to detect and respond to cyberattacks.

The City will need ongoing funding support after the grant funding is applied to:

- **Maintain the cybersecurity program:** Port Orchard will need to maintain the cybersecurity program by regularly reviewing and updating the project's recommendations, investing in new technologies, and training employees on cybersecurity.
- **Respond to new threats:** The City will need to respond to new threats by updating the project's recommendations and investing in new technologies.
- **Stay ahead of the curve:** The City will need to stay ahead of the curve by investing in new technologies and continuously training employees on emerging cyber threats.

OUTCOME

The outcome when the project is complete will be a significant improvement in the City of Port Orchard's cybersecurity posture. This will be achieved through a number of measures, including:

- **Risk assessment and management:** A comprehensive understanding of the risks to our information assets and appropriate security controls to mitigate those risks.
- **Incident response:** A well-defined incident response plan with the resources and expertise to effectively respond to cyberattacks.
- **Compliance:** Compliance with relevant regulations, such as the GDPR, NIST Cybersecurity Framework, CIS Controls, and CISA.
- **Awareness and training:** Employees will be aware of the latest cybersecurity threats and will be trained on how to protect themselves and the City from cyberattacks.

- Monitoring: City systems and data will be monitored for signs of unauthorized activity.
- Vulnerability management: Vulnerabilities in the City's systems and data will be identified and remediated.
- Change management: Changes to systems and data will be made in a secure manner.
- Business continuity: The City will have a plan in place to ensure that it can continue to operate in the event of a cyberattack.
- Testing and evaluation: The established cybersecurity program will be regularly tested and evaluated to ensure that it is effective.
- Communication and outreach: The City will communicate its cybersecurity program to employees and community.
- Risk management framework: A risk management framework in place to help it to identify and mitigate risks.
- Continuous improvement: Continuously improve its cybersecurity program.

The specific impact(s) to stakeholders will benefit from the project in a number of ways, including:

- Increased confidence in the City's ability to protect its information assets: Citizens will be more confident in the organization's ability to protect its information assets from unauthorized access, modification, or destruction.
- Reduced risk of financial losses: The City and constituents will be less likely to suffer financial losses as a result of cyberattacks.
- Improved customer satisfaction: Citizens will be more satisfied with the organization's services if they know that their data is being protected.

The reduction in cybersecurity risk will be quantified by the number of risks that have been identified and mitigated. The increases in resilience through strengthened cybersecurity practices will be quantified by the number of security controls that have been implemented. Incremental performance metrics will be used to track the progress of the project and to measure the effectiveness of the cybersecurity program.

Overall, the outcome of the project will be a significant improvement in the organization's cybersecurity posture. This will benefit the City, its businesses, and its citizens.

BUDGET**FY 2022 State and Local Cybersecurity Grant Program***City of Port Orchard***AGREEMENT AMOUNT \$36,450**

PROJECT #1		SOLUTION AREA						
		PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	M&A	TOTAL
	Salaries & Benefits	\$0	\$0		\$0	\$0	\$0	\$0
	Supplies	\$0	\$0		\$0	\$0	\$0	\$0
	Travel/Per Diem	\$0	\$0		\$0	\$0	\$0	\$0
	Contractor/Consultant	\$8,100	\$9,000		\$0	\$9,000	\$0	\$26,100
	Passthrough	\$0	\$0	\$0	\$0	\$0		\$0
	Other	\$0	\$2,250	\$0	\$0	\$3,600	\$0	\$5,850
	Equipment			\$4,500				\$4,500
	SUBTOTAL	\$8,100	\$11,250	\$4,500	\$0	\$12,600	\$0	\$36,450
Indirect							\$0	
	TOTAL	\$8,100	\$0	\$4,500	\$0	\$12,600	\$0	\$36,450

TIMELINE

FY 2022 State and Local Cybersecurity Grant Program

<i>DATE</i>	<i>TASK</i>
December 1, 2022	Grant Agreement start date
NLT December 1, 2023	Complete NCSR
January 5, 2024	Submit Progress Report <i>* time period 12/1/2022 - 12/31/2023</i>
March 31, 2024	Grant Agreement end date
May 15, 2024	Submit Final Reimbursement Request and Closeout Report

<i>October 1st annually</i>	Nationwide Cybersecurity Review (NCSR) opens for input https://www.cisecurity.org/ms-isac/services/ncsr
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**City of Port Orchard
Council Meeting Minutes
Regular Meeting of December 12, 2023**

1. CALL TO ORDER AND ROLL CALL

Mayor Pro-Tem Trenary called the meeting to order at 6:30 p.m.

Roll call was taken by the Deputy City Clerk as follows:

Mayor Pro-Tem Trenary	Present
Councilmember Chang	Present
Councilmember Clauson	Present
Councilmember Cucciardi	Absent
Councilmember Diener	Present
Councilmember Lucarelli	Present
Councilmember Rosapepe	Present
Mayor Putaansuu	Absent

Staff present: Public Works Director Ryan, Finance Director Crocker, Community Development Director Bond, HR Manager Lund, HR Specialist Spalding, and Deputy City Clerk Floyd.

Staff present via Zoom: City Attorney Archer

The meeting streamed live on YouTube.

A. PLEDGE OF ALLEGIANCE (Time Stamp 00:42)

Mayor Pro-Tem Trenary led the audience and Council in the Pledge of Allegiance.

2. APPROVAL OF AGENDA (Time Stamp: 00:01:03)

MOTION: By Councilmember Rosapepe, seconded by Councilmember Diener, to excuse Councilmember Cucciardi for business reasons from tonight's meeting.

The motion carried.

MOTION: By Councilmember Clauson, seconded by Councilmember Lucarelli, to approve the agenda as modified.

The motion carried.

3. CITIZENS COMMENTS (Time Stamp 02:30)

There were no citizen comments.

4. CONSENT AGENDA (Time Stamp: 03:23)

- A. Approval of Voucher Nos. 86957 through 86997 and 87005 through 87046 including bank drafts in the amount of \$675,720.20 and EFT's in the amount of \$1,189,663.63 totaling \$1,865,383.83.
- B. Approval of Payroll Check Nos. 86998 through 87004 including bank drafts and EFT's in the amount of \$ 258,998.99 and Direct Deposits in the amount of \$247,585.04 totaling \$506,584.03.
- C. Approval of Amendment No. 3 to Contract No. 046-20 with Summit Law Group for Services Related to Labor Negotiations and Relations
- D. Approval of Amendment No. 1 to Contract No. 052-20 with the Sound Benefit Administration for COBRA Administration Services
- E. Approval of Amendment No. 6 to Contract No. 002-18, with Kitsap County for Incarceration of City Prisoners
- F. Adoption of a Resolution Establishing Fee Schedules for Community Development and Public Works **(Resolution No. 116-23)**
- G. Adoption of a Resolution Adopting the 2024 City Council Meeting Schedule **(Resolution No. 117-23)**
- H. Approval of Amendment No. 2 to Contract No. 057-22 with SAFEBuilt Consultants for Building/Fire Code Plan Review and Building Code Inspection Services
- I. Adoption of a Resolution Approving Amendment No. 2 to Contract No. 094-20 with Grette Associates for Third-Party Critical Areas Review **(Resolution No. 118-23)**
- J. Adoption of a Resolution Approving an Interlocal Agreement with the WA State Department of Commerce for a Middle Housing Grant **(Resolution No. 119-23 and Contract No. 101-23)**
- K. Approval of the November 14, 2023, City Council Meeting Minutes
- L. **NEW:** Excusal of Councilmember Cucciardi for Business Reasons

MOTION: By Councilmember Diener, seconded by Councilmember Rosapepe, to approve the Consent Agenda as amended.

The motion moved.

5. PRESENTATION

There were no presentations.

6. PUBLIC HEARING

- A. **Proposed Amendment to POMC Chapter 13.06 to Update Rates for the Stormwater Utility and Establish Capital Facility Charges and Connection/Inspection Fees for Storm Drainage (Time Stamp 03:58)**

Mayor Pro-Tem Trenary opened the public hearing, and there being no testimony, closed the public hearing at 6:37p.m.

B. Ordinance Amending POMC 20.132.270-Temporary Signs (Time Stamp 07:27)

Mayor Pro-Tem Trenary opened the public hearing, and there being no testimony, closed the public hearing at 6:41 p.m.

7. BUSINESS ITEMS

A. Adoption of an Ordinance Amending POMC 20.132 Temporary Signs (Time Stamp 10:31)

MOTION: By Councilmember Diener, seconded by Councilmember Clauson, to adopt an ordinance amending Port Orchard Municipal Code 20.132.270 as presented.

The motion carried.

(Ordinance No. 037-23)

B. Adoption of an Ordinance Amending POMC Chapter 13.06 to Update Rates for the Stormwater Utility and Establish Capital Facility Charges and Connection/Inspection Fees for Storm Drainage (Time Stamp 15:27)

MOTION: By Councilmember Lucarelli, seconded by Councilmember Diener, to adopt an ordinance relating to the storm drainage rates and capital facility charges (CFC); amending Port Orchard Municipal Code (POMC) Section 13.06.100 to update storm drainage rates through 2028; adding new Sections 13.06.150 and 13.06.160 to the POMC to adopt a storm drainage capital facility charges and inspection fees; providing for severability and corrections; and establishing an effective date.

The motion carried.

(Ordinance No. 038-23)

C. First Reading of an Ordinance Approving a Franchise Agreement with the City of Bremerton (Time Stamp 18:57)

Community Development Director Bond said in 2009, the City annexed an area of west Port Orchard that included the McCormick Woods subdivisions. Within this area north of Old Clifton Road, these subdivisions are served by the City of Bremerton water utilities. After annexation, a franchise agreement was not pursued with the City of Bremerton. With a lot of growth and change, it became apparent that a franchise agreement is needed.

Staff from the City of Port Orchard and City of Bremerton have negotiated a franchise agreement that outlines the terms of Bremerton's use of Port Orchard's right of way. State law requires a franchise agreement needs to be approved by ordinance and requires two readings. This is the first reading.

D. Approval of Amendment No. 2 to Contract No. 048-23 with Lincoln with Construction, Inc. for the City Hall Renovations Project (Time Stamp 20:49)

MOTION: By Councilmember Clauson, seconded by Councilmember Rosapepe, to authorize the Mayor to execute Change Order No. 2 to Contract No. 048-23 with Lincoln Construction, Inc. for the City Hall Renovations Project to add an amount of \$101,188.85 for a new contract total of \$9,163,412.13 (applicable tax included).

The motion carried.

E. Adoption of a Resolution Approving an Interlocal Agreement with Kitsap Transit for the Ruby Creek Lift Station Sewer Project (Time Stamp 24:38)

At 6:55 p.m., Councilmember Clauson recused himself, declaring a conflict of interest as he is an employee of Kitsap Transit.

MOTION: By Councilmember Rosapepe, seconded by Councilmember Lucarelli, to adopt a resolution authorizing the Mayor to execute an Interlocal Agreement with Kitsap Transit for the Ruby Creek Lift Station Sewer Project.

The motion carried.

(Resolution No. 120-23 and Contract No. 102-23)

At 7:01 p.m., Councilmember Clauson returned to the meeting.

8. DISCUSSION ITEMS (No Action to be Taken)

A. Ordinance to Amend the 2023-2024 Biennial Budget Including Exhibit A-Personnel Table (Time Stamp 31:28)

Finance Director Crocker and Community Development Director Bond spoke to the budget amendment which included the Current Expense Fund, Real Estate Excise Tax Fund, Impact Fee, Capital Construction, and Exhibit A-Personnel and Salary Table.

Some of the projects included the City Hall renovations, Community Events Center, and electric charging stations at the PW shop.

A brief discussion was held regarding the salary survey and pay changes.

9. REPORTS OF COUNCIL COMMITTEES (Time Stamp: 47:58)

Councilmember Rosapepe reported on the December 12th Finance Committee meeting.

Councilmember Lucarelli reported she would like to schedule a meeting for the Festival of Chimes and Lights on December 18th.

10. REPORT OF THE MAYOR

There was no report of the Mayor.

11. REPORT OF DEPARTMENT HEADS (Time Stamp 53:01)

Public Works Director Ryan spoke about localized flooding, a landslide that occurred on SR166, first snow of the season, and project updates on the Marina Lift Station and City Hall renovations.

Finance Director Crocker reported on the Marina Pump Station loan extended timeline.

Community Development Director Bond reported about possibly working with the City of Gig Harbor under an interlocal agreement for sharing resources.

HR Manager Lund reported on recruitment activities.

City Attorney Archer gave an update on the Johnson v. Grants Pass case.

12. CITIZEN COMMENTS (Time Stamp 1:01:23)

There were no citizen comments.

13. CITY COUNCIL GOOD OF THE ORDER (Time Stamp: 1:01:49)

Councilmember Lucarelli thanked staff for their hard work on the Festival of Chimes and Lights event.

14. ADJOURNMENT

The meeting adjourned at 7:33 p.m. No other action was taken. Audio/Visual was successful.

Jenine Floyd, CMC, Deputy City Clerk

Mark Trenary, Mayor Pro-Tem



**City of Port Orchard
Council Meeting Minutes
Regular Meeting of December 19, 2023**

1. CALL TO ORDER AND ROLL CALL

Mayor Putaansuu called the meeting to order at 6:30 p.m.

Roll call was taken by the City Clerk as follows:

Mayor Pro-Tem Trenary	Present
Councilmember Chang	Present
Councilmember Clauson	Present
Councilmember Cucciardi	Present
Councilmember Diener	Absent
Councilmember Lucarelli	Present
Councilmember Rosapepe	Present
Mayor Putaansuu	Present

Staff present: Public Works Director Ryan, Finance Director Crocker, Community Development Director Bond, HR Manager Lund, Police Chief Brown, City Attorney Archer, City Clerk Wallace, and Deputy City Clerk Floyd.

The meeting streamed live on YouTube.

A. PLEDGE OF ALLEGIANCE (Time Stamp 00:42)

Mayor Putaansuu led the audience and Council in the Pledge of Allegiance.

2. APPROVAL OF AGENDA (Time Stamp: 01:04)

MOTION: By Councilmember Cucciardi, seconded by Councilmember Clauson, to add the excusal of Councilmember Diener for personal reasons to the Consent Agenda; to move Business Items 7C Adoption of an Ordinance Authorizing the Positions of Principal Planner, Human Resources Analyst, GIS/Asset Management Coordinator and Establishing General Duties and Qualifications, 7E Adoption of a Resolution Confirming Mayoral Appointments to Boards, Committees and Commissions Boards, 7F Adoption of a Resolution Authorizing the Purchase of a Portion of Kitsap County Tax Parcel No. 342401-4-027-2008 (Freeman) for the Pottery Sidewalk Extension & Road Project, 7G Adoption of a Resolution Authorizing the Purchase of a Portion of Kitsap County Tax Parcel No. 342401-4-023-2002 (Magneson) for the Pottery Sidewalk Extension & Road Project, 7H Adoption of a Resolution Declaring Intent to be Reimbursed for Capital Expenditures from a Future Borrowing, and 7I Approval of an Amendment No. 3 to Contract No. 048-23 with Lincoln Construction, Inc. for the City Hall Renovations Project to the Consent Agenda; and to move 8A Presentation under Item No. 14.

3. CITIZENS COMMENTS (Time Stamp 03:40)

There were no citizen comments.

4. CONSENT AGENDA (Time Stamp: 04:06)

- A. Approval of Voucher Nos. 87047 through 87064 including bank drafts in the amount of \$163,773.60 and EFT's in the amount of \$710,788.59 totaling \$874,562.19.
- B. Approval of Payroll Check Nos. 0 through 0 including bank drafts and EFT's in the amount of \$0 and Direct Deposits in the amount of \$0 totaling \$0.
- C. Adoption of a Resolution Approving an Agreement with Puget Sound Energy for an Energy Conservation Grant (**Resolution No. 121-23, Contract No. 104-23**)
- D. Approval of Amendment No. 2 to Contract No. 001-15 with Aspect Consulting, LLC for Marina Mart/Vlist Property Environmental Services
- E. Approval of Amendment No. 12 to Contract No. 066-20 with Rice Fergus Miller, Inc. for the Community Events Center Project
- F. Adoption of a Resolution Approving a Contract with OpenSquare for Furniture Installation and Design Services (**Resolution No. 122-23, Contract No. 105-23**)
- G. **NEW:** Excusal of Councilmember Diener for Personal Reasons
- H. **MOVED FROM BUSINESS ITEMS:** Adoption of an Ordinance Authorizing the Positions of Principal Planner, Human Resources Analyst, GIS/Asset Management Coordinator and Establishing General Duties and Qualifications (**Ordinance No. 040-23**)
- I. **MOVED FROM BUSINESS ITEMS:** Adoption of a Resolution Confirming Mayoral Appointments to Boards, Committees and Commissions Boards (**Resolution No. 123-23**)
- J. **MOVED FROM BUSINESS ITEMS:** Adoption of a Resolution Authorizing the Purchase of a Portion of Kitsap County Tax Parcel No. 342401-4-027-2008 (Freeman) for the Pottery Sidewalk Extension & Road Project (**Resolution No. 124-23**)
- K. **MOVED FROM BUSINESS ITEMS:** Adoption of a Resolution Authorizing the Purchase of a Portion of Kitsap County Tax Parcel No. 342401-4-023-2002 (Magneson) for the Pottery Sidewalk Extension & Road Project (**Resolution No. 125-23**)
- L. **MOVED FROM BUSINESS ITEMS:** Adoption of a Resolution Declaring Intent to be Reimbursed for Capital Expenditures from a Future Borrowing (**Resolution No. 126-23**)
- M. **MOVED FROM BUSINESS ITEMS:** Approval of an Amendment No. 3 to Contract No. 048-23 with Lincoln Construction, Inc. for the City Hall Renovations Project

MOTION: By Councilmember Clauson, seconded by Councilmember Trenary, to approve the Consent Agenda as amended.

The motion carried.

5. PUBLIC HEARING

- A. **Ordinance Approving the First Amendment to the McCormick Communities Development Agreement for Transportation (Time Stamp 04:28)**

Mayor Putaansuu opened the public hearing at 6:38 p.m.

Greg Krabbe with McCormick Communities noted this was a scrivener's error, something that was missed. This would better align the existing concurrency trips with the McCormick Woods development. He asked Council to vote in favor of this item.

There being no more testimony, Mayor Putaansuu closed the public hearing at 6:39 p.m.

6. BUSINESS ITEM

A. Adoption of an Ordinance Approving the First Amendment to the McCormick Communities Development Agreement (Time Stamp 08:00)

MOTION: By Councilmember Trenary, seconded by Councilmember Lucarelli, to approve an ordinance approving the 2023 First Amendment to the McCormick Woods development agreement for transportation.

The motion carried.

(Ordinance No. 041-23 and Amendment No. 1 to Contract No. 035-21)

B. Adoption of an Ordinance Amending the 2023-2024 Biennial Budget Including Exhibit A Personnel (Time Stamp 09:00)

MOTION: By Councilmember Rosapepe, seconded by Councilmember Clauson, to adopt an ordinance amending the 2023-2024 Biennial Budget for the City of Port Orchard.

The motion carried.

(Ordinance No. 039-23)

C. Second Reading and Adoption of an Ordinance Approving a Franchise Agreement with the City of Bremerton (Time Stamp 10:43)

MOTION: By Councilmember Lucarelli, seconded by Councilmember Trenary, to adopt an ordinance, approving franchise agreement between the City of Port Orchard and City of Bremerton to allow the City of Bremerton to operate their water system within Port Orchard rights of way as presented.

The motion carried.

(Ordinance No. 042-23 and Contract No. 005-24)

D. Approval of the November 21, 2023, City Council Work Study Session Meeting Minutes (Time Stamp 12:39)

MOTION: By Councilmember Clauson, seconded by Councilmember Lucarelli, to approve the minutes of the work study session from November 21, 2023.

The motion carried. Councilmember Cucciardi abstained.

E. Approval of the November 28, 2023, City Council Meeting Minutes (Time Stamp 13:18)

MOTION: By Councilmember Cucciardi, seconded by Councilmember Lucarelli, to approve the Council meeting minutes for the regular meeting on November 28, 2023.

The motion carried. Councilmembers Clauson and Trenary abstained.

7. DISCUSSION ITEMS (No Action to be Taken)

There were no discussion items.

8. REPORTS OF COUNCIL COMMITTEES (Time Stamp: 14:27)

Councilmember reported on the December 2nd Festival of Chimes and Lights festival.

9. REPORT OF THE MAYOR (Time Stamp: 15:12)

The Mayor reported on the following:

- Upcoming legislative dinner on January 15th.

10. REPORT OF DEPARTMENT HEADS (Time Stamp 16:03)

Police Chief Brown reported on the recruitment for Deputy Chief.

11. CITIZEN COMMENTS (Time Stamp 17:22)

There were no citizen comments.

12. EXECUTIVE SESSION

No executive session held.

13. CITY COUNCIL GOOD OF THE ORDER (Time Stamp: 17:50)

Councilmember Rosapepe said people are watching the City's YouTube channel.

Councilmember Chang mentioned lack of people testifying at Council meetings and social media comments.

14. PRESENTATION

A. Recognition of Outgoing Councilmembers (Time Stamp: 19:27)

Mayor Putaansuu spoke to the accomplishments of Councilmembers Cucciardi and Lucarelli, and City Clerk Wallace presented each Councilmember with a plaque. Councilmembers and staff thanked the Councilmembers for their service and support.

Mayor Putaansuu pointed out that Councilmember Clauson has served on the Council for 41 years and explained that the City named a street north of the library as, 'John Clauson Way'. Councilmember Clauson was presented with his own street sign to take home, City Clerk Wallace presented him with a plaque, and Mayor Putaansuu explained a bronze plaque is being made in his honor that will be placed down by the waterfront.

Councilmembers and staff thanked Councilmember Clauson for his service and support.

15. ADJOURNMENT

The meeting adjourned at 7:26 p.m. No other action was taken. Audio/Visual was successful.

Brandy Wallace, MMC, City Clerk

Robert Putaansuu, Mayor