

CITY OF RITZVILLE
CITY COUNCIL AGENDA
February 17, 2026

1. CALL COUNCIL TO ORDER 7:00pm
2. PLEDGE OF ALLEGIANCE
3. ACCEPTANCE OF THE CONSENT AGENDA
4. PUBLIC REQUESTS AND COMMENTS

CONSENT AGENDA

- Acceptance of the Agenda
- Minutes:
January 20, 2026
- Approval of Payables:
\$139,019.61

5. ACTION AGENDA
 - A. Washington State Military Department State and Local Cybersecurity Grant Program Agreement
 - B. Police Sergeant Job Description Approval
 - C. Cemetery Niche Purchase-Wilbert Precast, Inc.
 - D. Public Works Truck Purchase
 - E. Police Department HVAC Replacement
 - F. Human Resources Services
6. DISCUSSION AGENDA
7. CORRESPONDENCE
 - A. Planning Commissioner Resignation-John Rankin

8. REPORTS
 - A. Mayor
 - B. City Council Committees
 - C. City Attorney
 - D. Public Works
 - E. Police
 - F. Fire
 - G. Clerk-Treasurer
 - H. Community Development

COUNCIL COMMITTEES

- License, Rules and Permits
- Finance and Employee Benefits
- Health and Wellness
- Public Safety
- Public Works
- Parks and Recreation
- Personnel Committee

9. ADJOURNMENT

Call Information

1-253-215-8782 United States Toll

Meeting ID: 273 377 5980

Passcode: 1930

View Meeting Online:

<https://us02web.zoom.us/j/2733775980?pwd=SU14WTVqdGJpYnVMeEYzV1pJOEFOQT09&omn=84123173022>

OPENING OF COUNCIL MEETING

Mayor Yaeger opened the remote and in person council meeting at 7:00pm. The council members present were Eric Ottmar, Dennis Chamberlain, Jen Verhey, Jessica Quinn, Brooke Scheel, Ky Beck-Gmeiner, and Mike Schrag. Staff members in attendance were Clerk-Treasurer Julie Flyckt, Deputy Clerk Treasurer II Michelle Asmussen (remote), Public Works Director Dave Breazeale, Chief of Police Mike Suniga, and Community Development Director Tom Reese. City Fire Chief Joel Bell and City Attorney John Kragt were excused. Also present were Linda Schrag, Brian Bothun, Derek Schafer, Rick from the Cheney Free Press, and Rod Larse.

ACCEPTANCE OF THE CONSENT AGENDA

Mayor Yaeger asked if there were any corrections or additions to the consent agenda. Council Member Mike Schrag made a motion to accept the consent agenda as presented for January 20, 2026, with payables in the amount of \$298,390.87. Council Member Jen Verhey seconded the motion. Motion passed 7-0.

POLICE OFFICER OATH

A. Christopher Wardlaw- Chief Suniga read the oath and swore in Christopher Wardlaw.

PUBLIC REQUESTS AND COMMENTS-Mayor Yaeger asked if there was anyone from the public who would like to comment. Rod Larse at 209 E. Olive asked if the city has ever had an information technology audit and if so, how did that go? Clerk-Treasurer Julie Flyckt stated the city has not had a specific technology audit. The city does contract with a technology company, but they have not come in and done that type of audit. Chief Suniga stated as far as the police department is concerned, every two years they are required to do an audit by the state.

ACTION AGENDA

A. **Public Works Purchase-CAT 303.5 MHEX Mini Excavator-**Public Works Director Dave Breazeale stated the equipment was discussed during budgeting last year. It is a smaller version of the backhoe for the crew to access the alleyways that are much smaller than the streets. Public Works rented one last year and it worked out very well for the repairs they had to do. It is budgeted for \$75,000 this year and half will be coming out of water and half out of sewer. If council approves, it should be here by Friday. Council Member Jen Verhey made a motion to approve the purchase of the CAT Mini Excavator in the amount of \$74,649.60. Council Member Jessica Quinn seconded the motion. Motion passed 7-0.

DISCUSSION AGENDA

Chapter 11.86 Traffic Impact Fees-Community Development Director Tom Reese stated the traffic impact fees is a revised draft of chapter 11.86. The license & rules committee has been working on creating the transportation impact fee development code update for how new development contributes to or pays for new infrastructure. When new development comes online, the TIF will be applied at the permit application stage for road improvements. The monies are used for capacity projects and new infrastructure only. It is designated to be in certain service areas by ordinance and has a 10-year expenditure window. It is a one-time fee paid by new development. These are used statewide and by local jurisdictions. Things the TIF can be used are roadway capacity projects, intersection improvements, turn lanes and signals, and freight route upgrades. It cannot be used for maintenance, repairs, or operations. Reese said next steps is to finalize 11.86 chapter, update the city fee schedule and maps to

show the dedicated sub areas, and develop the funding ordinance. There will need to be a legal review, prepare a SEPA non-project checklist, and issue a DNS. There will also need to be two public hearings held and then presented to council for adoption. This is not a tax as it is a regulatory fee that is tied directly to the impacts created by new developments. Reese also highlighted the necessity of a nexus requirement between new development and the facilities funded by the fee, and the role of professional engineers in conducting traffic impact analysis. The policy direction he is looking for is to create the three ordinances to move forward, including the SEPA checklist and bring it back to council. The council discussed the implementation of the TIF for two specific projects: the westbound off-ramp division and Weber roundabout, as well as a shared path on 261. They agreed on a 50-50 cost-sharing model to reduce the fee to \$1,900 per trip. Concerns were raised about the six-year time limit for spending TIF funds, which could be extended to ten years under extraordinary circumstances. The council also discussed the process of collecting fees at permit time and the importance of having match funds for grants, particularly for congressional discretionary funds. The discussion focused on fee structures and engineering requirements for development projects. The city would be responsible for 80% of fees while developers cover 20%, and the need was emphasized to balance protecting the city with avoiding excessive regulations that could deter development. There were also highlighted concerns about the "Existing Authority Unimpaired" section, which could require developers to pay fees but still be responsible for mitigation costs like roundabouts if funds are unavailable. The conversation concluded with a recommendation to review specific code sections (1186090A and B) regarding professional engineering requirements and comparing Ritzville's approach to Airway Heights' different fee structure. There was also discussion on the city's authority and projections for potential developers, emphasizing the need for clear information to facilitate due diligence. There was also some discussion about the six-year and ten-year planning periods, with a suggestion to use the maximum allowed time for planning. The council addressed the use of local improvement districts and the need for new maps to reference the TIF in the comprehensive plan. Concerns were raised about the inclusion of all projects in the funding plan and the potential financial implications for the city. The conversation ended with a mention of a new traffic study that could impact future planning decisions.

2023 Audit Exit Report-Clerk-Treasurer Julie Flyckt stated on January 9th the finance committee members, Mayor Yeager and herself met with the auditors and went over the exit report. The meeting covered several key topics, including the 2023 Audit Exit Report, which noted an immaterial lease liability and the need to update the procurement policy. The city is currently in the 2024 audit, with the 2025 audit scheduled to begin in the fall of 2026.

CORRESPONDENCE

A. Ritzville Museums 2025 Visitor Stats Report

MAYOR UPDATES-Mayor Scott Yeager stated he has been working with Chief Suniga on reviewing the new Sergeant's description which I need to get to the personnel committee.

COUNCIL COMMITTEE UPDATES:

- **Licenses, Rules, and Permits-**We will be meeting on 1/22 at 3:30pm.
- **Finance and Employee Benefits:** Mike Schrag stated there was a 2023-2025 payroll correction discussion and there will be an update at the next meeting. The committee also reviewed the 2025 golf financial report and manager bonus. The golf manager bonus is 25% of the gross greens fees which were \$85,855. This year the manager bonus was \$6,713.84. Even with the

good numbers the golf course is still in the red at \$74,510 plus the capital outlay. The golf course roof is slated for a re-roof this year for \$45,000.

- **Health and Wellness**- No report
- **Public Safety**-No report
- **Public Works**-No report.
- **Parks and Recreation**-Brooke Scheel reported their regular meetings will be held on the 3rd Thursday of every month at 3:45pm at city hall. At the last meeting they worked on the lease agreement with Porky's. We want to maintain the same lease revenue as last year until the committee can gather further information. The committee put together a SharePoint site to share and gather information. They have reached out to Michelle Plumb and got some maps from Dave Breazeale so they can start putting together some projects for the cemetery this year.
- **Personnel Committee**-Mayor Yaeger stated he would like the committee to look at the police sergeant's job description. He has looked at it and provided his comments and requested to set up a meeting with the committee for January 29th after 3:30pm.

DEPARTMENT UPDATES

- A. **City Attorney**-Attorney John Kragt excused.
- B. **Public Works**-Director Dave Breazeale thanked the council for approving the mini-excavator as it will help in completing some city projects that have been lacking. Public Works has completed a street sign inventory and submitted it to Newman signs for a quote, and he should have the quote back by next council meeting for a replacement price.
- C. **Police Department**-Police Chief Mike Suniga reported they have been focused on training their new officer Chris. The officers have an in-service training course in Ephrata with the Ephrata Police Department next week. They will be doing some core stuff, simulations, like paint marker for shoot out simulations. Chief Suniga will be attending on January 27th while most of the department will go on February 3rd.
- D. **Fire**-Chief Joel Bell reported there were forty-five calls for service last year. The fire department has completed the insurance rating. Every five years they go through the insurance bureau, and it takes about a month to get ready. The bureau goes through the last five years of calls and all the information on the trucks. The last year it was completed was Covid year, so everything was done over the phone. This time they came back three times and wanted to see if we could get hooked onto a city truck and a county truck in under three minutes, as it would help the rating. The fire department was able to make the connection within 46 seconds. They have now lumped the city/county into one so anything within five miles of the city is now rated a six, which is good. Lind is ten and Odessa is also ten. They checked the number of gallons that can flow, the tools, and the training provided. Chief Bell stated they are working on a formal agreement with the school district for ongoing maintenance that is provided by the bus garage for oil changes, and any type of service work. Normally it was just a phone call, but they needed to get something in place in writing like an interlocal agreement to protect both sides of the parties. Mayor Yaeger stated he would like to get the document and work with City Attorney John Kragt to put something together and get it in place.
- E. **Clerk/Treasurer**-Clerk-Treasurer Julie Flyckt reported the auditors' will be on-site this Thursday to look through the Rural Development grant book. They will also spot check payroll. Michelle Asmussen is working to get all the tax stuff done for the city and getting the 1099's and W2's out. Asmussen and Flyckt will be working with Springbrook to get the 2026 payroll set up and

THE CITY OF RITZVILLE REMOTE/IN PERSON COUNCIL MEETING JANUARY 20TH, 2026

input any changes that have incurred. Dog tags have started to come in, and the advertisement will be in the journal, Facebook and website as the dog tags are due by February 28th, which is at the same time every year.

- F. **Community Development**-Community Development Director Tom Reese is working on the TIF and the Development Agreement for the Grainery District. He is also working on a couple more grant applications and getting ready to pull the trigger on the DNR grant.

ADJOURNMENT-With no further comments or business to come before the council, Mayor Yaeger adjourned the remote and in person meeting at 8:30pm.

Michelle Asmussen, Deputy Clerk-Treasurer II

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

1. Subrecipient Name and Address: Ritzville Police Department 209 E Main St Ritzville, WA 99166		2. Grant Agreement Amount: \$14,500		3. Grant Agreement Number: E26-121	
4. Subrecipient Contact, phone/email: Mike Suniga, 509-660-7625 mike.suniga@ritzville-wa.us		5. Grant Agreement Start Date: December 1, 2022		6. Grant Agreement End Date: June 30, 2026	
7. Department Contact, phone/email: Jocelyn Overby, 253-512-7226 jocelyn.overby@mil.wa.gov		8. Unique Entity Identifier (UEI): M7JDF28567P4		9. UBI # (state revenue): 015-000-038	
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 91-6001272
17. Service Districts: BY LEGISLATIVE DISTRICTS: 9 BY CONGRESSIONAL DISTRICTS: 5		18. Service Area by County(ies): Adams		19. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
20. Agreement Classification <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
22. Subrecipient Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO			23. Subrecipient Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER		
24. PURPOSE & DESCRIPTION: The goal of the Federal Fiscal Year (FFY) 2022 State and Local Cybersecurity Grant Program (22SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. security. Strengthening cybersecurity practices and resilience of SLT governments is an important homeland security mission and the primary focus of the SLCGP. Through funding from the Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL), the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services. The Department is the Recipient and Pass-through Entity of the 22SSLCGP DHS Award Letter for Grant No. EMW-2022-CY-00017 ("Grant"), which is incorporated in and attached hereto as Attachment C and has made a subaward of funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement.					
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced attachments which are hereby incorporated, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); DHS Award Letter (Attachment C); Work Plan (Attachments D); Budget (Attachment E); Timeline (Attachment F); and all other documents and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1. Applicable federal and state statutes and regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget 4. Special Terms and Conditions 5. General Terms and Conditions, and 6. Other provisions of the Agreement incorporated by reference.					
WHEREAS, the parties have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:		
Signature _____ Date _____ Seth Daniel Nickerson, Chief Financial Officer Washington Military Department			Signature _____ Date _____ Scott Yaeger, Mayor City of Ritzville		
BOILERPLATE APPROVED TO FORM: Alex Staub 10/25/2023 Assistant Attorney General			APPROVED AS TO FORM (if applicable): _____ Signature Date		

SPECIAL TERMS AND CONDITIONS**ARTICLE I. KEY PERSONNEL**

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

SUBRECIPIENT		DEPARTMENT	
Name	Mike Suniga	Name	Jocelyn Overby
Title	Chief of Police	Title	Program Coordinator
Email	mike.suniga@ritzville-wa.us	Email	jocelyn.overby@mil.wa.gov
Phone	509-660-7625	Phone	253-512-7226
Name	Karen Hickey	Name	Melissa Berry
Title	Admin Assistant	Title	Program Manager
Email	karen.hickey@ritzville-wa.us	Email	melissa.berry@mil.wa.gov
Phone	509-659-1334	Phone	253-384-7226
Name		Name	General Information
Title			
Email		Email	preparedness.grants@mil.wa.gov
Phone			

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.qsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without prior written approval by Department Key Personnel.
- e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Attachment F).

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

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

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

3. REPORTING

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

4. EQUIPMENT AND SUPPLY MANAGEMENT

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

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

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

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

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

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

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

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

6. PROCUREMENT

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

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

7. SUBRECIPIENT MONITORING

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

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

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

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

B. SLCGP SPECIFIC REQUIREMENTS

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

C. DHS TERMS AND CONDITIONS

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

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

A.1 DEFINITIONS

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

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

A.2 ADVANCE PAYMENTS PROHIBITED

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

A.3 AMENDMENTS AND MODIFICATIONS

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

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

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

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

A.5 ASSURANCES

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

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

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

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

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

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

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

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

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

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

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

A.9 CONFLICT OF INTEREST

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

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

A.10 CONTRACTING & PROCUREMENT

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

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

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

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

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

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

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

A.11 DISCLOSURE

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

A.12 DISPUTES

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

A.13 LEGAL RELATIONS

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

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

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

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

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

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

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

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

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

A.15 LOSS OR REDUCTION OF FUNDING

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

A.16 NONASSIGNABILITY

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

A.17 NONDISCRIMINATION

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

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

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

A.18 NOTICES

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

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

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

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

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

A.21 POLITICAL ACTIVITY

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

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

A.23 PUBLICITY

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

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

A.24 RECAPTURE PROVISION

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

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

A.25 RECORDS

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

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

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

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

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

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

A.27 SEVERABILITY

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

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

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

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

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

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

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

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

OR

Contracts.Office@mil.wa.gov

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

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

A.29 SUBRECIPIENT NOT EMPLOYEE

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

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

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

A.30 TAXES, FEES AND LICENSES

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

A.31 TERMINATION FOR CONVENIENCE

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

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

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

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

A.33 TERMINATION OR SUSPENSION FOR CAUSE

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

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

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

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

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

A.34 TERMINATION PROCEDURES

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

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

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

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

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

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

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

A.35 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

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

A.36 VENUE

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

A.37 WAIVERS

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

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

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

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

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

Dear Bret Daugherty:

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

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

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

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

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

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

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

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

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

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

PAMELA SUSAN WILLIAMS

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

AGREEMENT ARTICLES
State and Local Cybersecurity Grant Program

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

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Article I - Summary Description of Award

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

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

Article II - SLCGP Performance Goal

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

Article III - Cybersecurity Plan Pending Submission and Approval

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

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

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

Article IV - Committee Membership List Pending Submission or Approval

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

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

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

Article V - DHS Standard Terms and Conditions Generally

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

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

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

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

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

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

Article VII - General Acknowledgements and Assurances

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

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

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

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

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

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

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

Article VIII - Acknowledgement of Federal Funding from DHS

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

Article IX - Activities Conducted Abroad

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

Article X - Age Discrimination Act of 1975

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

Article XI - Americans with Disabilities Act of 1990

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

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

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

Article XIII - Civil Rights Act of 1964 - Title VI

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

Article XIV - Civil Rights Act of 1968

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

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

Article XV - Copyright

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

Article XVI - Debarment and Suspension

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

Article XVII - Drug-Free Workplace Regulations

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

Article XVIII - Duplication of Benefits

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

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

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

Article XX - Energy Policy and Conservation Act

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

Article XXI - False Claims Act and Program Fraud Civil Remedies

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

Article XXII - Federal Debt Status

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

Article XXIII - Federal Leadership on Reducing Text Messaging while Driving

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

Article XXIV - Fly America Act of 1974

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

Article XXV - Hotel and Motel Fire Safety Act of 1990

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

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

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

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

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

Article XXVIII - Lobbying Prohibitions

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

Article XXIX - National Environmental Policy Act

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

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

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

Article XXXI - Non-Supplanting Requirement

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

Article XXXII - Notice of Funding Opportunity Requirements

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

Article XXXIII - Patents and Intellectual Property Rights

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

Article XXXIV - Procurement of Recovered Materials

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

Article XXXV - Rehabilitation Act of 1973

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

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

General Reporting Requirements:

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

Article XXXVII - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

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

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

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

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

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

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

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

Waivers

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

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

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

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

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

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

Article XXXIX - SAFECOM

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

Article XL - Terrorist Financing

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

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

Trafficking in Persons:

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

Article XLII - Universal Identifier and System of Award Management

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

Article XLIII - USA PATRIOT Act of 2001

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

Article XLIV - Use of DHS Seal, Logo and Flags

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

Article XLV - Whistleblower Protection Act

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

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

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

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

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

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

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

Article XLVIII - Acceptance of Post Award Changes

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

Article XLIX - Disposition of Equipment Acquired Under the Federal Award

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

Article L - Prior Approval for Modification of Approved Budget

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

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

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

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

Article LI - Indirect Cost Rate

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

BUDGET COST CATEGORIES

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

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMW-2022-CY-00017-S01		2. AMENDMENT NO. ***		3. RECIPIENT NO. 916001095G		4. TYPE OF ACTION AWARD		5. CONTROL NO. WX00743N2023T	
6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122			7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646			8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603			
9. NAME OF RECIPIENT PROJECT OFFICER Sierra Wardell		PHONE NO. 2535127121		10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov					
11. EFFECTIVE DATE OF THIS ACTION 12/21/2022		12. METHOD OF PAYMENT PARS		13. ASSISTANCE ARRANGEMENT Cost Reimbursement			14. PERFORMANCE PERIOD From: 12/01/2022 To: 11/30/2026 Budget Period 12/01/2022 11/30/2026		
1 5. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)									
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXX-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	<i>Server upgrade</i>
PROJECT DESCRIPTION	
We will be upgrading the server used to store criminal justice information from Windows Server 2016 to Windows Server 2022. This will include data migration and testing from our contracted IT, Adams County. With the upgrade it will provide us with greater cybersecurity by implementing Hardware Root of Trust, a Secure Core Server with a 2.0 Trust Platform Module, and Encrypted SMB by default as well as other robust systems prior to our current servers reaching the end of life in 2027.	
GAP BEING ADDRESSED	
This upgrade improves our security of the data at rest with the items mentioned above.	
IMPACT	
This upgrade would add to our useful end of life while improving our security posture with its implementation.	
OUTCOME	
This server upgrade increases our protection of our data while at rest. This will complement our firewall protections, VPN solution, and ensure our server can be protected with the most up-to-date practices.	

BUDGET

FY 2022 State and Local Cybersecurity Grant Program

AGREEMENT AMOUNT \$14,500

	SOLUTION AREA						TOTAL
	PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	M&A	
PROJECT #1							
Salaries & Benefits	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Travel/Per Diem	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Contractor/Consultant	\$0.00	\$500.00		\$0.00	\$0.00	\$0.00	\$500.00
Passthrough	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment			\$14,000.00				\$14,000.00
SUBTOTAL	\$0.00	\$500.00	\$14,000.00	\$0.00	\$0.00	\$0.00	\$14,500.00
Indirect							\$0.00
TOTAL	\$0.00	\$500.00	\$14,000.00	\$0.00	\$0.00	\$0.00	\$14,500.00

TIMELINE

FY 2022 State and Local Cybersecurity Grant Program

DATE	TASK
December 1, 2022	Grant Agreement start date
June 30, 2026	Grant Agreement end date
August 14, 2026	Submit Final Reimbursement Request and Closeout Report

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME		Doing business as (DBA)	
ADDRESS	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #:
This certification is submitted as part of a request to contract.			

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

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

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

Bidder or Contractor Signature: _____

Date: _____

Print Name and Title: _____

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

What is "Debarment, Suspension, Ineligibility, and Voluntary Exclusion"?

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

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

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

Why am I required to sign this certification?

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

What is Executive Order 12549?

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

What is the purpose of this certification?

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

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

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

What or who is a "lower tier participant"?

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

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

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

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

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

SIGNATURE AUTHORIZATION FORM (SAF)

WASHINGTON MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on page 2 before completing this form.

NAME OF ORGANIZATION	DATE SUBMITTED
GRANT PROGRAM - Acronyms Accepted	AGREEMENT NUMBER(S)

1. AUTHORIZING AUTHORITY

PHYSICAL SIGNATURE	E-SIGNATURE	PRINT OR TYPE NAME	TITLE & TERM OF OFFICE (If applicable)

2. AUTHORIZED TO SIGN AGREEMENTS / AMENDMENTS

PHYSICAL SIGNATURE	E-SIGNATURE	PRINT OR TYPE NAME	TITLE & TERM OF OFFICE (If applicable)

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

PHYSICAL SIGNATURE	E-SIGNATURE	PRINT OR TYPE NAME	TITLE & TERM OF OFFICE (If applicable)

INSTRUCTIONS FOR THE SIGNATURE AUTHORIZATION FORM (SAF)

This form identifies the authorizing authority(ies) and person(s) who have the authority to sign agreements, amendments, and requests for reimbursement. It is required for the management of your agreement with the Washington Military Department (WMD). Please complete all sections. The signature and/or e-signatures included on this SAF must match what is on the agreement, amendment, debarment form, and A-19 invoice voucher submitted. It is required that the signatures in WMD's files are current. Changes in staffing or responsibilities will require a new SAF.

At least one person must be assigned to each of the three roles and the same person can be assigned to multiple roles. If more than one individual will be signing an agreement, amendment, or reimbursement request please make sure everyone signs this form. If additional lines are needed, please fill out two forms and title them 1 of 2 and 2 of 2.

1. **Authorizing Authority.** Generally, the person(s) signing in this section heads the governing body of the organization such as the board chair or mayor. In some cases, the chief executive officer may have been delegated this authority.
2. **Authorized to Sign Agreements / Amendments.** The person(s) given the authority to bind the agency/organization to the terms and conditions of the agreement. Usually, it is the county commissioner, mayor, executive director, city clerk, etc.
3. **Authorized to Sign Requests for Reimbursement.** Often the executive director, city clerk, treasurer, or administrative assistant have this authority. When a request for reimbursement is received, the signature on the A-19 invoice voucher is verified that it matches the signature on this form. **It is advisable to have more than one person authorized to sign reimbursement requests.** This will help prevent delays in processing a request if one person is temporarily unavailable. The payment can be delayed if the request is presented without the proper signature.

Once filled out, send the original to WMD with the signed agreement. It is recommended you keep a copy with the executed agreement in your files. Multiple grant agreements can be included on one SAF if they are all under the same grant program (e.g., 22EMPG and 23EMPG). Two distinct grant programs cannot be included on the same SAF (e.g., SHSP and EMPG).

If you have any questions regarding this form or to request new forms, please call your main grant point of contact at WMD.



WASHINGTON MILITARY DEPARTMENT

Audit Certification and FFATA Reporting Form

CONTACT INFORMATION

Subrecipient Name (Agency, Local Government, or Organization):	
Subrecipient Unique Entity Identifier (UEI) Number:	
Authorized Financial Representative (Name and Title):	
Address:	
Email:	Phone Number:

Directions: As required by 2 CFR Part 200 Subpart F, non-federal entities that expend \$750,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year.

- If your entity ***is not*** subject to these requirements, you must complete **Section A** of this Form.
- If your entity ***is*** subject to these requirements, you must complete **Section B** of this form.
- **All subrecipients must complete Section C (FFATA)** of this form.

Failure to return this completed Form to contracts.office@mil.wa.gov may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

SECTION A: Entities NOT subject to the audit requirements of 2 CFR Part 200 Subpart F
(check all that apply)

- We did not expend \$750,000 or more of total federal awards during the preceding fiscal year.
- We are a for-profit organization.
- We are exempt for other reasons (describe):

However, by signing below, I agree that we are still subject to the audit requirements, laws, and regulations governing the program(s) in which we participate; that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees; and that WMD may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

SECTION B: Entities that ARE subject to the audit requirements of 2 CFR Part 200 Subpart F
(Check the appropriate box and complete the information below)

- We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] for fiscal year [enter date]. There were no findings related to federal awards or internal controls.
- We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] for fiscal year [enter date] and there were findings related to federal awards and/or internal controls.
- Our completed 2 CFR Part 200 Subpart F Audit will be available on [enter date] for fiscal year [enter date].

Provide a complete copy of the audit report electronically to contracts.office@mil.wa.gov or provide the state audit number [enter number].

SECTION C: Federal Funding Accountability and Transparency Act (check the corresponding answer)
In your preceding fiscal year, did your organization receive 80% or more of its gross revenues from federal funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
If you answered yes to the previous questions, WMD Contracts staff will request additional information to comply with FFATA reporting.

I hereby certify that I am an individual authorized by the above identified entity (subrecipient) to complete this form. Further, I certify that the above information is true and correct, and all material findings contained in the audit report/statement have been disclosed. Additionally, I understand this form is to be submitted every fiscal year for which this entity is a subrecipient of federal award funds from the Department until the grant agreement is closed.

Signature of Authorized Financial Representative:

Date: [Click or tap to enter a date](#)



A quote for your consideration.

To retrieve this eQuote online, log in to your [Dell Premier Page](#) and search for your eQuote number under "Quotes" in the top menu bar.

Quote No.: 3000198987768.1
Total (USD): \$10,909.17
eQuote Name: RPD
eQuote Creator: alexi@co.adams.wa.us
Quoted On: Feb. 09, 2026
Expires By: Feb. 23, 2026

Company Name: -
Customer Number: -
Premier Page Name: ADAMS COUNTY CENTRAL SERVICES NASPO ValuePoint 05815-003 / WN34AGW

Contract Name: Dell NASPO Computer Equipment PA - Washington
Contract Code: C000001119005
Customer Agreement Number: 23026 / 05820

Billing Address:

-
.

Pricing Summary

	Qty	Unit Price	Discounted Unit Price	Subtotal
PowerEdge XR5610	1	\$10,101.10	\$10,101.10	\$10,101.10
			Subtotal:	\$10,101.10
			Shipping:	\$0.00
			Estimated Tax:	\$808.07
			Total (USD):	\$10,909.17

Shipping Address:

Adams County Central Services
Igbinoaba Alex
210 West Broadway Avenue
suite 201
Ritzville , WA 99169

Shipping Method:

FREE Standard Delivery

Product Details

PowerEdge XR5610 (210-BGSM)

Order Code: pe_xr5610_16924

Qty	Unit Price	Subtotal
1	\$10,101.10	\$10,101.10

Module	Description	Product Code	SKU	Qty
Base	PowerEdge XR5610	G67B3WM	210-BGSM	1
Port Orientation	Rear Port Access with onboard Broadcom 57504 Quad Port 25GbE SFP28	G1BOZEQ	379-BEJK	1
Ambient		G84G3LJ		1
Operating Environment	ASHRAE A2, 35C ambient environment		384-BCZO	
Trusted Platform Module	Trusted Platform Module 2.0 V6	GGX1VDO	461-AAIG	1
Chassis Configuration	Rear Port Access Chassis with up to 4 NVMe only for onboard PCIe, NAF	G2C4ZJT	321-BJMM	1
Processor	Intel® Xeon® Bronze 3408U 1.8G, 8C/8T, 16GT/s, 22.5M Cache, No Turbo, HT (125W) DDR5-4000	GBO6G1Z	338-CHTP	1
Thermal Configuration	Chassis Thermal Configuration	GY01KBJ	412-BBDG	1
Memory Configuration Type	Performance Optimized	GH9QBEI	370-AAIP	1
Memory DIMM Type and Speed	5600MT/s RDIMMs	GYMX57Q	370-BBRX	1
Memory Capacity	(2) 16GB RDIMM, 5600MT/s, Single Rank	G0FS8TA	370-BBRQ	2
RAID Configuration	C30, No RAID for NVME chassis	GF5RC29	780-BCDO	1
RAID/Internal Storage Controllers	No Controller	GLTBAZ3	405-AACD	1
Hard Drives	No Hard Drive	GZ4G6T3	400-ABHL	1
Hard Drives (PCIe SSD)	(3) 960GB Data Center NVMe Read Intensive AG Drive U2 Gen4 with carrier	G8U029H	400-BMTE	3
BIOS and Advanced System Configuration Settings	Power Saving Dell Active Power Controller	G06TYXW	750-AABF	1
Advanced System Configurations	UEFI BIOS Boot Mode with GPT Partition	GSFTG4Y	800-BBDM	1
Power Supply	Single, (1+0) Non Redundant, Hot-Plug Power Supply, 800W MM (100-240Vac)	GJFYX31	450-AIQY	1
Power Cords	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	G749Q3L	450-AALV	1
PCIe Riser	Riser Config 0, No Riser	G1S6RFY	330-BCFQ	1
Motherboard	XR5610 System Motherboard, DAO	G1NH6J3	384-BDJR	1
Cables	No DPUs Cable Required, No DPU	GV6CUGB	470-AEYU	1
Bezel	No Bezel	G5QAB6X	350-BBBW,350-BCMS	1
Boot Optimized Storage Cards	BOSS-N1 controller card + with 1 M.2 480GB - RAID 0	G2F48Y6	403-BCSE	1
Operating System	Windows Server 2025 Standard,16CORE,FI,No Med,No CAL, Multi Language	G841MTY	634-CVGB	1

OS Media Kits	Windows Server 2025 Standard,16CORE,DF Recovery Image, Multi Lang, (Downgrade not included)	GDKFEX5	528-DHTW	1
Embedded Systems Management	Dell Connectivity Client - Enabled	G2ML3HR	379-BFXS,634-CYDF	1
Embedded Systems Management	iDRAC9, Express 16G	G78FVSP	528-CTIJ	1
Dell Secure Onboarding	Dell Secure Onboarding Client Disabled	GMC3F6E	634-CZRQ	1
Password	iDRAC,Legacy Password	GL4OZ5M	379-BCZM	1
Group Manager	iDRAC Group Manager, Disabled	GTVA94K	379-BCQY	1
Rack Rails	No Rack Rails or Cable Management Arm	GGWK62B	770-BBBS	1
SHIPPING	PowerEdge XR5610 Shipping	GB3QJPF	340-DGPT	1
Shipping Material	PowerEdge XR5610 Shipping Material	GQ2VCPO	340-DLVM	1
Regulatory	PowerEdge XR5610 CCC and BIS Marking, No CE Marking	GG6AUMY	389-FCKP,389-FCKQ	1
ECCN	Decline Selection	GRO1P6G	817-BBBP	1
Services: Hardware Support	3 Years Prosupport Next Business Day Onsite Service	GR7QBA8	894-9068,894-9090,894-9100,989-3439	1
Deployment Services	ProDeploy PowerEdge XR Series 1U2U	GYB2P6W	708-9894	1

Need Help?



We're here to answer any of your Order Support questions. [Contact Us.](#)

CONNECT WITH DELL:



Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for Fourteen days from the date of this Quote. All products, pricing, and other information are based on the latest information available and are subject to change for any reason, including but not limited to tariffs imposed by government authorities, shortages in materials or resources, increase in the cost of manufacturing or other factors beyond Supplier's reasonable control. If such changes occur, pricing may be adjusted or purchase orders may be cancelled by Supplier, even after an order has been placed. Supplier also reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors and/or customer changes to Supplier's planned delivery date. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

CITY OF RITZVILLE

DEPARTMENT: Police

TITLE: Police Sergeant

REPORTS TO: Police Chief

Non-Exempt – Salary Range PD-9

POSITION PURPOSE:

Under general supervision, is responsible for supervising Police Officers or performs specialized supervisory duties in the areas of training, investigations, or other assignments. Enforces State, County and City laws and ordinances. Ensures compliance with Washington State laws related to use of force, de-escalation, duty to intervene, report and take appropriate supervisory action when required. Supervises and evaluates the performance of assigned staff and able to perform all the essential duties of the rank of Police Officer. Sergeants will direct the department in the absence of Police Chief.

ESSENTIAL DUTIES:

The following duties ARE NOT intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.

Supervises assigned operations to achieve goals within available resources; plans and organizes workloads and staff assignments for department staff.

Evaluates departmental programs, procedures and practices for effectiveness and makes recommendations as appropriate.

Supervises and evaluates the performance of assigned staff; provides training, direction and assistance to subordinates. Reports the abilities, deficiencies and progress of probationary officers and volunteers and resolves employee complaints and concerns.

Reviews, approves, and provides guidance on officer reports, arrests, and investigations to ensure compliance with departmental policy and applicable laws.

Provides expertise to the Department and others regarding specialized areas of police work.

Enforces criminal, traffic, and parking laws and ordinances; investigates criminal activity and violations; issues citations and notices of infractions; prepares probable cause statements; books offenders into detention facilities; assists subordinate ranking officers in the interpretations and applications of these applicable laws.

Assists officers as appropriate on emergency calls, altercations or other incidents as warranted; responds to crimes in progress as needed and assures compliance with departmental policies and orders from superior officers.

Directs investigations as necessary to ensure proper handling of evidence.

Maintains availability for consultation with officers and Police Chief on major emergencies or concerns.

Meets with prosecutor to discuss cases when necessary.

Use computer systems and software to write reports.

POLICE DEPARTMENT
Police Sergeant

Undertakes community-oriented policing strategies consistent with current and successful trends. Coordinates the training and development of police officers while maintaining a valid list of certifications of department personnel.

Acts as direct liaison between officers and the Police Chief.

Maintains continuous awareness for need for improvements in department procedures, work methods and techniques and devises and implements such improvements as appropriate and authorized in formulation of department policies and regulation. Resolves ordinary difficulties encountered in shift operations.

Other duties as assigned by supervisor.

Police Officer duties as required by Ritzville Police Department Policy Manual.

PERIPHERAL DUTIES:

Accepts, analyzes, and recommends improvements to equipment and facilities as needed.

Schedules and conducts meetings.

Maintains departmental equipment, supplies, and office.

Maintains close contact and acts as a liaison with community groups. Maintains rapport with general public to ensure good public relations and trust.

Maintains an acceptable working relationship with other law enforcement officers and agencies.

May serve as a member of various employee committees.

SKILLS AND ABILITIES:

- Supervising a police detail on an assigned shift.
- Applying law enforcement principles, practices, methods, and techniques.
- Preserving and processing crime scenes.
- Supervising and participating in police duties related to patrol, investigation services and other police activities.
- Exercising independent discretion when responding to emergencies.
- Responding to crime and emergency scenes and taking immediate and appropriate action.
- Maintaining proficiency in driving, the use of firearms, defensive tactics and arrest control techniques in accordance with departmental policies and procedures. Maintain all certifications, training and continuing education as required by the Washington State Criminal Justice Training Commission
- Preparing clear and concise narrative and statistical reports and records.
- Presenting evidence and testimony in court.
- Applying and administering proper first aid and CPR techniques and methods.
- Reading, interpreting, applying and explaining rules, regulations, policies and procedures including Ritzville Municipal Code.
- Establishing and maintaining cooperative and effective working relationships with others. Understanding community and social conditions to determine needs.
- Effective oral and written communication principles and practices to include public relations and customer service.
- Current office procedures, methods, and equipment including computers and computer applications sufficient to perform work.
- English usage, spelling, grammar and punctuation.

WORKING CONDITIONS:

Physical demands described herein are comparable of those that must be met by an employee to successfully perform the essential duties of this job. Reasonable accommodation may be provided to assist individuals with disabilities to perform the essential duties.

While performing the duties of this job, the employee is frequently required to sit, talk, and hear. The employee is often required to stand, walk, and use hands and fingers to handle or feel objects, tools, or controls; reach with hands and arms; climb or balance; bend, kneel, crouch, or crawl; and taste or smell.

Must be able to perform physical tasks consistent with law enforcement duties, including assisting with the movement of individuals or equipment, with or without reasonable accommodations.

Specific vision abilities required by this job include but are not limited to close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to focus.

The work environment characteristics described here are typical of those an employee might encounter while performing the essential duties of this job. Reasonable accommodation may be provided to assist individuals with disabilities to perform the essential duties.

While performing the duties of this job, the employee frequently works in outside weather conditions. Employees occasionally work near moving mechanical parts; in high, precarious places; and with explosives and are occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, and vibration.

The noise level in the work environment is usually moderate.

MINIMUM REQUIREMENTS:

Must be at least 21 years old or older at time of appointment;

Be eligible to work under federal law as a U.S. citizen, lawful permanent resident, or Deferred Action for Childhood Arrivals (DACA) recipient;

Must be acceptably able to read and write the English language;

Must possess or be able to obtain a valid Washington State driver's license as well as a good driving record;

Completion of Washington State Basic Law Enforcement Academy or equivalent academy Certification;

AND

Five years' experience as a commissioned police officer, with experience as a supervisor or as a certified Field Training Officer;

90 college credits or an AA degree from a nationally accredited college or university;

At least one CJTC recognized or equivalent trainer certifications (ie. firearms, defensive tactics, EVOC, Peer Support, Etc.);

OR

Ten years' experience as a commissioned police officer, with experience as a supervisor or as a certified Field Training Officer;

POLICE DEPARTMENT
Police Sergeant

High school diploma or equivalent;

At least two CJTC recognized or equivalent trainer certifications (ie. Firearms, defensive tactics, EVOC, Peer Support, Etc.);

Must be able to successfully complete and pass background check;

May be required to successfully complete and pass other examinations as required by law or by city and department policies and/or Civil Service Commission Rules and Regulations, including a medical and psychological exam.

Job Description Received:

The statements contained herein reflect general details as necessary to describe the principal functions of this job, the level of knowledge and skill typically required and the scope of responsibility but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as needed, including work in other functional areas to cover absences or relief, to equalize peak work periods, or to otherwise balance the workload.

Employee

Date

Department Head

Date



SPOKANE
 2215 E Brooklyn Ave
 Spokane, WA 99217
 (509) 325-4573

YAKIMA
 2309 S 38th Ave
 Yakima, WA 98903
 (509) 248 1984

LEWISTON
 2710 4th Avenue North
 Lewiston, ID 83501
 (208) 746-1125

February 11, 2026

Dave Breazeale, Public Works Director
 City of Ritzville
 216 E. Main
 Ritzville, WA 99169
Dave.breazeale@ritzville-wa.us

RE: Updated 2026 Proposal for Columbarium Wall @ Ritzville Memorial Cemetery

Dear Dave:

The following is a proposal to furnish and install in your prepared excavation, one 48-unit double sided columbarium wall as outlined below:

OUR PROPOSAL INCLUDES THE FOLLOWING:

1. Precast concrete niche spaces shall be approximately 10 1/2" wide x 10 1/2" high x 11" deep inside.
2. Columbarium is fabricated on concrete base.
3. Precast concrete sidewalks at fronts (3'-0" wide).
4. Masonry shall be brick similar to previous wall with dark gray mortar raked joints.
5. Sill at bottom of fronts shall be solid brick or granite.
6. Niche fronts shall be 12" x 12" Mahogany Rushmore polished granite. (2 extra fronts will be provided).
7. Top cap shall be Mahogany Sunset granite with polished top & edges.
8. Precast concrete foundation shall be supplied & installed by Wilbert.
9. Niche module to be furnished with inner seals and spanner head screwdriver for removing vandal resistant screws.

PRICE: \$ 25,527.00 + \$ 2,021.00 (8.0% sales tax) = \$ 27,278.00 Price is valid for 30 days

PAYMENT SCHEDULE:

1st Payment due after materials ordered - \$ 14,000.00

Final payment after installation - \$ 13,278.00

(Note: If columbarium wall is completed, but cannot be delivered due to weather we will invoice final amount less \$ 700.00 for delivery and then bill delivery charge after installation.)

NOTES:

Items by Owner: Site preparation, Excavation, Gravel Base, Landscaping, Benches, Site Utilities, 10ft wide access to site, etc. Shop Drawings shall be provided. I will be available for a site visit to confirm location.

If you have any questions or need any additional information please feel free to call.

Respectfully submitted,

Accepted,

Daniel G. Terhaar
 Columbarium Sales

 Dave Breazeale

 Date

Serving the Pacific Northwest and beyond for over 100 years



☎ 800-888-4573



🌐 www.wilbertprecast.com



Scott Yaeger

From: NOREPLY@des.wa.gov
Sent: Thursday, February 12, 2026 8:48 PM
To: Scott Yaeger
Cc: descarsystem@des.wa.gov
Subject: Vehicle Quote - 2026-2-254 - RITZVILLE, CITY OF - 20104

[External Email]

Vehicle Quote Number: 2026-2-254 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 28423

Dealer: Bud Clary Ford (W403)

Dealer Contact: Kathleen Brennan

Dealer Phone: (360) 423-4321 Ext: 10943

Organization Information

Organization: RITZVILLE, CITY OF - 20104

Email: scott.yaeger@ritzville-wa.us

Quote Notes: New PWD PU

Vehicle Location: RITZVILLE

Color Options & Qty

Oxford White (Z1) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2026-08009-0001	2026 Ford F-250 4WD	1	\$44,500.00	\$44,500.00
2026-08009-0002	INFORMATION ONLY: Vehicle sales tax is 8.6%.	1	\$0.00	\$0.00
2026-08009-0003	INFORMATION ONLY: Bud Clary Ford Hyundai (Clary Longview, LLC) - DES Vendor #W403, State Vendor Payee #SWV0271256	1	\$0.00	\$0.00
2026-08009-0004	INFORMATION ONLY: NEW FOR CONTRACT #28423: Delivery location must be selected, see option #0202. Standard equipment Includes TWO keys. For additional keys, see option #0210.	1	\$0.00	\$0.00
2026-08009-0005	INFORMATION ONLY: Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2027 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 27MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	1	\$0.00	\$0.00
2026-08009-0006	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. 2% cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. 10% cancellation fee if vehicle has been serialized and has specialized equipment ordered. Custom bodies cannot be cancelled. 2WD	1	\$0.00	\$0.00

and 4x2 vehicles cannot be cancelled. Absolutely NO cancellation if customer has licensed/registered vehicle.			
2026-08009-0007	INFORMATION ONLY: Chassis Upfits (service bodies, flatbeds, dump bodies, cranes, snow plows, liftgates, lighting, etc.) are available and will be installed prior to vehicle delivery. To view, at bottom of page, check the box to the right of DISPLAY UPFIT OPTIONS.	1	\$0.00 \$0.00
2026-08009-0013	Alternative Cab/Wheelbase: Crew Cab, 160WB, 6.75ft box, 10000# GVWR (W2B/160WB)	1	\$4,963.00 \$4,963.00
2026-08009-0039	Snowplow/Camper Package (4x4 Only) [Includes contents of Snow Plow Prep Package #473 and Camper Package #471: Computer selected springs for snowplow application; 190-Amp Alternator #67D w/ Gas; 410-Amp Dual Alternators #67B w/ Diesel; Rear auxiliary springs; Rear stabilizer bar; Slide-in camper certification; Tailgate Delete Cap Kit] (Not compatible with Heavy Service Front Suspension Packages #67H or #63R, Pickup Box Delete #66D) (Ford recommends also ordering dual batteries for maximum compatibility) (47B)	1	\$299.00 \$299.00
2026-08009-0051	SRW Electronic Locking Rear Axle (Only available with Single Rear Wheel) (3.31 or 3.55 w/diesel, 3.73 or 4.30 w/gas) (X3H/X3J/X3E/X4M)	1	\$422.00 \$422.00
2026-08009-0052	Trailer Brake Controller, including Smart Trailer Tow Connector (Included with XLT) (52B)	1	\$294.00 \$294.00
2026-08009-0058	Upfitter Switches (6) (located in overhead console) [Includes 190-amp (gas)/250-amp (diesel) upgraded alternator #67B] (GAS engines: May also order upgraded alternator #67E unless Pro Power is selected) (DIESEL engines: May also order upgraded alternator #67B unless Pro Power is selected) (66S)	1	\$226.00 \$226.00
2026-08009-0066	Wheel Well Liner, Front (61L)	1	\$177.00 \$177.00
2026-08009-0067	Wheel Well Liner, Rear (Not available w/ Pickup Box Delete #66D) (61M)	1	\$177.00 \$177.00
2026-08009-0069	Platform Running Boards (Extended/Crew Cabs) (18B)	1	\$437.00 \$437.00
2026-08009-0074	Remote Start System (76S)	1	\$245.00 \$245.00
2026-08009-0082	LED Roof Marker/Clearance Lamps (592)	1	\$94.00 \$94.00
2026-08009-0095	XL - Seats: Cloth 40/20/40 split bench w/ center armrest, cupholder and storage, driver side manual lumbar (Crew Cab) (TT1)	1	\$309.00 \$309.00
2026-08009-0200	INFORMATION ONLY: #200-899 Dealer Installed Options. (#200-249 Basic Dealer Options) (#250-299 Setina Manufacturing Equipment: push bumpers, window guards, partitions, prisoner seats, and more) (#300-399 Lighting: Amber lighting packages and options, Spotlights) (#400-699 Truck bed equipment: ProTech Aluminum Cab Racks, Ladder Racks and Toolboxes; Adrian Steel toolboxes; Tonneau covers: Ford hard tri-fold tonneau, Truxedo roll-up Tonneau; Bedslide cargo trays, Decked storage drawers) #700-799 Adrian Steel commercial aluminum truck cap, extended, and options) #800-849 ARE V-Series fiberglass canopies and options #900-999 Police/Fire/Amber Lighting packages installed by Day Wireless, Longview. #1000-1999 Truck bodies and upfits by Allied Body Works. (To view #900-1999 options, click on DISPLAY UPFIT OPTIONS at bottom of page).	1	\$0.00 \$0.00
2026-08009-0205	Delivery to customer location in Eastern Washington. (DLR)	1	\$450.00 \$450.00
2026-08009-0210	Two (2) Extra RKE Fob w/ Flip Key, programmed (Will give you 4 Fob/Keys total) (DLR)	1	\$387.00 \$387.00
2026-08009-0232	Mud Flaps, Front (DLR)	1	\$109.00 \$109.00
2026-08009-0233	Mud Flaps, Rear (DLR)	1	\$109.00 \$109.00
2026-08009-1331	Snow Plow Package, V Plow Package, with corrosion resistant dual 304 stainless steel moldboards with 1/2in cutting edges, tubular steel floating A-frame, dual-action angle cylinders, fully enclosed 2 HP power/hydraulic unit and regenerative hydraulics with full size SAE standard cartridge valves and oversize 3/8in rubber hoses, 70 degree attack angle and snow throwing flared wings, dual-beam	1	\$11,809.00 \$11,809.00

halogen plow lights with secure double post mounts, 2 independent 6in trip edges, laser cut steel ribs, a full length 2in cross tube, oversized hinge pin, ergonomic in-cab controller with single button control for all plow functions including v-scoop and angle.(9-1/2 Foot) (BUY GOV-VX95) (Must also order Ford Snow Plow Prep Package #473) (ABW1331)

Catalytic Converter Marking

Our organization declines catalytic converter marking

Quote Totals

Total Vehicles:	1
Sub Total:	\$65,007.00
8.6 % Sales Tax:	\$5,590.60
Quote Total:	\$70,597.60

City of Ritzville

Replacement of York 3 ton HVAC System

Prepared by - Mike Suniga

Date: 02-17-26

Kysar Mechanical	Basin	Angell Heating @ Air LLC
Trane 3 ton unit & Economizer	Carrier 3 to unit, Economizer & Thermostat	Daikin 4 ton unit, Economizer
Quote date 11/03/25 Confirmed 2/4/26	Quote date 2/13/26	Quote Date 11/4/25 Confirmed 2/3/26
\$ 13,134.70	\$ 13,829.00	
\$ 1,050.79	\$ 1,106.32	
\$ 14,185.49	\$ 14,935.32	\$ 25,633.84

CONTRACTORS SOLICITED

General Specs.

Notes:

Subtotal
Tax
Total Costs

Recommendation: Award to Kysar as lowest bidder - Budgeted in 2026 from the 301 Fund Capital Improvements

Meets Current City of Ritzville Procurement Policies & Procedures

Yes _____ Type of Award 3.1 Lowest Bidder

Purchase Recommended By: Mike Suniga Date: 2/17/2026

City Council Approved By: _____ Date: _____

KYSAR MECHANICAL INC.

PO Box 1116
 Davenport
 WA 99122
 Ph: (509) 725-5900
 Consultant: Johnny



Proposal To
RITZVILLE POLICE DEPARTMENT
 209 N Adams St
 Ritzville, WA 99169
 Ph 1: (509) 660-7625

Sales Date: 10-31-2025
 Purchase Order: RD103025DKH3
 Package type: Platinum
 Department:HVAC

Proposal: RD103025DKH3

Work To Be Performed

Our Platinum package comes with a 10-year workmanship guarantee
 Replace current gas pack system with 80% single stage Trane roof top gas pack. This installation will include: • Ductwork transitions with sealing • Condensation piping • Reconnecting existing electrical • gas lines • Manufacturer-required start-up procedures • Sealing all penetrations • Disposing of all existing equipment • Cleaning up the jobsite A walkthrough with the installation crew on system operation instructions, followed by a final walkthrough with the sales consultant, will complete the process.

Materials

SKU	Description	Qty
kmh	Trane 3 ton Gas pack withh side discharge	1
MIS-00001	misc screws, tape, caulk	1

Sales Tax: 8 %
 Sales Tax Amount: 1,050.79
 Amount: \$ 14,185.69

Platinum Guarantee

Your Platinum investment is stamped with our 10-year workmanship guarantee!
 Kysar Mechanical Inc. Platinum Investment warrants our project to be free from defects in workmanship from date of installation to the original owner with a 10-year workmanship guarantee.
Terms:
 Your 10-year guarantee is on workmanship and not a materials warranty, materials would be covered under the manufacturer's warranty. This 10-year guarantee is non-transferable from original owner and is void upon resale of This 10-year guarantee workmanship.
Qualification:
 Your investment of the Platinum System must be paid in full. During the terms of your 10-year workmanship guarantee, if defects in workmanship are found, original home owner must notify Kysar Mechanical Inc. within 10 days by telephone or e-mail and confirm by written notice.
Limitations:
 Guarantee does not cover acts of omissions of other trades, natural weathering, recommended maintenance, lightning, flood, earthquake or any natural disaster or unusual phenomenon of elements.

KYSARMI922CF

Upon Request

Agreement

Terms of agreement:

1. Investment

Client shall pay the amount of authorized proposal including all applicable sales tax, of agreement for completion of work. If there is a change at the time of sale the Investment will be adjusted accordingly.

PRE-LIEN NOTICE to (Owners Authorized Agents) By Contractor:

Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for contributions. **OWNER/OCCUPIER OF EXISTING RESIDENTIAL PROPERTY** Under the law, those who furnish labor, professional services, materials, or equipment for the repair, remodel, or alteration of your owner-occupied principal residence and who are not paid, have a right to enforce their claim for payment against your property. This claim is known as a construction lien. The law limits the amount that a lien claimant can claim against your property. Claims may only be made against that portion of the contract price you have not yet paid to your prime contractor as of the time this notice was given to you or three days after this notice was mailed to you. **COMMERCIAL AND/OR NEW RESIDENTIAL PROPERTY** We have or will be providing professional services, materials, or equipment for the improvement of your commercial or new residential project. In the event you or your contractor fail to pay us, we may file a lien against your property. A lien may be claimed for all professional services, materials, or equipment furnished after a date that is sixty days before this notice was given to you or mailed to you, unless the improvement to your property is the construction of a new single-family residence, then ten days before this notice was given to you or mailed to you. Additional information and ways to avoid lien claims. This notice is to inform you that we have or will provide professional services, materials, or equipment for the improvement of your property. We expect to be paid by the person who ordered our services, but if we are not paid, we have the right to enforce our claim by filing a construction lien against your property. **LEARN** more about the lien laws and the meaning of this notice by discussing them with your contractor, suppliers, Department of Labor and Industries, the firm sending you this notice, your lender, or your attorney. **COMMON METHODS TO AVOID CONSTRUCTION LIENS:** There are several methods available to protect your property from construction liens. The following are two of the more commonly used methods.

DUAL PAYCHECKS (Joint Checks): When paying your contractor for services or materials, you may make checks payable jointly to the contractor and the firms furnishing you this notice. **LIEN RELEASES:** You may require your contractor to provide lien releases signed by all the suppliers and subcontractors from whom you have received this notice. If they cannot obtain lien releases because you have not paid them, you may use the dual payee check method to protect yourself. **YOU SHOULD TAKE APPROPRIATE STEPS TO PROTECT YOUR PROPERTY FROM LIENS.**

2. Specific Requirements for materials and workmanship and Change Orders

Specific materials may be listed in detail on the attached estimate. The Client may request changes from the original plans. All change orders must be in writing, authorized by both parties, the Client may elect to orally authorize or approve change orders and Contractor will give a written change order before proceeding with change order. **Once a project has been started, any change orders may be assessed a fee of \$200 dollars in addition to actual change order costs.**

3. Investment amount

A 20% down on agreed investment is required at time of an authorized agreement. Remainder of balance due upon walk through of job completion. Interest may be charged at 18% APR on payments that are thirty (30) days past due.

4. Hidden, Concealed and Unforeseeable Conditions

The parties agree that in the event a condition arises that requires an extra cost, they shall proceed as follows: Contractor shall notify Client verbally at once to expedite agreement as to the charge to correct or cure such condition, and provide a written estimate as soon as practicable. All parties must agree to such extra amount, or agree to a resolution method, or this Agreement may be canceled by either of them. For purposes of this section, a "hidden, concealed and unforeseeable condition" shall mean a condition not apparent to contractor. This could include but is not limited to a sudden unavailability or scarcity of materials needed to complete project, unexpected surge in costs for materials, structural problems in original structure that prohibit a secure installation.

5. Building Codes

Contractor is agreeing to perform a specific scope of work designed or ordered by the Client or Client's architect for a specific investment. If that specific scope of work needs to be changed in order to meet applicable building codes, then the Client may authorize, at the Client's added expense, additional work in order to satisfy the building codes and inspectors. The code work will be done in accordance with the Change Order clause (#2 above).

6. Correction of Work

Prior to making final payment, the Client may inspect the work to determine if it has been completed according to agreement. Client may prepare a written list of work (a punch list) he/she believes should be completed or corrected according to Agreement. There shall be only one punch list and must be signed by the Client. The Contractor is obligated to correct all work stated on the punch list for which he/she is responsible under the terms of the agreement. Client cannot contract with any alternative contractor for the performance or completion of work, nor claim a credit or back charge for the cost of completing any item stated on the written punch list unless the Contractor shall have first been given reasonable notice and opportunity to correct the work stated on the punch list. If the Client does contract with an alternate contractor to perform the punch work or otherwise complete the project without first affording the opportunity to the Contractor to do so, the Client then agrees to accept all work "as is", waives any claim against the Contractor and agrees to pay the full Agreement Investment without deduction for uncompleted or defective work. The Contractor has the opportunity to take photos if a dispute should occur. Upon the contractor's completion or correction of the work identified on the single punch list, any amount withheld from final payment shall be paid within the next three days to the Contractor.

7. Disputes and Remedies

If a dispute cannot be resolved between the parties, then either party may file suit in an appropriate local court of jurisdiction. If suit is filed in a Superior Court, the dispute will be decided according to the mandatory arbitration rules of the county in which the suit is filed, and each party expressly waives the dollar limits currently in effect according to the mandatory arbitration rules of the county in which suit is filed. The arbitrator shall have authority to determine the amount, validity and enforceability of a lien. Each party waives their right to file any appeal and agree to accept the arbitrator's award as final and binding. If a dispute occurs and either party incurs legal expenses, the prevailing party shall be awarded its reasonable costs and attorney fees.

8. Standard Guarantee & Workmanship

Kysar Mechanical Inc warrants their workmanship for a period of: two years (for basic and gold installations) and 10-years (platinum only) as stipulated in the agreement from date of delivery / installation. They will redo all workmanship that falls per original work performed in this time period at no cost to the client. (the original home owner) The client has a period of one month following the guarantee period in which to file a claim against Kysar Mechanical Inc, however Kysar Mechanical Inc requires that notification of any workmanship claim be made within the guarantee period. Workmanship

Is defined as: "Something made, or produced". Guarantee does not cover damage or defects caused from: lack of proper maintenance, misuse, wear and tear, acts of nature, external forces not related to workmanship (i.e., other trades) the guarantee and right to sue for damages are not transferable.

9. Breach of agreement

Any claim or cause of action, regardless of whether the claim is based on breach of guarantee, breach of Agreement, indemnification or tort, must be filed in a court of competent jurisdiction no later than one (30) day following expiration of the contractor's guarantee.

Amount Terms:

Investment amount

A 20% down on agreed investment is required at time of an authorized agreement. Remainder of balance due upon walk through of job completion. Interest may be charged at 18% APR on payments that are thirty (30) days past due.

"Financing is available, click the link below."

<https://www.enhancify.com/kysarmechnical>

SIGNATURE:

Signatory Name:

Date: 10/31/2025

Time: 10:49 am

Re: Kysar Mechanical Inc.: Estimate Proposal

From Info Kysar <info@kysarmechnical.com>
Date Wed 2/4/2026 8:07 AM
To Mike Suniga <mike.suniga@ritzville-wa.us>

[External Email]

Good morning Mike,

The quote from October is still accurate, no changes have been made.
If you have any other questions, please let me know!

Warm Regards,

Sophia

CSR

509-725-5900

 **Kysar**
Mechanical Inc.

On Tue, Feb 3, 2026 at 12:03 PM Mike Suniga <mike.suniga@ritzville-wa.us> wrote:

Thanks!

From: Info Kysar <info@kysarmechnical.com>
Sent: Tuesday, February 3, 2026 12:02 PM
To: Mike Suniga <mike.suniga@ritzville-wa.us>
Subject: Re: Kysar Mechanical Inc.: Estimate Proposal

[External Email]

Hi Mike,

I will double check with Dave by tomorrow morning and will update you!

Warm Regards,

Sophia

CSR

509-725-5900

 **Kysar**
Mechanical Inc.

On Tue, Feb 3, 2026 at 11:46 AM Mike Suniga <mike.suniga@ritzville-wa.us> wrote:

Good morning,

We are looking to select a vendor to replace our unit that you quoted us in October. We are just confirming this is still an accurate quote? If not could you please send me an updated quote?

Thanks,

Mike

From: Johnny (Kysar Mechanical Inc.) <info@bidfire.us>
Sent: Friday, October 31, 2025 10:49 AM
To: Mike Suniga <mike.suniga@ritzville-wa.us>
Cc: shop@kysarmechnical.com <shop@kysarmechnical.com>
Subject: Kysar Mechanical Inc.: Estimate Proposal

[External Email]

Dear Client,

[Click here to view the proposal](#)

Any questions or comments please use the option at the bottom of the proposal to enter comments, or suggest changes to the proposal.

If everything looks correct and you would like to move forward with proposal, click the accept button and authorize the proposal. A copy of the authorized proposal will be emailed to you. We look forward to hearing from you soon!

Warm Regards,

Kysar Mechanical Inc.



P.O. Drawer D · 10158 Kinder
 Moses Lake, Washington 98837
 (509) 765-7138 · Fax (509) 765-0979
 Othello (509) 488-6611 · Ephrata (509) 754-2505

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO City Of Ritzville Police Department	PHONE 509-659-1334	DATE February 13, 2026
209 N Adams	JOB NAME 3-ton RTU Replacement	
Ritzville Wa 99169	JOB LOCATION Ritzville	
ATTEN:Mike Suniga 509-660-7625 / mike.suniga@ritzville-wa.us		JOB PHONE

We hereby submit specifications and estimates for:

3-ton Gas Roof top Package unit Replacement

Replace existing York 3 ton Gas roof top Package unit, with Carrier RTU. Change out will include ducting, Gas piping and electrical for complete installation. Boomtruck and all Permits included in price.

- Equipment**
- 1-CARRIER 48FEEA04A2A2A3**
 - 1-ECONOMIZER**
 - 1-THERMOSTAT**

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Thirteen Thousand eighth hundred twenty-nine dollars 00/100 dollars (\$ **13,829.00**).

Payment to be made as follows: **100% Balance Due Upon Completion... Plus Sales Tax**

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature Matt Mauseth

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices specifications and conditions are satisfactory and are hereby accepted. You are authorized to do The work as specified. Payment will be made as outlined above.
 Date of Acceptance _____

Signature _____

Signature _____



*HVAC Proposal for 1 RTUS.
Ritzville Police Department
209 N Adams St.
Ritzville, WA 99169*

- Proposal for work to be done:
- *Supply and install one Daikin RTU 4-ton side discharge unit. Supply and install one economizer per code. Reconnect gas line and soap to check for leaks. Reconnect duct work and seal duct work so there are no leaks. Reconnect electrical to unit and any upgrades as needed per code. Do a start up on the roof top, to check for operation of unit. Crane does include traffic control.*

*Equipment: \$9,833.84
Labor: \$4,800.00
Electrical: \$3,500
Crane: \$6,500
Etc. \$1,000.00 (tape, duct sealer, etc.)*

● Estimated Labor: 4 HVAC installation technicians for 1 business day.

Price for this Project is \$25,633.84 plus permits and tax.

Warranty

- Unit installation come with a one-year labor warranty and a free tune-up/ Inspection before the year warranty has ended

Exclusions:

- Plaster/sheetrock repair (if required)
- Line voltage to units being installed will be provided by separate contractor.
- Roof is currently under warranty. ABHS is responsible for roof repairs

Terms and Conditions: Any extra costs will be executed upon written orders. Angell Heating & Air LLC is licensed, bonded, and insured. A Disclosure Statement/Notice to Costumers must be signed prior to starting work. **\$12,816.92** is due prior to starting work. Remaining balance of **\$12,816.92** (does not include cost of permits) will be paid in completion. Pricing is subject to change after 30 days.



Angell Heating & Air LLC

LIC # ANGELHA790R3

A service charge of 1.5% will be made on past due accounts every 30 days.

Acceptance of Proposal- *The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.*

Signature: _____

Date of Acceptance: _____

Re: police station rtu replacement

From Mike Suniga <mike.suniga@ritzville-wa.us>
Date Fri 2/13/2026 10:11 PM
To Angell Heating & Air <angell.heatingair@gmail.com>

Thanks for letting me know. We have a council meeting on Tuesday and we should get an answer.

Thanks,

Mike

From: Angell Heating & Air <angell.heatingair@gmail.com>
Sent: Monday, February 9, 2026 3:04 PM
To: Mike Suniga <mike.suniga@ritzville-wa.us>
Subject: Re: police station rtu replacement

[External Email]

Hey Mike,
We just got word from our supply houses that rates will increase in March. In order to keep the same bid we would need to get the materials ordered before the end of February.
Please let us know your thoughts and how you would like to proceed.
Thank you.

On Sun, Feb 8, 2026 at 6:26 PM Mike Suniga <mike.suniga@ritzville-wa.us> wrote:

Thanks!

From: Angell Heating & Air <angell.heatingair@gmail.com>
Sent: Wednesday, February 4, 2026 3:36 PM
To: Mike Suniga <mike.suniga@ritzville-wa.us>
Subject: Re: police station rtu replacement

[External Email]

Hi Mike.
This bid is still valid.

Please let me know if you have any questions

Have a great day
Stephanie Angell

On Tue, Feb 3, 2026, 11:43 AM Mike Suniga <mike.suniga@ritzville-wa.us> wrote:

Good morning,

I wanted to confirm the document "riz police" is still an accurate price. We are looking to move select a vendor to move forward with this project to begin in March.

Thanks,

Mike

From: Angell Heating & Air <angell.heatingair@gmail.com>

Sent: Tuesday, November 4, 2025 12:08 PM

To: Mike Suniga <mike.suniga@ritzville-wa.us>

Subject: Fwd: police station rtu replacement

[External Email]

----- Forwarded message -----

From: **christopher smallwood** <chrisangell.heatingair@gmail.com>

Date: Tue, Nov 4, 2025, 8:14 AM

Subject: police

To: <angell.heatingair@gmail.com>



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0-49 Employees.....3,203 Annually

50-99 Employees.....4,428 Annually

100+ Employees.....5,598 Annually



This group of professionals provide amazing support and guidance for our HR practitioners and business operators.

They are so thorough in their work and so wonderful to work with. From Employment Law to Human Resources and beyond, they have provided us with the best information and training I could hope for over the last decade.

The confidence Associated Industries gives us with their professional and timely support and guidance is invaluable and so appreciated.

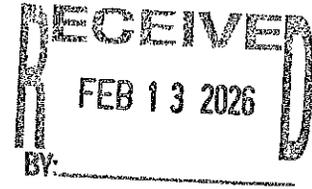
-Dana Wilson, Pawn 1



I know that all I have to do is send an email or call the **Member Care Team**, and they will come to my rescue (their response time is phenomenal, by the way). Not only do they provide an answer to my question, but they also provide a reason for the answer. I always walk away a bit wiser after working with Associated Industries!

-Current Member

*Our attorneys are licensed in Washington, Idaho, and Montana. Direct representation or litigation services are not offered. Membership is an annual term.



13 FEBRUARY 2026

CITY / SCOTT

I WISH TO RESIGN FROM MY POSITION
ON THE PLANNING COMMISSION AS IT IS
NO LONGER WORKING FOR ME. THANKS
FOR THE CHANCE TO SERVE.

SINCERELY,

JOHN RANKIN