



Meeting Location:
City Hall
Council Chambers
216 Prospect Street
Port Orchard, WA 98366

Contact us:
Phone (360) 876-4407
Email cityhall@portorchardwa.gov
www.portorchardwa.gov

City Council Regular Meeting Tuesday, March 10, 2026 6:30 PM

Pursuant to the Open Public Meetings Act, Chapter 42.30 RCW, the City Council is conducting its public meeting in a hybrid format with options for in-person attendance in the Council Chambers at City Hall or remote viewing and participation via Zoom (link below). The meeting is streamed live on the City's YouTube channel, click [here](#).

Remote Access

Link: <https://us02web.zoom.us/j/89294675108>
Zoom Meeting ID: 892 9467 5108
Zoom Call-In: 1 253 215 8782

Guiding Principles

Are we raising the bar in all of our actions?
Are we honoring the past, but not living in the past?
Are we building positive connections with our community and outside partners?
Is the decision-making process building a diverse, equitable, and inclusive community?

1. Call to Order

A. Pledge of Allegiance

2. Approval of Agenda

3. Citizen Comments

(This is an opportunity for citizens to address the City Council on agenda items that are not associated with a Public Hearing on this agenda. Comments are limited to 3 minutes. Please approach the podium or raise your Zoom hand if viewing remotely and wait to be recognized by the Mayor. Then, state your name for the official record. If you are attending remotely by Zoom via telephone, enter *9 from your keypad to raise your hand.)

4. Consent Agenda

(Items listed are to be considered routine in nature and are grouped together in a single motion. A Councilmember may remove an item for separate consideration upon request. In the event of such request, the item is placed under Business Items.)

A. Approval of Vouchers and Electronic Payments

B. Approval of Payroll and Direct Deposits

C. Adoption of a Resolution Authorizing the City of Port Orchard to Participate in The Interlocal Purchasing System (TIPS) (Ryan)

- D. Authorizing the Mayor to Execute a Cybersecurity Grant Agreement with the Homeland Security Administration(HSA)/Cybersecurity and Infrastructure Security Agency(CISA) for the implementation of an Immutable Backup System under the 24SLCGP Grant Program (Crocker)
- E. Approval of Road Closures for a Special Event: The Unforgotten: Run to Tahoma (Wallace)
- F. Approval of Minutes: February 10, 2026, City Council Regular Meeting

5. Presentation

- A. Recognition of the volunteer service of Reserve Police Officer Dustin McClure (M. Brown)
- B. Port Orchard Farmers Market (Erika Anderson, President)

6. Public Hearing

(Accepting public testimony from citizens limited to the specific items listed.)

7. Business Items

- A. Adoption of a Resolution Authorizing the Mayor to Execute a Contract with Baumwelt, PLLC for the Givens Park Master Plan Project (Ryan)
- B. Approval o Minutes: February 17, 2026, City Council Work Study Meeting

8. Discussion Items

(No Action to Be Taken.)

9. Reports of Council Committees

(Three council members serve on the committee with staff to make collaborative recommendations about work product. Staff then prepares the items for full Council consideration based on the Committee's discussion.)

- A. Council Advisory Committees

10. Report of Mayor

11. Report of Department Directors

12. Citizen Comments

(This is an opportunity for citizens to address the City Council on any items that are not associated with a Public Hearing on this agenda. Comments are limited to 3 minutes. Please approach the podium or raise your Zoom hand if viewing remotely and wait to be recognized by the Mayor. Then, state your name for the official record. If you are attending remotely by Zoom via telephone, enter *9 from your keypad to raise your hand.)

13. Good of the Order

14. Executive Session

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

15. Adjournment

ADA Requirements

In compliance with the American with Disabilities Act, if you need accommodations to participate in this meeting, please contact the City Clerk's office at (360) 876-4407. Notification at least 48 hours in advance of meeting will

enable the City to make arrangements to assure accessibility to this meeting.

Reminder: Please silence all electronic devices while City Council is in session.

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For Committee Membership please visit <https://portorchardwa.gov/city-council-advisory-committees/>.



City of Port Orchard

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Agenda Staff Report

Consent Agenda: 4.C. Adoption of a Resolution Authorizing the City of Port Orchard to Participate in The Interlocal Purchasing System (TIPS) (Ryan)

Meeting Date: March 10, 2026

Presenter: Denis Ryan, Public Works Director

Summary and Background:

The City of Port Orchard routinely purchases a wide range of materials, supplies, equipment, and services to support both daily operations and project delivery. In addition to competitive bidding, Washington State law permits cooperative purchasing as an efficient and cost effective procurement method. The Interlocal Purchasing System (TIPS) is a national cooperative purchasing program offered through the Region VIII Education Service Center in Pittsburg, Texas. TIPS provides competitively bid and awarded vendor contracts across numerous service and commodity categories. Participation in TIPS is permitted when authorized by the City Council via resolution, consistent with the Interlocal Cooperation Act, RCW 39.34. The TIPS Resolution provided for Council consideration authorizes City participation. By joining TIPS, the City will gain an additional procurement tool that is expected to streamline purchasing processes, reduce administrative workload, and improve pricing through nationally aggregated cooperative contracts.

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends that the City Council adopt a Resolution authorizing the City of Port Orchard to participate in The Interlocal Purchasing System (TIPS), a national cooperative purchasing program administered by the Region VIII Education Service Center in Pittsburg, Texas.

Motion for Consideration: I move to adopt a Resolution authorizing the City of Port Orchard to participate in The Interlocal Purchasing System (TIPS) for the procurement of materials, equipment, supplies, and services.

Has item been presented to Committee/Work Study? No

If so, which one: No.

Fiscal Impact: No direct fiscal impact. Any purchases made through TIPS contracts will be budgeted and expended within the City's adopted biennial budget.

Alternatives: Do not approve and provide further guidance.

Attachments:

1. RESOLUTION_-_TIPS_COPO
2. Resolution_-_TIPS

RESOLUTION NO. 000-00

~~A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE PROCUREMENT OF GOODS AND SERVICES FROM OR THROUGH THE UNITED STATES FEDERAL GOVERNMENT, GENERAL SERVICES ADMINISTRATION (GSA), PRUSUANT), PRUSUANT TO RCW 39.31.090. A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING PARTICIPATION IN THE INTERLOCAL PURCHASING SYSTEM (TIPS) THROUGH REGION VIII EDUCATION SERVICE CENTER, AND AUTHORIZING EXECUTION OF ALL DOCUMENTS NECESSARY FOR MEMBERSHIP AND USE OF COOPERATIVE CONTRACTS.~~

~~WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes local governments to enter into cooperative agreements to make efficient use of their powers and resources; and RCW 39.34, the Interlocal Cooperation Act, authorizes local governments to cooperate with other governmental entities to make efficient use of their powers and resources; and~~

~~WHEREAS, The Interlocal Purchasing System (TIPS) is a national cooperative purchasing program administered by Region VIII Education Service Center in Pittsburg, Texas, offering competitively bid and awarded vendor contracts for use by governmental entities; and RCW 39.32.090 permits any city or town to acquire supplies, materials, or equipment from and through the United States federal government in reliance on the procurement process utilized by the federal government where such purchases are made pursuant to duly adopted rules or regulations of the governing body; and~~

~~WHEREAS, participation in TIPS provides access to competitively awarded contracts that may result in cost savings and streamlined procurement processes for the City, consistent with State and City procurement requirements; and the City Council of the City of Port Orchard desires to authorize the City to utilize the United States General Services Administration (GSA) contracts as an additional means of streamlined and effective procurement; and~~

~~WHEREAS, the City Council of the City of Port Orchard finds it is in the best interest of the City to join TIPS and to authorize execution of the required membership documents; now, therefore, the City Council finds that utilizing GSA contracts will provide the City with competitive pricing and streamlined procurement processes consistent with applicable State and City procurement requirements; Now, therefore,~~

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

THAT: The City of Port Orchard is hereby authorized to participate in The Interlocal Purchasing System (TIPS) and to utilize TIPS cooperative purchasing contracts for the procurement of materials, supplies, equipment, and services~~The Port Orchard City Council hereby authorizes the use of United States General Services Administration (GSA) contracts for the procurement of materials, equipment, supplies, and services for the City.~~

THAT:~~The:~~ The Mayor, or designee, is authorized to take such actions and execute such agreements as may be necessary to carry out the intent of this resolution.

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

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the Clerk in authentication of such passage this ~~9th day of September, 2025.~~10TH DAY March, 2026.

Robert Putaansuu, Mayor

ATTEST:

City Clerk, Brandy Wallace, MMC

RESOLUTION

(Please check)

☐ Governing Board

☐ Commissioners Court

STATE OF _____ COUNTY OF _____

THE REGION VIII EDUCATION SERVICE CENTER for THE INTERLOCAL PURCHASING SYSTEM

And

(Name of Entity applying for Membership in TIPS)

WHEREAS, the entity listed above, pursuant to the authority granted by the applicant's state purchasing Requirements, desires to participate in The Interlocal Purchasing System (TIPS). TIPS is a National Cooperative Purchasing Program offered by Region VIII Education Service Center, located in Pittsburg, Texas, (Camp County). Participation, through membership and utilization of competitively bid and awarded vendor contracts in a cooperative purchasing program specializing in the management of high quality cooperative procurement solutions will be beneficial to the taxpayers through the anticipated savings to be realized by such entity listed above.

Therefore, be it RESOLVED, that the entity listed above has identified a stated need for participation in The Interlocal Purchasing System (TIPS) whereby _____ is
(Name of Authorized Person)

authorized and directed to sign and deliver any and all necessary documents herewith for and on behalf of above named entity requesting membership in TIPS. I certify that the foregoing is a true and correct original Resolution duly adopted by the _____
(Name of Entity applying for Membership in TIPS)

and is filed on record with TIPS.

In witness thereof, I have set my hand and signature this _____ day of _____, 20____.

By: _____
(Authorized Signature for Entity) (Printed Name)

(Title or Position) (email address)

This legal document will remain current on file until either party severs the agreement.



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Agenda Staff Report

Consent Agenda: 4.D. Authorizing the Mayor to Execute a Cybersecurity Grant Agreement with the Homeland Security Administration(HSA)/Cybersecurity and Infrastructure Security Agency(CISA) for the implementation of an Immutable Backup System under the 24SLCGP Grant Program (Crocker)

Meeting Date: March 10, 2026

Presenter: Noah Crocker, Finance Director

Summary and Background:

The City of Port Orchard is embarking on a critical cybersecurity project focused on enhancing its data resilience and recovery capabilities. The project involves the purchase and implementation of an immutable enterprise backup hardware solution. This initiative aims to establish an unalterable, tamper-proof copy of the City's vital digital data, providing the ultimate last line of defense against modern cyber threats, particularly ransomware, accidental deletions, and insider attacks. At a high level, the project will identify and acquire specialized backup hardware designed with immutability features (meaning data, once written, cannot be modified or deleted for a set retention period). This hardware will be integrated into the City's existing IT infrastructure to capture regular backups of all critical systems, applications, and data. The primary objective is to ensure that even if the City's primary systems or traditional backups are compromised, a clean, verifiable, and untouched copy of the data remains available for rapid and complete recovery, thereby guaranteeing business continuity for essential City services.

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends that the City Council authorize the Mayor to execute the SLCGP (State and Local Government Grant Program) Grant Agreement with HSA/CISA to accept grant monies for the implementation of an Immutable Backup System.

Motion for Consideration: I move to authorize the Mayor to execute the SLCGP (State and Local Government Grant Program) Grant Agreement with HSA/CISA to accept grant monies for the implementation of an Immutable Backup System.

Has item been presented to Committee/Work Study? Yes

If so, which one: Finance Committee

Fiscal Impact: The grant agreement provides \$48,500 for the selection, implementation, training, and support of an Immutable Backup System.

Alternatives: Do not accept the grant and provide alternate direction.

Attachments:

1. E26-142_Port_Orchard_24SLCGP

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

1. Subrecipient Name and Address: City of Port Orchard 216 Prospect Street City Hall Port Orchard, WA 98366		2. Grant Agreement Amount: \$48,500		3. Grant Agreement Number: E26-142	
4. Subrecipient Contact, phone/email: Sean Dunham, 360-252-9029 sdunham@portorchardwa.gov		5. Grant Agreement Start Date: December 13, 2024		6. Grant Agreement End Date: January 31, 2027	
7. Department Contact, phone/email: Courtney Bemus, 253-512-7141 courtney.bemus@mil.wa.gov		8. Unique Entity Identifier (UEI): C12QPGL3JE64		9. UBI # (state revenue): 182-000-005	
10. Funding Authority: Washington Military Department (the Department) and the U.S. Department of Homeland Security (DHS)					
11. Federal Funding Identification #: EMW-2024-CY-05188		12. Federal Award Date: 12/13/2024		13. Assistance Listings # & Title: 97.137 – 24SLCGP	
14. Total Federal Award Amount: \$5,621,825		15. Program Index # & OBJ/SUB-OBJ: 745C3 (State), 745C4 (Local-Rural), 745C5 (Local-Not Rural) / NZ			16. EIN 91-6001487
17. Service Districts: BY LEGISLATIVE DISTRICTS: 26 BY CONGRESSIONAL DISTRICTS: 6		18. Service Area by County(ies): Kitsap		19. Women/Minority-Owned, State Certified: ☒ N/A ☐ NO ☐ YES, OMWBE # _____	
20. Agreement Classification ☐ Personal Services ☐ Client Services ☒ Public/Local Gov't ☐ Research/Development ☐ A/E ☐ Other _____			21. Contract Type (check all that apply): ☐ Contract ☒ Grant ☒ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency		
22. Subrecipient Selection Process: ☒ "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐ NO			23. Subrecipient Type (check all that apply) ☐ Private Organization/Individual ☐ For-Profit ☒ Public Organization/Jurisdiction ☐ Non-Profit ☐ CONTRACTOR ☒ SUBRECIPIENT ☐ OTHER		
24. PURPOSE & DESCRIPTION: The goal of the Federal Fiscal Year (FFY) 2024 State and Local Cybersecurity Grant Program (24SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Strengthening cybersecurity practices and resilience of SLT governments is an important homeland security mission and the primary focus of the SLCGP. Through funding from the Infrastructure Investment and Jobs Act (IIJA), referred to as the Bipartisan Infrastructure Law (BIL), the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies to strengthen the security of critical infrastructure and improve the resilience of the services SLT governments provide their communities. The Department is the Recipient and Pass-through Entity of the 24SLCGP DHS Award Letter for Grant No. EMW-2024-CY-05188 ("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: _____ Signature Date Seth Daniel Nickerson, Chief Financial Officer Washington State Military Department BOILERPLATE APPROVED TO FORM: David Merchant 7/8/2025 Assistant Attorney General FOR THE SUBRECIPIENT: _____ Signature Date Sean Dunham, I.T. Manager City of Port Orchard APPROVED AS TO FORM (if applicable): _____ Signature Date					

SPECIAL TERMS AND CONDITIONS

ARTICLE I. KEY PERSONNEL

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

SUBRECIPIENT		DEPARTMENT	
Name	Sean Dunham	Name	Courtney Bemus
Title	I.T. Manager	Title	Program Coordinator
Email	sdunham@portorchardwa.gov	Email	courtney.bemus@mil.wa.gov
Phone	360-252-9029	Phone	253-512-7141
Name	Jake Langston	Name	Melissa Berry
Title	I.T. Specialist	Title	Program Manager
Email	jlangston@portorchardwa.gov	Email	melissa.berry@mil.wa.gov
Phone	360-329-3789	Phone	253-384-7226
Name	Noah Crocker	Name	General Information
Title	Finance Director	Email	preparedness.grants@mil.wa.gov
Email	ncrocker@portorchardwa.gov		
Phone	360-876-7023		

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 24SLCGP, including, but not limited to, all criteria, restrictions, and requirements of *"The U.S. Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2024 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 24SLCGP 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 subrecipient:
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 24SLCGP 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 24SLCGP 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 24SLCGP 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 this Agreement (Attachment C).

- iv. The Subrecipient must follow their own policies and procedures to eliminate or reduce the impact of conflicts of interest when making subawards, adhering to any applicable federal or state statutes or regulations. Any real or potential conflicts of interest must be reported to the Department in writing upon discovery

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.
- d. 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 fifteen percent (15%) or 15% of modified total direct costs or choose to negotiate a higher rate with the Department. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <https://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without prior written approval by Department Key Personnel. All international travel requires prior FEMA approval.
- 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 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). 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. For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. 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). If funds are not required, the Subrecipient shall notify the Department Key Personnel.
- i. All costs for equipment and supplies must be incurred, and items received, before the Grant Agreement End Date.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline [Attachment F]) will prohibit the Subrecipient from being reimbursed until such reports are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. A written amendment will be required if the Subrecipient expects cumulative transfers among solution area totals, as identified in the Budget (Attachment E), to exceed ten percent (10%) of the Grant Agreement Amount. Any changes to solution area totals not in compliance with this paragraph will not be reimbursed without approval from the Department.
- m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

- a. Biannual reports must be submitted to Reimbursements@mil.wa.gov in the format provided by the Department no later than the dates listed within the Timeline (Attachment F) in the format provided by the Department.
- b. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachments D) activities in the format provided by the Department.
- c. With the final reimbursement request, the Subrecipient shall submit to Reimbursements@mil.wa.gov a final report in the format provided by the Department describing all completed activities under this Agreement.
- d. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department an Audit Certification/FFATA Form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

4. EQUIPMENT AND SUPPLY MANAGEMENT

- a. The Subrecipient and any subrecipient to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327, and all Washington State procurement statutes, 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 subrecipient 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 \$10,000 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 ten thousand dollars (\$10,000) 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 ten thousand dollars (\$10,000) may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2) and the Subrecipient shall notify Department Key Personnel to initiate approval by the federal awarding agency.

- C. Notify Department Key Personnel to initiate the disposition process by the federal awarding agency.
- ix. Records for equipment shall be retained by the Subrecipient for a period of six (6) years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. Equipment purchases (those with a current per-unit fair market value in excess of \$10,000) must be identified and explained to the Department. Use, management, and disposition of such equipment is subject to requirements outlined in 2 CFR 200.313. Before making such purchases, the Subrecipient should analyze the cost benefits of purchasing versus leasing equipment, especially those subject to rapid technical advances.
- c. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- d. If funding is allocated to support emergency communications activities, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at <https://www.cisa.gov/safecom/funding>, including provisions on technical standards that ensure and enhance interoperable communications.
- e. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)*, Pub. L. No. 115-232 (2018) and 2 CFR 200.216, 200.327, 200.471, and Appendix II to 2 CFR 200. 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 Manual and 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 subrecipient 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; installation of sonar system; 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 will not be reimbursed.

6. PROCUREMENT

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

- a. For all contracts expected to exceed the simplified acquisition threshold, per 2 CFR 200.1, the Subrecipient must notify the Department. The Department may request pre-procurement documents, such as request for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any subrecipient to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for requesting and reviewing pre-procurement documents.
- b. For all sole source contracts expected to exceed the micro-purchase threshold per 2 CFR 200.1, the Subrecipient must submit justification to the Department for review and approval. This requirement must be passed on to any subrecipient to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications to any subrecipient to which Subrecipient makes any award.
- c. The Subrecipient as well as its contractors and subcontractors must comply with the Build America, Buy America Act (BABAA), which was enacted as a part of the Infrastructure Investment and Jobs Act §§ 70901-70297, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. BABAA requires any infrastructure project receiving federal funding must ensure:
 - i. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from initial melting stage through the application of coatings, occurred in the United States.
 - ii. All manufactured products must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55% of the total cost of all minimum amount of domestic content of manufactured product, unless subject to another standard.

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

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

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

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

7. SUBRECIPIENT MONITORING

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities is to ensure that subrecipients receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an *Audit Certification/FFATA Form*. Reporting requirements are referenced in section 3.d.
- 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, Budget, 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 subrecipient 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)

- a. 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. Pursuant to FEMA Policy FP-256-23-001 (www.fema.gov/sites/default/files/documents/fema_policy-language-access.pdf) this requirement applies to anyone awarded FEMA funding. Complying with the requirement to provide 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. Subrecipients are encouraged to perform and document their analysis of the most appropriate language assistance services necessary to ensure a LEP individual has meaningful access to the Subrecipient's programs and activities. The analysis should consider:
 - i. The number or proportion of LEP individuals eligible to be served or likely encountered by the program
 - ii. The frequency with which LEP individuals come in contact with the program
 - iii. The nature and importance of the program, activity, or service provided by the program to people's lives
 - iv. The resources available to the program and costs

B. SLCGP SPECIFIC REQUIREMENTS

- 1. The Subrecipient must use SLCGP funds only to perform tasks as described in the Work Plan (Attachments D) and the Subrecipient's approved application for funding incorporated into this Agreement.
- 2. Subrecipients are required to annually complete the Nationwide Cybersecurity Review (NCSR) <https://www.cisecurity.org/ms-isac/services/ncsr>, a free, anonymous, annual self-assessment designed to measure gaps and capabilities of a SLT's cybersecurity programs to benchmark and measure progress of improvement in their cybersecurity posture. Due dates are included in the

Timeline (Attachment F). For more information, visit [Nationwide Cybersecurity Review \(NCSR\) \(cisecurity.org\)](#).

3. Subrecipients are required to participate in free cyber hygiene services, specifically vulnerability scanning and web application scanning. To register for these services, email vulnerability@cisa.dhs.gov with the subject line "Requesting Cyber Hygiene Services – SLCGP" to get started. Indicate in the body of your email that you are requesting this service as part of the SLCGP. For more information, visit CISA's [Cyber Hygiene Information Page](#).
4. Subrecipients may retain a maximum of up to five percent of the Grant Agreement Amount for management and administration (M&A) activities, directly relating to the management and administration of SLCGP funds, such as financial management and monitoring.

C. DHS TERMS AND CONDITIONS

As a subrecipient of 24SLCGP funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 24SLCGP Award Letter and its incorporated documents for the Grant, which are incorporated in and made a part of this Agreement (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. **“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.
- d. **“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. The 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.

Except as provided herein, 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. If the ADA does not apply to the Subrecipient because the Subrecipient is a federal recognized Indian Tribe, then the acceptance by the Tribe of, or acquiescence to, these General Terms and Conditions does not change or alter its inapplicability to the 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.

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, 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 subrecipient 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 Subrecipient 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.

Subrecipients of a federal award, that expend **\$1,000,000** 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. Subrecipients that spend less than **\$1,000,000** 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 "subrecipient" means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award.

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 (WBEs): 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. Except for as provided herein, venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington, and the Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington. Provides, that if the Subrecipient is a federally recognized Indian Tribe, the parties agree that, in the event either party to this Agreement commences any suit relating to or arising from the Agreement, the United States District Court for the Western District of the State of Washington shall have the sole and exclusive jurisdiction over such proceeding. If the court lacks federal subject matter jurisdiction, then the Tribe agrees to waive its sovereign immunity from suit for the limited purpose of permitting the State to enforce the terms of this Agreement in the Superior Court of Washington under Washington law, and venue for such suit shall be the Superior Court of Thurston County, Washington. This limited waiver of sovereign immunity is solely for the benefit of the State. This limited waiver of sovereign immunity shall not be for, nor shall it be construed as for, the benefit of any other person or entity, and the Tribe does not waive its immunity with respect to any action brought by, or on behalf of, any other entity or person.

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.

**24SLCGP Award Letter
EMW-2024-CY-05188****Award Letter**

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

Effective date: 12/13/2024



Melissa Berry
MILITARY DEPARTMENT, WASHINGTON STATE
BUILDING 1 MILITIA DR STATE FINANCIAL SERVICES
CAMP MURRAY, WA 98430

EMW-2024-CY-05188

Dear Melissa Berry,

Congratulations on behalf of the Department of Homeland Security, your application submitted for the FY 2024 State and Local Cybersecurity Grant Program, has been approved in the amount of \$5,621,825.00 in Federal funding. This award of federal assistance is executed as a Grant. As a condition of this award, you are required to contribute non-Federal funds equal to or greater than \$2,409,354.00 for a total approved budget of \$8,031,179.00. Please see the FY 2024 State and Local Cybersecurity Grant Program (SLCGP) for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Award Summary - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- FY 2024 State and Local Cybersecurity Grant Program Notice of Funding Opportunity
- Information Bulletin XXX: Updated Fiscal Year 2024 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.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert Farmer", is written over a horizontal line.

Robert Farmer
Acting Deputy Assistant Administrator
Acting Deputy Assistant Administrator Grant Programs Directorate

Award Summary

Program: Fiscal Year 2024 State and Local Cybersecurity Grant Program

Recipient: MILITARY DEPARTMENT, WASHINGTON STATE

UEI-EFT: D2EJRGZ2PLG8-0001

DUNS number: 8088833830001

Award number: EMW-2024-CY-05188

Summary description of award

The purpose of the Fiscal Year 2024 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. The terms of the approved Investment Justification(s) and Project Worksheet (Budget Detail) 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 FEMA GO 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.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

// due to new system inclusion of information without context, pages 3-7 not included – available on request //

Agreement Articles

Program: Fiscal Year 2024 State and Local Cybersecurity Grant Program

Recipient: MILITARY DEPARTMENT, WASHINGTON STATE

UEI-EFT: D2EJRGZ2PLG8-0001

DUNS number: 8088833830001

Award number: EMW-2024-CY-05188

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Article 1	Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications I. 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 federal awarding agency.
Article 2	General Acknowledgements and Assurances Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. 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 and 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 required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must 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 these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.
Article 3	Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal award 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 award funds.

Article 4	Activities Conducted Abroad Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.
Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	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. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 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 7	Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award 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 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 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. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 9	Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) 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, 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 10	Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.
Article 11	Debarment and Suspension Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as 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 12	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 the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	Duplicative Costs Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14	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. No. 92-318 (codified as amended at 20 U.S.C. § 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. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.
Article 15	E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
Article 16	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 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 17	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 18	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 19	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

Article 20	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list) 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. § 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 21	Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award 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. § 2225a.
Article 22	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. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. 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 23	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. § 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 24	Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal 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. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 25	National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) 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 26	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 27	Non-Supplanting Requirement Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
Article 28	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
Article 29	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Article 30	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. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. 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 31	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 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 32	Reporting of Matters Related to Recipient Integrity and Performance 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 the federal award, then the recipient 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 by reference.
Article 33	Reporting Subawards and Executive Compensation For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 34**Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 35	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. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment CISA.
Article 36	Terrorist Financing Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.
Article 37	Trafficking Victims Protection Act of 2000 (TVPA) Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.
Article 38	Universal Identifier and System of Award Management 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 reference.
Article 39	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. §§ 175–175c.
Article 40	Use of DHS Seal, Logo and Flags Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 41	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Article 42**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that could have an impact on the environment 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; Endangered Species Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA 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, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43**Applicability of DHS Standard Terms and Conditions to Tribal Nations**

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

Article 44**Acceptance of Post Award Changes**

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.

Article 45	Disposition of Equipment Acquired Under the Federal Award When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).
Article 46	Prior Approval for Modification of Approved Budget Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as 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(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 47	Indirect Cost Rate 2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.
Article 48	Build America, Buy America (BABA) Act Required Contract Provision & Self-Certification In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to the Build America, Buy America (BABA) Act must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABA.

Article 49	Funding Hold: Additional Information Required FEMA has placed a funding hold on this award, and \$5,293,300.75 is on hold in the FEMA financial systems. Until the hold is released, the recipient is prohibited from obligating, expending, or drawing down the federal funds identified in this Article. To release this hold, additional information is required for the project/investment identified below. Please contact the relevant Preparedness Officer or Grants Management Specialist to receive further guidance on the steps required to release this hold. • Project/Investment # IJ TBD - IJ TBD : \$5,293,300.75, IJ TBD. If you believe this funding hold was placed in error, please contact the relevant Preparedness Officer or Grants Management Specialist.
Article 50	Funding Hold: Indirect Cost Rate Information Required FEMA has placed a funding hold on this award, and \$47,433.00 budgeted for indirect costs is on hold in the FEMA financial systems. The MILITARY DEPARTMENT, WASHINGTON STATE is prohibited from obligating, expending, or drawing down the federal funds identified in this Article. To release the funding hold, the recipient must provide a fully executed indirect cost rate agreement negotiated between the recipient and its cognizant Federal agency. If the MILITARY DEPARTMENT, WASHINGTON STATE does not have a current indirect cost agreement, the recipient must contact the relevant Program Analyst or Grants Management Specialist for further instructions. If you believe this funding hold was placed in error, please contact the relevant Program Analyst or Grants Management Specialist.
Article 51	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 F.4 Programmatic Performance Reporting Requirements.

Obligating document

1. Agreement No. EMW-2024-CY-05188	2. Amendment No. N/A	3. Recipient No. 916001095	4. Type of Action AWARD	5. Control No. WX01057N2025T		
6. Recipient Name and Address MILITARY DEPARTMENT, WASHINGTON STATE CAMP MURRY BUILDING 1 CAMP MURRAY, WA 98430		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Melissa Berry	9a. Phone No. 2535127065	10. Name of FEMA Project Coordinator State and Local Cybersecurity Grant Program Grant Program		10a. Phone No. 1-877-585-3242		
11. Effective Date of This Action 12/13/2024	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST REIMBURSEMENT		14. Performance Period 12/13/2024 to 12/12/2028 Budget Period 12/13/2024 to 12/12/2028		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listing No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
SLCGP	97.137	2025-IF-PA11 - P410-xxxx-4101-D	\$0.00	\$5,621,825.00	\$5,621,825.00	See Totals
Totals			\$0.00	\$5,621,825.00	\$5,621,825.00	\$2,409,354.00
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)						DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title) Robert Farmer, Acting Deputy Assistant Administrator Acting Deputy Assistant Administrator Grant Programs Directorate						DATE 12/13/2024

WORK PLAN

FY 2024 State and Local Cybersecurity Grant Program

The purpose of this attachment is to identify the activities planned by the Subrecipient under this Grant Agreement, funded by SLCGP and required match funding, and subsequently approved by the Washington SLCGP Planning Committee and CISA/FEMA, and determined allowable by the SLCGP Program Manager.

PROJECT #1 TITLE *Resilience Through Immutability***PROJECT DESCRIPTION**

The City of Port Orchard is embarking on a critical cybersecurity project focused on enhancing its data resilience and recovery capabilities. The project involves the purchase and implementation of an immutable enterprise backup hardware solution. This initiative aims to establish an unalterable, tamper-proof copy of the City's vital digital data, providing the ultimate last line of defense against modern cyber threats, particularly ransomware, accidental deletions, and insider attacks.

At a high level, the project will identify and acquire specialized backup hardware designed with immutability features (meaning data, once written, cannot be modified or deleted for a set retention period). This hardware will be integrated into the City's existing IT infrastructure to capture regular backups of all critical systems, applications, and data. The primary objective is to ensure that even if the City's primary systems or traditional backups are compromised, a clean, verifiable, and untouched copy of the data remains available for rapid and complete recovery, thereby guaranteeing business continuity for essential City services.

GAP BEING ADDRESSED

The immutable enterprise backup hardware solution project for the City of Port Orchard primarily addresses the critical gap in reliable and tamper-proof data recovery capabilities, particularly against sophisticated ransomware attacks and malicious insider threats.

Capability Assessment and Identified Gap:

A capability assessment, conducted internally by the City's IT department or through an external cybersecurity audit, have revealed the following gaps in the City's existing backup and recovery infrastructure:

- Vulnerability of Traditional Backups to Ransomware:
 - o The Gap: The current backup solution, while perhaps adequate for accidental deletions or hardware failures, is susceptible to compromise by modern ransomware. Sophisticated ransomware strains are designed to not only encrypt primary production data but also to seek out and encrypt or delete traditional backup copies that are online or accessible from the compromised network. This leaves organizations with no viable recovery point, forcing them to pay ransoms or suffer catastrophic data loss.
 - o Assessment Findings: This would have been identified through:
 - § Lack of Air-Gapping/Isolation: Backups are stored on network-attached storage (NAS), a server, and a cloud service that is continuously connected to the City's primary network. This "flat network architecture" for backups means if the production environment is breached, the backup environment is often just as vulnerable.
 - § Absence of Immutability/WORM (Write Once, Read Many) Capabilities: The current backup data can potentially be modified, overwritten, or deleted by an attacker with sufficient privileges, or even accidentally by an administrator.
- There's no inherent "lock" on the backup data.
 - § Insufficient Offsite/Offline Copies: While some offsite backups might exist, they may not be truly "offline" or "air-gapped" (physically disconnected or logically isolated in such a way that they cannot be accessed by malware).
 - § Limited Recovery Point/Time Objectives (RPO/RTO) under Ransomware Conditions: The assessment would reveal that while the City might recover from a simple server crash quickly, a full-scale ransomware attack would result in an unacceptably long recovery time (RTO) or significant data loss (RPO) because valid backups might not exist.
- Risk from Insider Threats (Accidental or Malicious):
 - o The Gap: Even with good intentions, human error (accidental deletion of critical files, misconfiguration of backup jobs) can lead to data loss. More seriously, a malicious insider with administrative access could intentionally delete or corrupt backup data without a mechanism to prevent it.
 - o Assessment Findings: This gap is inherent in any system without an immutable layer. The assessment would highlight the lack of safeguards against an administrator (or a compromised administrator account) being able to alter or delete historical backup versions.

- **Challenges in Meeting Regulatory Compliance for Data Integrity:**

- o **The Gap:** Certain regulations often require demonstrable data integrity and long-term retention of unalterable records. Traditional backups may not fully satisfy these requirements due to their mutability.

- o **Assessment Findings:** The review of compliance requirements would have shown that simply having "backups" isn't enough; the integrity and immutability of those backups are increasingly critical for auditability.

How the Project Activities Will Mitigate the Gap:

The implementation of an immutable enterprise backup hardware solution is designed to directly address and mitigate these critical gaps:

1. Purchase of Immutable Backup Hardware:

- o **Mitigation:** This directly tackles the vulnerability to ransomware and insider threats. The specialized hardware is designed with Write Once, Read Many (WORM) capabilities or object lock features, ensuring that once data is written to the device, it cannot be altered, overwritten, or deleted for a defined retention period. This creates a "golden copy" that even sophisticated ransomware cannot touch.

2. Integration with Existing Backup Software/Infrastructure:

- o **Mitigation:** The new immutable hardware will integrate with the City's existing backup software to direct critical backup jobs to the immutable storage. This means the City can continue using familiar backup management tools while gaining the added immutability layer. This also helps in establishing logical air-gaps, as the immutable storage may be segmented or only allow specific write operations.

3. Configuration of Immutability Policies and Retention Periods:

- o **Mitigation:** Project activities will include defining and configuring appropriate immutability retention periods for different types of City data (e.g., shorter for frequently changing operational data, longer for archival or regulatory data). This ensures data integrity for the required duration and provides multiple uncompromised recovery points.

4. Comprehensive Backup Strategy Review and Update (3-2-1-1-0 Rule):

- o **Mitigation:** The project will prompt a review and update of the City's overall backup strategy to align with best practices like the 3-2-1-1-0 rule:

- § 3 copies of your data (original + 2 backups)

- § 2 different media types

- § 1 copy offsite

- § 1 copy immutable/air-gapped (this project's focus)

- § 0 errors (through regular testing).

- o The immutable hardware directly satisfies the "1 immutable/air-gapped" requirement, significantly strengthening the entire backup ecosystem.

5. Regular Recovery Testing from Immutable Backups:

- o **Mitigation:** A crucial project activity will be to establish and execute regular recovery testing directly from the immutable backup solution. This verifies that the "golden copy" is indeed recoverable and that the City can meet its RTOs in a disaster scenario. This builds confidence in the solution and identifies any recovery process gaps.

By implementing this immutable backup solution, the City of Port Orchard transitions from a reactive stance to a proactive and highly resilient position, ensuring its ability to recover from even the most devastating cyberattacks.

IMPACT

The implementation of an immutable enterprise backup hardware solution will have a profound and lasting impact on the City of Port Orchard's operational continuity, financial stability, and reputation, extending far beyond the initial project completion.

Immediate and Transformative Impact:

Guaranteed Data Recoverability:

The Ultimate Ransomware Defense:

Impact: This is the project's most significant outcome. The City will have a "golden copy" of its critical data that is impervious to encryption, deletion, or modification by ransomware, malware, or even sophisticated malicious insiders.

This fundamentally changes the City's ability to withstand and recover from a devastating cyberattack.

Value Add: Eliminates the existential threat posed by ransomware, ensuring that the City is never forced to pay a ransom to regain access to its data. This protects taxpayer money and critical public services.

Resilience: Elevates the City's data resilience from "hopeful" to "guaranteed" for critical recovery points.

Rapid and Reliable Disaster Recovery:

Impact: The City's Recovery Time Objectives (RTOs) for major data loss events will dramatically improve. Instead of protracted, uncertain recovery efforts, IT can confidently restore from clean, verified backups, significantly minimizing downtime for essential City services (e.g., utility billing, public safety dispatch, permitting).

Value Add: Direct reduction in potential financial losses from downtime and lost productivity. Ensures continuous delivery of services to citizens, enhancing public trust.

Resilience: Transforms disaster recovery from a potential crisis into a manageable incident with a clear path to restoration.

Enhanced Data Integrity and Protection from Insider Threats:

Impact: Protects against accidental data deletion or corruption by human error, and more importantly, malicious acts by disgruntled employees or compromised credentials. The immutable nature means even an administrator cannot delete or alter historical backup data.

Value Add: Provides a critical safeguard against a significant internal risk vector, ensuring the integrity of historical records and operational data.

Resilience: Builds an inherent resistance to internal threats that might bypass other security controls.

Strengthened Compliance and Auditability:

Impact: The immutable nature of the backups provides an unalterable chain of custody for digital data, making it easier to meet stringent data retention and integrity requirements from various regulatory bodies. This supports audit trails and investigations.

Value Add: Reduces the risk of non-compliance penalties and strengthens the City's legal defensibility in case of data disputes or forensic investigations.

How the Project Will Continue to Add Value and/or Improvement in the Future:

The value of the immutable backup solution is not static; it's a foundational investment that provides ongoing benefits and enables future improvements:

Adapting to Evolving Cyber Threats:

Future Value: As ransomware and other data-destroying malware become more sophisticated, the core principle of immutability remains a powerful defense. The solution will continuously protect against new attack methods that target backup systems, providing long-term relevance in an ever-changing threat landscape.

Improvement: Regular software updates from the vendor will incorporate new features and security enhancements, ensuring the solution remains effective against emerging threats without needing a complete overhaul.

Foundation for Advanced Data Protection Strategies:

Future Value: The immutable backup hardware can serve as a foundation for more advanced data protection strategies. This could include integrating with cyber vaulting solutions for even greater isolation of the "golden copy," or leveraging AI/ML capabilities within the EPM ecosystem (if the vendor offers it) for anomaly detection within the backup data itself.

Improvement: The City can gradually expand the scope of data protected by immutability, ensuring that more critical datasets gain this highest level of resilience as needs evolve.

Facilitating Cloud and Hybrid IT Adoption:

Future Value: As the City potentially explores more cloud-based applications or hybrid IT environments, immutable backup solutions often integrate seamlessly, ensuring consistent data protection across diverse infrastructure.

Improvement: Provides a reliable recovery mechanism for data spread across on-premise and cloud environments, simplifying future IT architecture decisions.

Optimized Resource Allocation and Cost Avoidance:

Future Value: By drastically reducing the likelihood of a successful ransomware payout and minimizing downtime, the solution avoids significant financial costs associated with breaches. This allows the City to reallocate resources from reactive crisis management to proactive security enhancements and strategic IT initiatives.

Improvement: The peace of mind and reduced operational overhead will free up IT staff time for higher-value tasks, contributing to overall operational excellence.

Enhanced Forensic Capabilities:

Future Value: In the unfortunate event of a breach, having unalterable data copies greatly assists forensic investigators in determining the attack's root cause, scope, and methods. This accelerates the learning process and strengthens future defenses.

Improvement: Provides clear, untainted evidence, which is crucial for legal, compliance, and insurance purposes following an incident.

The immutable backup solution is not merely a purchase; it's a strategic investment in the City of Port Orchard's long-term digital resilience, ensuring that critical public services remain operational even in the face of the most severe cyber threats. Its value will compound over time by providing a stable, secure foundation upon which the City can continue to build and refine its cybersecurity posture.

OUTCOME

Upon completion, the City of Port Orchard's immutable enterprise backup hardware solution project will fundamentally transform the City's ability to recover from a cyber disaster, establishing an unparalleled level of data resilience and continuity.

Outcome When Project is Complete:

The City of Port Orchard will possess a dedicated, secure, and physically/logically isolated hardware solution containing unalterable copies of all its critical data. Key features of the completed project will include:

- **Immutable Data Copies:** All designated critical data backups will be stored in a "write-once, read-many" (WORM) format, ensuring that once written, the data cannot be modified, encrypted, or deleted for a defined retention period, even by administrators or advanced malware.
- **Air-Gapped or Logically Isolated Recovery Point:** The solution will establish a highly secure logical (and potentially physical) air gap for the immutable backups, isolating them from the live production network, rendering them inaccessible to network-borne threats like ransomware.
- **Validated Recovery Procedures:** Comprehensive recovery plans and procedures specifically leveraging the immutable backup solution will be documented and regularly tested to ensure rapid and reliable data restoration.
- **Enhanced Backup Strategy:** The project will solidify the City's adherence to modern backup best practices, specifically the "3-2-1-1-0" rule (3 copies of data, 2 different media types, 1 copy offsite, 1 copy immutable/air-gapped, 0 errors in testing).

Specific Impacts to Stakeholders:

- **City Leadership:**
 - o **Reduced Existential Risk:** The primary impact is the elimination of the "doomsday" scenario where ransomware or data corruption could permanently cripple City operations. They gain confidence that critical services can always be restored.
 - o **Financial Impact:**
 - \$ Quantifiable: Estimated \$500,000 - \$1,000,000+ in potential avoided ransomware payout and associated recovery costs (based on average ransomware costs for organizations of similar size and complexity).
 - \$ Quantifiable: Anticipated 80% reduction in financial losses due to unplanned downtime from data loss events, by enabling faster recovery.
 - o **Reputational Safeguard:** Avoidance of public distrust and reputational damage that results from prolonged service outages or compromised citizen data.
- **City Employees (All Departments):**
 - o **Ensured Business Continuity:** Confidence that the systems and data they rely on for their daily work will be recoverable, minimizing disruption to their workflows.
 - o **Reduced Stress/Anxiety:** Relief from the constant fear of data loss or ransomware events impacting their ability to perform their duties.
 - o **Quantifiable:** Expected 90% reduction in data loss incidents caused by accidental deletion or human error for data stored on the immutable backup solution.
- **IT Department Staff:**
 - o **Accelerated Incident Response:** The ability to pivot directly to a guaranteed clean backup during a ransomware

attack, rather than spending days or weeks searching for uncompromised data.

- o Streamlined Disaster Recovery Testing: Clearer, more reliable processes for testing backups, leading to higher confidence in recovery capabilities.

- o Quantifiable: Reduction in Recovery Time Objective (RTO) for catastrophic data loss events from potentially days or weeks to under 8-12 hours (for critical systems, with some aiming for 1-4 hours).

- o Quantifiable: Improvement in Recovery Point Objective (RPO) for critical data to within 1-4 hours (depending on backup frequency to immutable storage), meaning minimal data loss in an incident.

- Citizens of Port Orchard:

- o Uninterrupted Public Services: Assurance that vital City services (e.g., utility management, emergency services, permitting, online payments) will remain available or be rapidly restored following a cyberattack.

- o Data Security and Privacy: Increased confidence that their personal information and interactions with the City are protected by the highest standards of data integrity and recoverability.

Reduction in Cybersecurity Risk:

- Near-Elimination of Ransomware Data Loss Risk: The immutable nature makes it impossible for ransomware to encrypt or delete backup data, effectively removing the primary leverage attackers have.

- Mitigation of Insider Threats: Protection against malicious or accidental actions by privileged users that could compromise backup data.

- Improved Compliance Posture: Meets best practices for data integrity and recovery outlined by regulatory frameworks, reducing audit findings related to backup integrity.

- Reduced Attack Surface for Backups: By separating immutable storage from the live network, the attack surface for backup data is significantly narrowed.

Increases in Resilience through Strengthened Cybersecurity Practices:

- Ultimate Recovery Assurance: The immutable backup solution establishes the ultimate "safety net," guaranteeing that the City can always recover its core data assets, regardless of the severity of a cyber incident. This is the cornerstone of true resilience.

- Enhanced Business Continuity: By minimizing RTO and RPO, the project directly strengthens the City's ability to maintain or rapidly restore critical business functions, ensuring continuity of governance and public services.

- Proactive Resilience Building: The project moves the City beyond reactive incident response to a proactive stance where recovery is pre-planned and guaranteed, making the City inherently more resilient to future, unknown threats.

- Reinforcement of Overall Cybersecurity Posture: This project complements the previously funded MDR (detection/response) and MFA (access control) solutions by providing the critical "recovery" component, creating a complete and robust cybersecurity lifecycle based on the NIST Cybersecurity Framework.

Incremental Performance Metrics:

- Recovery Time Objective (RTO) for Critical Systems (post-ransomware simulation):

- o Baseline: Estimated 3-5 days (or unknown/unacceptable for full recovery from a major incident without immutable backups).

- o Target: Under 8-12 hours for all Tier 1 critical systems within 6 months post-implementation.

- Recovery Point Objective (RPO) for Critical Data:

- o Baseline: Estimated 24 hours (or more, depending on current backup frequency and integrity concerns).

- o Target: Under 4 hours for all critical data within 6 months post-implementation (aligning backup frequency to immutable target).

- Successful Recovery Test Rate:

- o Baseline: Not formally tracked or below 90% for complex scenarios.

- o Target: 100% successful recovery rate in annual (or bi-annual) immutable backup recovery tests.

- Ransomware Incident Resolution Time (if an attack occurs):

- o Baseline: Potentially weeks or months if data is unrecoverable.

- o Target: Reduction by 70% in the time taken to fully restore operations following a successful ransomware attack (assuming primary data is encrypted but immutable backups are clean).

- Number of Backup Corruption/Deletion Incidents:

- o Baseline: (If tracked) X incidents per year.

- o Target: 0 incidents of unauthorized or accidental backup corruption/deletion on the immutable hardware post-implementation.

These metrics will provide concrete evidence of the project's success in bolstering the City of Port Orchard's cybersecurity resilience and safeguarding its future.

BUDGET**FY 2024 State and Local Cybersecurity Grant Program**

The purpose of this attachment is to identify how the funding is budgeted per the identified activities in the Work Plan. If funding is identified as not being required, contact the Department Key Personnel as soon as possible so funding can be reallocated.

City of Port Orchard

AGREEMENT AMOUNT \$48,500

PROJECT #1		SOLUTION AREA						
		PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	M&A	TOTAL
	Salaries & Benefits	\$0	\$0		\$0	\$0	\$0	\$0
	Supplies	\$0	\$2,500		\$0	\$0	\$0	\$2,500
	Travel/Per Diem	\$0	\$0		\$0	\$0	\$0	\$0
	Contractor/Consultant	\$0	\$0		\$2,500	\$0	\$0	\$2,500
	Passthrough	\$0	\$0	\$0	\$0	\$0		\$0
	Other	\$0	\$1,500	\$0	\$0	\$0	\$0	\$1,500
	Equipment			\$42,000				\$42,000
	SUBTOTAL	\$0	\$4,000	\$42,000	\$2,500	\$0	\$0	\$48,500
Indirect							\$0	
	TOTAL	\$0	\$4,000	\$42,000	\$2,500	\$0	\$0	\$48,500

TIMELINE

FY 2024 State and Local Cybersecurity Grant Program

The purpose of this attachment is to identify applicable and agreed upon due dates for Grant Agreement milestones to include deliverables that must be submitted to the Department. Both the Department and the Subrecipient shall monitor adherence with the dates below.

DATE	TASK
December 13, 2024	Grant Agreement start date
July 15, 2026	Submit Progress Report * time period 12/13/2026 - 6/30/2026
January 31, 2027	Grant Agreement end date
March 17, 2027	Submit Final Reimbursement Request and Closeout Report

BUILD AMERICA, BUY AMERICA ACT SELF-CERTIFICATION

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

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

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

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

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

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

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

Enter Name and Title

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

Date



City of Port Orchard

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

Agenda Staff Report

Consent Agenda: 4.E. Approval of Road Closures for a Special Event: The Unforgotten: Run to Tahoma (Wallace)

Meeting Date: March 10, 2026

Presenter: Brandy Wallace, City Clerk

Summary and Background:

Staff received a special event application for The Unforgotten: Run to Tahoma, a celebration of life, scheduled for Saturday, May 23, 2026. The application states the following:

EVENT: The Unforgotten: Run to Tahoma

TYPE: Celebration of Life Ceremony

DATE: Saturday, May 23, 2026

TIME: Setup starts at 9:00am, open to public at 9:30am until 11:00am, cleanup to be completed by 11:30am **LOCATION:** Kitsap County Administrative Building, 614 Division Street

CLOSURE(S): Division St, from Sidney Ave to Cline Ave; Austin Ave, from Dwight St to Division St; and Dwight St, from Austin Ave to Cline Ave.

The required notice, pursuant to POMC 5.96.050(3), allowing citizens to provide written comments regarding how allowing the special event will impact their property, business, or quality of life has been published. As of today, the City has received no written concerns regarding this event taking place.

Staff and outside agencies have reviewed the application and are working towards ensuring safety measures and traffic control are in place. The applicant will have Kitsap County Sheriff's office control traffic from Sidney to SR166 for a funeral procession upon departing from Division Street, after the Ceremony. Staff are in support of the road closures as presented and will continue to ensure the event meets all safety and traffic control standards outlined in City, State, and Federal codes.

Relationship to Comprehensive Plan: 6 - Economic Development

Recommendation: Staff recommends the approval of the road closures, as presented.

Note: Comprehensive Plan Chapter 6. Economic Development Goal 4. Promote and support a healthy, diverse economy that provides for a strong and diverse tax base, maintains an industrial base, and encourages the retention, attraction, and expansion of business in Port Orchard. Policy ED - 16. Recognize and encourage tourism as a growing contribution to the economic diversity of Port Orchard.

Motion for Consideration: I move to approve the road closures for The Unforgotten: Run to Tahoma event, scheduled for Saturday, May 23, 2026, as presented.

Has item been presented to Committee/Work Study? No

If so, which one: N/A

Fiscal Impact: Revenue of \$100 from applicant for a process fee; General Fund. Staff and equipment cost associated with closing the road; General Fund.

Alternatives: Deny the road closures and provide direction to staff.

Attachments:

1. 2025_Unforgotten_Run_to_Tahoma_-_TCP
2. 2026_The_unforgotten_-_Run_to_Tahoma-Updated

2025 The Unforgotten: Run to Tahoma Site Map (9:00am to 11:00am)

Living Art Koi

Road Closed Barrier 1
volunteer.

Dwight St

Auto Parking

Auto Parking

Austin Ave

Kitsap County Auditor

Ceremony Area

First Aid, Trash and recycle
receptacles are located here.
Access to restrooms available
inside the Administration
building.

Road Closed Barrier 1
volunteer.

Kitsap County
Personnel Department

Kitsap County
Public Works

Road Closed Barrier 1
volunteer.

Division St

Division St

Motorcycle Parking

Kitsap County
District Court

Kitsap County Sheriff's
Office - Main Office

Kitsap County
Superior Court Clerk

Auto Parking

Auto Parking

ChargePoint
Charging Station

Google
Kitsap Regional



SPECIAL EVENT PERMIT APPLICATION

(PORT ORCHARD MUNICIPAL CODE 5.94 AND 5.96 and Resolution No. 07-15)

STANDARD PROCESSING FEE: \$100.00

Event Information

Event Name:	The Unforgotten: Run to Tahoma/Kitsap County Administration Building				
Type of Event:	☐ Festival	☐ Walk/Run	☐ Parade	☐ Vendor Fair	☐ Concert
	☐ Block Party	☒ Other: FUNERAL			
Event or Organization Website:	https://www.kitsapgov.com/hs/Pages/VAB-Run-to-Tahoma.aspx				
Description of event:	The Kitsap County Commissioners, Medical Examiner, and Veterans Advisory Board host The Unforgotten: Run to Tahoma Ceremony on the Saturday of Memorial Day Weekend each year. Following a 90 minute memorial ceremony at the County Administration Building, the unclaimed Veteran remains are escorted with motorcycles in a funeral procession to Tahoma National Cemetery				

Event Date and Time

Event Dates: Indicate Dates/Times OPEN to attendees			Hours: Open until closing each day		Expected Daily Attendance:
Day 1	Day: Saturday	Date: 5/23/2026	Start Time: 0900	End Time: 1100	Unknown
Day 2	Day:	Date:	Start Time:	End Time:	
Day 3	Day:	Date:	Start Time:	End Time:	
Day 4	Day:	Date:	Start Time:	End Time:	
Day 5	Day:	Date:	Start Time:	End Time:	
Event Setup Starts:			Event Take Down Complete:		Total Attendance: (add all rows and columns) 575
Start Day/Date: Saturday, 5/23/2026		Start Time: 0900	End Day/Date:	End Time: 11:10	
Event Location:	Describe the location that your event will be located at. Include street names and/or parks. Attached required map. Kitsap County Administration Building, Division Street, Port Orchard, WA				

Applicant Information*

Sponsoring Organization Name: Kitsap County Veterans Advisory Board					
Do you have an active City Business License?		☐ Yes	☒ No	What is your UBI number?	
Applicant Contact Name: Steve Corcoran					
Title: Ktsap County Veterans Program Coordinator					
Physical Address: 614 Division Street, MS-23			Mailing Address: (if different from street address)		
City: Port Orchard	State: WA	Zip: 98366	City:	State:	Zip:
Phone: 360-227-9093	Alternate Phone:		Email: scorcoran@kitsap.gov		

**Please note the applicant information provided may be shared for inquires made on event details*

Admission Fees:

Does your event require a paid fee for participants and/or spectators?	☐ Yes	☒ No
Does your event require minimum or suggested donation for participants and/or spectators?	☐ Yes	☒ No
Admission/participation fee/ suggest donations amount(s):		

Use of City Streets and/or State Highway

STATE HIGHWAY:

Will this event require closure of a State Highway (most common is Bay Street/SR166)? ☐ Yes ☒ No

If yes, which highway: ☐ Bay Street/SR 166 ☐ Sedgwick Road ☐ Mile Hill Drive

For State Highway Closures, the sponsoring organization must submit the application to the city at least 120 calendar days before the event date. Upon city approval of the event, the sponsoring organization shall seek permission from the Washington State Department of Transportation (WSDOT) by completing an online application. Once permission is granted from WSDOT, a copy of the Letter of Acknowledgment or an Agreement will need to be provided to the city 45 days prior to the event. WSDOT's online application is located at: <https://www.wsdot.wa.gov/contact/events/special-events>

CITY PROPERTY/STREETS (Right-of-way): Port Orchard Municipal Code 5.94.020(7) states "Right-of-way (ROW)" means any road, public parking lot, city street, highway, boulevard or place in the city open as a matter of right to public travel and shall include arterials, neighborhood streets, alleys, bicycle paths and pedestrian ways; including streets or portions thereof which are designated as portions of the state highway system."

Will this event require closure of any of the below public property/ right-of-way? ☒ Yes ☐ No

If yes, indicate what type of public property is requested to be closed and the location (select all that apply):

A. City Park(s):

☐

Van Zee Park

☐

McCormick Village
Park

☐

Central Park

☐

Givens Park

☐

Paul Powers Park

☐

Etta Turner Park

☐

Rockwell Park

B. Parking Lot(s):

☐

Lot 2, which lies between Frederick Street and Sidney Avenue, north of Bay Street.

☐

Lot 5: all parking on City Hall property in front of the Police department

☐

Lot 8: employee parking lot east of City Hall adjacent to Prospect Alley which is between Kitsap Street and Prospect Street.

C. Sidewalk(s) describe the location of the sidewalk being closed:

D. Street(s): please fill out the "Details of Closure" section below and provide a traffic control plan of the area impacted.

1) Details of Closure(s):

Street Name:	Between (cross street):	And (cross street):	Start Date:	Start Time:	End Date:	End Time:
<i>Example Sidney Ave</i>	<i>Kitsap Street</i>	<i>Division Street</i>	<i>00/00/0000</i>	<i>00:00 am</i>	<i>00/00/0000</i>	<i>00:00 pm</i>
Division	Sydney	Cline	05/23/2026	0930	05/23/2026	1100
Dwight	Cline	Austin	05/23/2026	0930	05/23/2026	1100
Austin	Dwight	Division	05/23/2026	0930	05/23/2026	1100

Additional details: (attach additional pages as needed for more streets and/or more details about use.)

Division Street between Sydney and Cline as well as Dwight and Austin streets for a period of about 1 hour.

2) Traffic Control Plan:

A traffic control plan is required for all street and highway closures and **must be submitted with this application.**

See [example Site Plan](#). The following is required to be on the plan(s):

☐

Detour route(s)

☐

Pedestrian and Bicycle routes

☐

Volunteers: how many, where, how long, etc.

☒

Signs/Barriers: How many, what kind of signs, where will they be located, who is putting them up, who will be taking them down, etc.

☐

Certified flaggers: how many will there be, where will they be stationed, what time will they be there, what time will they be gone, etc.

Should your event require traffic control and certified flaggers to manage the road closures, provide the following information:

Name of the Traffic Control company: Kitsap County Sheriff (Citizens on Patrol)		
Point of Contact Name: Deputy Sheriff Shon Montigue		
Phone: 360-509-4473	Alternate Phone:	Email: smontagu@kitsap.gov

Public Works and Police Services

Special events may require the use of public works and police officers for public safety. This may result in additional costs to the organizer. The organizer will be notified if coordination with the Public Works and Police is required.

The following are services that will be required to be charged to the organizer:

Public Works:

Setting up street closure signs
Setting up barricades

Police:

Setting up command center on event site
Officers providing security

Please provide who the invoice should be sent to:

Name company: City of Port Orchard Public Works		
Name: Brandy Wallace		
Address: 216 Porspect Street		
Phone: 360-876-7030	Alternate Phone:	Email: bwallace@portorchardwa.gov

Parking Impacts

Have parking impacts been coordinated with neighbors (residential/business)? ☐ Yes ☒ No

If yes, how will parking be provided for participants and visitors (including handicapped parking)? You may submit a map to show the available parking for this event in place of providing a written description below.

Ample parking available at county owned lots surrounding the Administration building. The majority of attendees will be riding motorcycles and parked in designated spaces.

**The City of Port Orchard cannot grant permission for the use of private property for parking. It is the event sponsor's responsibility to contact property owner (business, residential, schools) if you want permission to park on their property.*

Neighborhood – Business Notification

The city clerk's office shall notify the public of each special event proposed to allow citizens to provide written comments regarding how allowing the special event will impact their property, business or quality of life. The city clerk will consider any information provided and may deny the special event permit application if a showing is made of severe financial impact or other undue hardship on a citizen's property, business or quality of life.

Alcohol Sales/Services

The sale, service and consumption of alcoholic beverages are subject to Washington State Liquor & Cannabis Board (WSLCB) regulations, licensing, and permit requirements. WSLCB Special Occasion and other Licenses and related fees for alcohol sales/service at events are not included in the City's Special Event Permit. Visit the WSLCB website, <https://lcb.wa.gov/> for additional information and to apply for the appropriate license / Permit.

Will alcohol be sold or consumed at your event? ☐ Yes* ☒ No

**If yes, you must contact the Washington State Liquor and Cannabis Board for a special liquor license.*

Food Sales/Service

You will need to reach out to the Kitsap Public Health District as they may require a temporary food establishment permit. Visit their website at https://kitsappublichealth.org/FoodSafety/food_vendors.php or call (360) 728-2235 for information.

Will your event have any food service and/or sales? ☐ Yes ☒ No If yes, how many: _____

Will your event have professional catering? ☐ Yes ☒ No If yes, how many: _____

Will your event have food truck(s)? ☐ Yes ☒ No If yes, how many: _____

Washington State Fire Code section 105.6.30 Mobile food preparation vehicles is defined as:

An operational permit is required for mobile food preparation vehicles equipped with appliances that produce smoke or grease-laden vapors or utilize LP-gas systems or CNG systems. Contact Community Development.

- [Food Truck Safety Handout](#)
- [Mobile Food Preparation Vehicle Permit Application](#)

Garbage and Recycling

Collection Stations: How many bins are you providing as collection containers at your event?

Recycle 1 Garbage 1

Will you manage your own recycling and garbage collection or will it be managed by a vendor?

Self-Haul: ☒ Yes ☐ No

List vendor/company, if applicable: Kitsap County

Detail your plan for waste management within the event area and surrounding neighborhood:

Receptacles are provided by Kitsap County and services by Kitsap County staff. Kitsap County staff will "police" Division Street for any debris.

Restrooms

Provide the number of restrooms that will be available to the public for your event: 1 Males 1 Females 2 Handicap

Below is an example of the estimated amounts needed per number of users recommended in the *FEMA Special Events Contingency Planning: Job Aids Manual March 2005 (updated May 2010)*.

Toilet facilities for events where alcohol is not available

Patrons	Males			Females	
	Toilets	Urinals	Sinks	Toilets	Sinks
<500	1	2	2	6	2
<1,000	2	4	4	9	4
<2,000	4	8	6	12	6
<3,000	6	15	10	18	10
<5,000	8	25	17	30	17

Toilet facilities for events where alcohol is available

Patrons	Males			Females	
	Toilets	Urinals	Sinks	Toilets	Sinks
<500	3	8	2	13	2
<1,000	5	10	4	16	4
<2,000	9	15	7	18	7
<3,000	10	20	14	22	14
<5,000	12	30	20	40	20

These figures may be reduced for shorter duration events as follows:

Duration of event	Quantity required
More than 8 hours	100%
6-8 hours	80%
4-6 hours	75%
Less than 4 hours	70%

Master Multi-Vendor Event License

Will your event have vendors? ☐ Yes ☒ No

If so, how many anticipated exhibitors/vendors will be at your event? _____

If so, will they be selling merchandise and/ or food? ☐ Yes ☐ No – If you indicated Yes, please see the **Food** section on Page 4 of this application.

POMC 5.96, if your event has two or more vendors engaged in public property vending, you are required to have a Master Multi-Vendor Event License (MMVEL). The MMVEL fee is \$15.00 per day or \$200 per month. POMC 5.96.020(3)(a) states the sponsor of the master event shall provide a list of participating vendors, their business names, their addresses and their State Tax Revenue Identification Numbers to the city clerk within three working days after the first day of the operation.

- No public vending is allowed within twenty-five (25) feet of any municipal building, monument, or fountain, OR within ten (10) feet of intersection sidewalks.
- Vending devices must be removed from vending sites daily between the hours of 10:00 p.m. and 6:00 a.m.
- Vending devices and vending sites must always be clean and orderly. The vendor must furnish a suitable refuse container and is responsible for the daily disposal of refuse deposited therein. Refuse containers must be removed each day along with vending devices.
- Vendors may engage in public property vending only in the location specified in the public property license. The location shall be deemed the vending site.
- Utility service connections are not permitted, except electrical when provided with written permission from the adjacent property owner. Electrical lines are not allowed overhead or lying in the pedestrian portion of the sidewalk.
- No mechanical audio or noisemaking devices are allowed, and no hawking is allowed.
- A vinyl or canvas umbrella may be added to the vending device, but its open diameter may not exceed eight and one-half feet. Any part of the umbrella must have a minimum of seven feet of vertical clearance to the area on which the vending device stands.
- Individual vendor advertising signs may be placed only upon the vending device. Temporary master event advertising signs may be placed as approved by the city engineer; and
- No conduct shall be permitted which violates any other section of the Port Orchard Municipal Code.

Tents

Does your event include a tent or membrane structure? ☐ Yes ☒ No ☐ Not Applicable

If yes, what is the tent size: _____ Does the tent have sides? ☐ Yes ☐ No ☐ N/A

May be required to obtain a permit per POMC 20.200.016. Please contact Community Development (360) 874-5533.

if rain w/ be held inside

Event Signage

Are you planning to put up temporary signs? ☐ Yes ☒ No

POMC 20.132.290 "Temporary sign" (which may include special event sign) means any sign that is used temporarily and is not permanently mounted, painted or otherwise affixed, excluding portable signs as defined by this chapter, including any poster, banner, placard, stake sign or sign not placed in the ground with concrete or other means to provide permanent support, stability and rot prevention. Temporary signs may only be made of nondurable materials including, but not limited to, paper, corrugated board, flexible, bendable or foldable plastics, foamcore board, vinyl canvas or vinyl mesh products of less than 20-ounce fabric, vinyl canvas and vinyl mesh products without polymeric plasticizers and signs painted or drawn with water soluble paints or chalks. Signs made of any other materials shall be considered permanent and are subject to the permanent sign regulations of this chapter. Please contact the Community Development Department at (360) 874-5533 if you have questions or if you need to apply for a sign permit.

Amplified Sound

Does your event have any amplified sound? ☒ Yes ☐ No

Indicate dates/time of any amplified sound below:			
Day: Saturday	Date: 05/23/2025	Start Time: 0930	End Time: 1100
Day:	Date:	Start Time:	End Time:
Day:	Date:	Start Time:	End Time:
Describe what sound will be amplified, and at what hours (e.g., 7:00am announcements, 8:00am background music, etc.): 9:30am - Solemn background music and announcements will play as guests arrive. 10:00am - Speeches commence with patriotic / funeral style music interspersed through the one-hour event. 11:00am - Ceremony ends.			
Describe what equipment will be used for amplified sound, and at what locations (show in maps): Amplifier, microphone, and two speakers on stands projecting from the front of the Kitsap County Administration Building toward the Court House across the street. Sound reflection from buildings is expected to keep volume levels low.			
Describe schematics and direction of amplified sound (show in maps, attach supporting documents as needed) Amplification of sound will be minimal. Speakers will project from the front of the Administration Building toward the County Courthouse and Jail across the street.			

Noise levels generated shall not be in excess of allowable levels, consistent with POMC 9.24.050. For more information please contact the Port Orchard Police Department (360) 876-1700.

Site Map

A site map is required to be submitted to include the following when applicable:

- Vendors
- Beer Garden
- Signage
- Canopies/Tents
- Public entrances and exits
- Road closures and detours
- Traffic patterns with directional arrows/routes
- Fire Lanes

- Surrounding street names
- Garbage/Recycling
- Barricades
- Food trucks
- Generators
- Cooking areas
- First Aid
- Parking
- Restrooms
- Wash stations
- If event is a run/walk, list start and stop locations and water/rest stations:

Insurance

The sponsoring organization must submit proof of liability insurance naming the City of Port Orchard as an additional insured by endorsement. Coverage shall remain in force throughout the event. The policy shall have primary coverage limits of at least the following:

\$1,000,000 Liability and \$1,000,000 Bodily Injury

Additional insurance may be required where alcohol is being served. Special Event Insurance for events held at city-owned facilities can be purchased at eventinsure.hubinternational.com/.

Release

I certify that the event for which this permit is to be used will not be in violation of any City of Port Orchard ordinance.

By applying for this special event permit, the organization or entity obtaining such permit agrees to defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from all claims, injuries, damages, losses, or suits, including attorney fees and costs, arising out of or in conjunction with the activities or operations performed by the applicant or on the applicant's behalf resulting from the issuance of this permit, except for injuries and damages caused by the sole negligence of the City.

The information on this form is considered a public record and is subject to public disclosure laws in Chapter 42.56 RCW.

I, as the President or Chair of my organization, agree to the terms and conditions listed above.

Stephen J. Corcoran

Digitally signed by Stephen J. Corcoran
Date: 2025.12.04 09:32:33 -08'00'

Signature of President/Chair of Organization

Print Name

Date

FOR CITY CLERK'S OFFICE USE ONLY

Date Special Event Fee Paid (\$100): _____

Receipt No.: _____

Insurance Certificate(s) Received: _____

Does event require a Master Multi-Vendor License: ☐ Yes ☐ No

If Yes: ☐ \$15/day fee ☐ \$200/monthly fee

Number of days: _____ Total Amount: _____ Date paid: _____ Receipt No.: _____

Department/Agency Routing:

☐ Police ☐ Public Works ☐ Finance ☐ Community Development ☐ Kitsap Transit ☐ Clerk's Office ☐ Health District

Public Notice Dates: _____

Council Action Date: _____



SPECIAL EVENT PERMIT APPLICATION INSTRUCTIONS

(PORT ORCHARD MUNICIPAL CODE 5.94 AND 5.96)

Thank you for your interest in holding a special event in the City of Port Orchard. This application contains information you need to apply for a special event permit. Included is a checklist designed to help you when submitting this application, and tips for a successful event.

What are the fees associated with a special event?

- There is a **\$50** non-refundable administrative fee to process each application.
- If two or more vendors are engaged in public property vending, you are required to have a master multi-vendor event license. The fee is **\$15** per event day.
- Closure of Lots 3 and 4 commonly known as waterfront parking, during a weekday and excluding federal holidays, the applicant shall compensate the city for lost revenue for use of the parking lots.

When should the special event application be submitted to the City?

- The application shall be filed with the city clerk's office no less than 90 calendar days, nor more than one calendar year, before the date when the proposed special event is to take place. A Special Event Reservation Form can be submitted by February 1st of each year to reserve your proposed special event, if the event was held on the same day and location as the previous year. Please note that it provides no guarantee that your event will be approved.
- **If your event requires any road closures, the application must be submitted at least 120 calendar days before the event date.**

What is a special event?

A special event is defined in the Port Orchard Municipal Code (POMC) as "any organized formation of an activity proposed to occur that affects the public's ordinary use of rights-of-way or public parks, including but not limited to runs, street dances, block parties and parades".

Can I hold a special event in a City owned park?

City parks are available on a first-come, first-served basis. The City does not reserve parks for events. However, POMC 9.60 'Park Rules' states in part that no person can solicit, or offer for sale any article or thing, or use any stand, cart or vehicle for the sale or display without authorization from the City Council. In addition, no animals are allowed in City parks other than dogs or cats.

What types of events are considered special events?

- Parades
- Runs/Walks
- Festivals
- Block Parties
- Car Shows
- Vendor Fairs
- Concerts
- Community awareness events
- Outdoor movies
- Street dances
- Other similar event



What if my event is outside Port Orchard City limits or on property not owned by the City?

If your event is outside Port Orchard city limits, you will need to contact Kitsap County at 360.337.5777. If your event is on private property, you will need to contact the property owner and Port Orchard Department of Community Development to learn if the event triggers permitting requirements under the adopted fire code. If your event is utilizing the property of the Port of Bremerton, you will need to contact the Port of Bremerton. If your event is utilizing both City property and property that is NOT owned/leased by the City, written approval is required by the owner/manager of the private property and must be included with your application.

Can I ask for road closures or detours for a 5K run/walk or similar event?

If the event is a parade or run, the following information and/or documentation are required:

- A traffic control plan.
- Provide evidence that the appropriate number of Certified flaggers described in the traffic control plan will be provided.

What is the special event application process?

- Submit to the City Clerk's office a Special Event Reservation form (if applicable).
- Submit the completed application to the City Clerk's office with required fee(s), 90 days before the event. If the application and/or additional documents are not completed or submitted, the application will not be accepted until fully completed.
- The City will forward the event application to other departments and agencies for review and comment.
 - If the event requires closure of City streets, the application is also required to be brought before the City Council during a regular City Council meeting. The applicant will be notified of the date of the meeting and the City Council's decision.
 - If the event requires closure of a State Highway, POMC 5.94.030(4) states a completed application shall be filed no less than 120 days before the proposed special event is to take place. POMC 5.94.040(13) states upon council approval, the applicant must provide to the City Clerk's office, no more than 45 days after submitting the application, at least one of the following three documents: (a) event agreement with WSDOT; (b) letter of acknowledgement from WSDOT; or (c) written proof that the event organizer has submitted the completed application to WSDOT.

- If the event requires closure of City streets, a traffic control plan may be required.
- If your event is utilizing the downtown parking lots (lots 3 and 4), commonly known as waterfront parking, for two or more consecutive days it will require council approval and the applicant shall compensate the city for lost revenue for use of the parking lots.
- If there are questions or concerns by the other departments or jurisdictions, the applicant will be contacted to address these concerns.
- Depending upon the event, other licenses or permits may be required.
- The City will notify the public of the event and ask if there are any concerns regarding impact to property, business, or quality of life.



Special Event Permit Application Checklist

Please use this list to ensure you have included all supporting documentation with your special event application.

- ☐ If your event coincides with another organizations event in the same location, please provide written approval from the event organizer that indicates their approval of your event.
- ☐ Reviewed Special Event Tool Kit
- ☐ Written approval from property owner if location is on non-City owned property (if applicable) **(Page 2)**
- ☐ Special Event Fee (Check, Cash, Credit Card) **(Page 3)**
- ☐ Insurance Certificate, with endorsement, provided at least 30 days prior to event date **(Page 4)**
- ☐ If there are road closures, have you attached a traffic control plan **(Page 6)**
- ☐ Special Liquor License (if applicable) **(Page 7)**
- ☐ Contact Department of Community Development for sign permit or food trucks (if applicable) **(Page 7 and 9)**
- ☐ Master Multi-Vendor Event License fee (if applicable) **(Page 8)**
- ☐ Contact Department of Community Development for tent permit (if applicable) **(Page 9)**
- ☐ Completed site map **(Page 10)**
- ☐ Special Event Application/Release is completed and signed by the President or Chair of organization **(Page 10)**

- ☐ Upon event approval, use of State Highway Letter of Acknowledgment or an Agreement that is received from the Department of Transportation if State Highway is requested to be closed (**Page 5**)

Tips for a successful event

- ❖ Contact the local media (Kitsap Sun, Port Orchard Independent, etc.).
- ❖ Post information on your social media site.
- ❖ Contact the Port Orchard Chamber of Commerce or Port Orchard Bay Street Association.
- ❖ Attend a City Council meeting to speak during citizen comments letting council and public know of your event.



Meeting Location:
Council Chambers
216 Prospect Street
Port Orchard, WA 98366

Contact us:
Phone (360) 876-4407
cityhall@portorchardwa.gov
www.portorchardwa.gov

City Council Minutes Regular Meeting of Tuesday, February 10, 2026

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

Roll Call was taken by the City Clerk as follows:

Present: John Morrissey Mayor Pro-Tem, Councilmember, Position No. 2
Jay Rosapepe, Councilmember, Position At-Large
Shirah Dedman, Councilmember, Position No. 6
Mark Trenary, Councilmember, Position No. 1
Eric Worden, Councilmember, Position No. 4
Heidi Fenton, Councilmember, Position No. 5
Scott Diener, Mayor Pro-Tempore, Position No. 3
Robert Putaansuu, Mayor

Staff present: Finance Director Crocker, Community Development Director Bond, HR Director Lund, Deputy Police Chief Iwashita, City Attorney Archer, City Clerk Wallace, and Deputy City Clerk Floyd.

Staff present via Zoom: Public Works Director Ryan

Audio/Visual was successful.

1. CALL TO ORDER

A. Pledge of Allegiance

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

2. APPROVAL OF AGENDA

Moved by John Morrissey; seconded by Jay Rosapepe to Add an Executive Session with no action to follow after Good of the Order.

Motion Carried: 7 - 0

Voting For: Mark Trenary, Jay Rosapepe, Scott Diener, Eric Worden, Heidi Fenton, John Morrissey, Shirah Dedman

Voting Against: None

Moved by Jay Rosapepe; seconded by Mark Trenary to Approve the agenda as amended.

Motion Carried: 7 - 0

Voting For: Mark Trenary, Jay Rosapepe, Scott Diener, Eric Worden, Heidi Fenton, John Morrissey, Shirah Dedman

Voting Against: None

3. PUBLIC HEARING

A. Closed Record Hearing on Site-Specific Rezone Application, LU25-REZONE-01 and the Consideration of the Recommendation of Hearing Examiner

Mayor Putaansuu opened the closed record hearing at 6:32 p.m.

City Attorney Archer spoke to quasi-judicial proceeding and appearance of fairness doctrine and conducted mandatory disclosure process, which concluded with no disclosures and no public challenges to the participation by an City Council member.

Community Development Director summarized the staff report.

Noel Larson, applicant, provided a short summarization of his testimony from December 3, 2025.

Athena Wahlstrom, Lindsay Paradiso and Savannah Coates provided public testimony by summarizing their comments to the Hearing Examiner.

Community Development Director Bond and City Attorney Archer responded to Councilmembers questions about the application.

4. EXECUTIVE SESSION-CLOSED SESSION

At 7:18 p.m., Mayor Putaansuu announced City Council would enter into a 10-minute closed session pursuant to RCW 42.30.140(2) on the Site-Specific Rezone Application, LU25-REZONE-01 and the consideration of the recommendation of hearing examiner. Mayor Putaansuu also announced action may follow.

At 7:28 p.m., Mayor Putaansuu extended the meeting an additional 5-minutes.

At 7:33 p.m., Mayor Putaansuu reconvened the meeting back into session.

5. PUBLIC HEARING ACTION

A. Council Review and Potential Action on Site-Specific Rezone Application, LU25-REZONE-01 and the Consideration of the Recommendation of Hearing Examiner

Councilmembers Dedman and Fenton voiced concerns with affirming the hearing examiner's recommendation.

Moved by Scott Diener; seconded by John Morrissey to affirm the recommendation of the Hearing Examiner, and to direct staff to prepare an ordinance consistent with this direction for submission to the City Council for further action at the next regular meeting.

Motion Carried: 5- 2

Voting For: Mark Trenary, Jay Rosapepe, Scott Diener, Eric Worden, John Morrissey

Voting Against: Heidi Fenton, Shirah Dedman

6. CITIZEN COMMENTS

Bob Showers voiced concerns with the message Mayor Putaansuu posted regarding the recent events in Minneapolis.

7. CONSENT AGENDA

Moved by Scott Diener; seconded by Mark Trenary to Approve the Consent Agenda as presented

Motion Carried: 7 - 0

Voting For: Mark Trenary, Jay Rosapepe, Scott Diener, Eric Worden, Heidi Fenton, John Morrissey, Shirah Dedman

Voting Against: None

A. Approval of Vouchers and Electronic Payments

Approval of Voucher Nos. 89995 through 90054 including bank drafts in the amount of \$846,227.56 and EFT's in the amount of \$1,234,269.79 totaling \$2,080,497.35.

B. Approval of Payroll and Direct Deposits

Approval of Payroll Check Nos. 89989 through 89994 including bank drafts and EFT's in the amount of \$296,379.98 and Direct Deposits in the amount o \$300,670.71 totaling \$597,050.69.

C. Adoption of an Ordinance Adopting Port Orchard Municipal Code Section 13.07.055, and Amending POMC Sections 13.07.070, 13.07.090, 13.07.100, 13.05.080, 13.05.090 and 13.04.100, pertaining to Water and Sewer

D. Adoption of a Resolution Authorizing the Mayor to Execute an Contract with Puget Sound Energy (PSE) for Electrical Design Services for SR166/Bay Street Reconstruction Project

E. Adoption of a Resolution Ratifying the Mayor's Signature on a Temporary Construction Easement for the SR166/Bay Street Improvements Project

F. Approval of a Contract with the Washington State Parks and Recreation Commission Subrecipient Grant Agreement Federal Financial Assistance Grant

G. Approval of the January 13, 2026, City Council Regular Meeting Minutes

H. Approval of the January 20, 2026, Work Study Meeting Minutes

8. PRESENTATION

There were no presentations.

9. BUSINESS ITEMS

A. Adoption of an Ordinance Amending Port Orchard Municipal Code Sections 15.30.020, 15.30.070, and 15.30.100, Pertaining to Illicit Discharge to the Stormwater System

Councilmember Worden recused himself at 7:42 p.m.

Moved by John Morrissey; seconded by Heidi Fenton to Adopt an Ordinance Amending Sections 15.30.020, 15.30.070, and 15.30.100, of the Port Orchard Municipal Code, pertaining to regulation of illicit discharges to the stormwater system.

Motion Carried: 6- 0

Voting For: Mark Trenary, Jay Rosapepe, Scott Diener, Heidi Fenton, John Morrissey, Shirah Dedman

Voting Against: None

Councilmember Worden returned to the meeting at 7:43 p.m.

B. Adoption of a Resolution Declaring Certain Personal Property as Surplus and Authorizing its Disposition Thereof

Moved by Scott Diener; seconded by John Morrissey to Adopt a resolution declaring personal property as described, as surplus and authorizing its disposition.

Motion Carried: 7- 0

Voting For: Mark Trenary, Jay Rosapepe, Scott Diener, Eric Worden, Heidi Fenton, John Morrissey, Shirah Dedman

Voting Against: None

10. DISCUSSION ITEMS

A. Council Choice of RMSA Required Course for 2026

HR Director Lund explained that the City maintains liability coverage through AWC RMSA (Association of Washington Cities Risk Management Service Agency). They require one annual training for all elected officials.

After a brief discussion, Councilmember Dedman noted she is currently taking the 'Elected Officials Essentials' webinars and Councilmembers Fenton, Morrissey, and Worden will be attending the AWC Annual Conference. These fulfill the training requirements.

Councilmembers Diener, Rosapepe, and Trenary will take the training 'A Supervisors Guide to Eliminating Employment Claim Risk'.

B. Setting Council Retreat Date

After discussion, Council agreed to hold the Council Retreat on Friday, April 17, 2026, with no staff attending. Mayor Putaansuu will gather information from the directors and bring to the retreat for Council to deliberate.

11. REPORTS OF COUNCIL COMMITTEES

A. Council Advisory Committees

Councilmember Morrissey reported on the February 9th Economic Development and Tourism Committee meeting.

Councilmember Rosapepe reported on the February 10th Sewer Advisory Committee meeting.

Councilmember Worden reported on the February 10th Transportation Committee meeting.

Discussion was held regarding Coffee with Council and a consensus was reached to remove it from Reports of Council Committees and will discuss under Good of the Order if needed.

12. REPORT OF MAYOR

The Mayor reported on the following:

- Read portions of minutes from 50, 75 and 95 years ago.
- Community Cleanup Day scheduled for May 16th.
- Housing Kitsap key ceremony at Riverstone Development.
- Federal budget passed with three and a half million included for the Bay
- Street reconstruction project.
- Downtown updates and beautification process

13. REPORT OF DEPARTMENT HEADS

Finance Director Crocker reported the State had their COP (Certificate of Participation) sale and we received a 3.8% interest rate on our 20-year borrowing.

Community Development Director Bond reported on staff time reviewing and processing cabaret licenses and rezone proposals.

14. CITIZEN COMMENTS

Bob Showers said the Mayor and Council need to work closer together and suggested the City look into different forms of municipal government.

In response to Athena Wahlstrom's question about judicial hearings, Mayor Putaansuu suggested she contact the City Clerk with her questions and the appropriate staff would reach out to her.

15. GOOD OF THE ORDER

In response to Councilmember Worden's question about who to talk to regarding changing

ordinances, Mayor Putaansuu said he should reach out to the appropriate advisory committee chair depending on the topic of the ordinance, or reach out to the Mayor. Also, there is a presentation scheduled for next week with Rice Fergus Miller on the community event center which will include discussion on the kraken sculpture.

A brief discussion was held on town hall meetings and it was noted this will also be discussed at the next work study session.

In response to Bob Shower's earlier citizen comments, Councilmember Morrissey noted the Mayor is his own form of government and he can do certain things without Council's approval, and they are attempting to work on their relationships to each other and with the Mayor. Additionally, he spoke about the Revitalization Grant program and urged business and property owners downtown to reach out to the City.

Councilmember Diener noted he will try to attend the next Council meeting as he is out of the country, and also mentioned the Givens Center is going to be put up for sale.

A brief discussion was held on the Givens Center.

Councilmember Rosapepe spoke about the South Kitsap Helpline gala and the upcoming South Kitsap Public Education Foundation event on April 25th.

16. EXECUTIVE SESSION

At 8:42 p.m., Mayor Putaansuu recessed the meeting for a 10-minute executive session pursuant to 42.30.110(1)(i) regarding legal risks of a proposed action when public discussion may have financial or legal consequences for the agency. City Attorney Archer was invited to attend and she announced no action would follow.

At 8:52 p.m. Mayor Putaansuu extended the meeting for an additional 10-minutes.

At: 9:02 p.m., Mayor Putaansuu reconvened the meeting back into session.

16. ADJOURNMENT

The meeting adjourned at 9:02 p.m. No other action was taken.

Brandy Wallace, MMC, City Clerk

Robert Putaansuu, Mayor



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

Agenda Staff Report

Presentation: 5.A. Recognition of the volunteer service of Reserve Police Officer Dustin McClure (M. Brown)

Meeting Date: March 10, 2026

Presenter:

Summary and Background:

Relationship to Comprehensive Plan:

Recommendation:

Motion for Consideration:

Has item been presented to Committee/Work Study? No

If so, which one:

Fiscal Impact:

Alternatives:

Attachments:

None



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

Agenda Staff Report

Presentation: 5.B. Port Orchard Farmers Market (Erika Anderson, President)
Meeting Date: March 10, 2026
Presenter: Brandy Wallace, City Clerk

Summary and Background:

2025 Impact Statement They appreciate the opportunity to share key highlights from the season, including economic impact data, attendance growth, community engagement metrics, and the market's role in activating downtown and supporting small businesses. The presentation will be brief and focused on measurable outcomes and community benefit.

Relationship to Comprehensive Plan: 6 - Economic Development

Recommendation: N/A

Motion for Consideration: N/A

Has item been presented to Committee/Work Study? No
If so, which one:

Fiscal Impact: N/A

Alternatives: N/A

Attachments:

1. 2025_State_of_the_Market_Impact_Report_Close_to_Fall__1__1_



2025 State of the Market

Mission

To strengthen our local food system and economy by supporting small farms, producers, and artisans; increasing access to healthy, locally-grown food for all; and fostering inclusive community spaces where people connect, learn, and thrive.

Vision

We envision a thriving community where fresh, local food is a right—not a privilege. Our market is more than a place to shop—it's a movement for food justice, where everyone belongs, small farms and businesses flourish, and neighbors come together to nourish body, heart, and home.

Purpose

The Kitsap Regional Farmers Market exists to be a cornerstone of the local economy by managing vibrant, inclusive markets where farmers and small businesses can sell directly to the public. We provide an inclusive space where everyone can access healthy food and connect as a community.

Food Access Allies

A RESOLUTION OF THE KITSAP COUNTY COUNCIL FOR HUMAN RIGHTS DECLARING ACCESS TO FOOD AS A FUNDAMENTAL HUMAN RIGHT

WHEREAS, the Kitsap County Council for Human Rights is committed to promoting and protecting the inherent dignity, equity, and human rights of all people who live, work, and thrive in Kitsap County; and

WHEREAS, access to adequate, nutritious, safe, and culturally appropriate food is essential to human survival, health, dignity, and full participation in community life; and

WHEREAS, Article 25 of the Universal Declaration of Human Rights affirms that “everyone has the right to a standard of living adequate for the health and well-being of themselves and of their family, including food”; and

WHEREAS, the International Covenant on Economic, Social and Cultural Rights recognizes “the fundamental right of everyone to be free from hunger”; and

WHEREAS, food insecurity remains a significant and growing issue in Kitsap County, disproportionately affecting children, seniors, working families, people with disabilities, communities of color, unhoused individuals, and other marginalized groups; and

WHEREAS, the right to food includes not only freedom from hunger but equitable access to food that is affordable, nutritious, culturally relevant, and produced in ways that are environmentally sustainable and socially just; and

WHEREAS, access to food is interconnected with broader determinants of well-being, including housing, healthcare, transportation, environmental health, and economic opportunity; and

WHEREAS, Kitsap County benefits from the work of many community organizations, local farms, Tribal partners, food banks, community gardens, and food justice advocates who strive to ensure that no individual goes without adequate food, yet structural and systemic barriers to food security persist; and

WHEREAS, local governments, advisory bodies, and community partners share both the responsibility and the opportunity to support policies, programs, and initiatives that advance food security, food sovereignty, and equitable food systems for all residents;

NOW, THEREFORE, BE IT RESOLVED that the Kitsap County Council for Human Rights affirms that access to food is a fundamental human right and commits to supporting, uplifting, and partnering with community members, organizations, Tribal partners, and local governments to advance food justice throughout Kitsap County; and

BE IT FURTHER RESOLVED that the Council urges Kitsap County and its partners to consider and support policies, resource investments, and initiatives that:

- Expand equitable access to affordable, nutritious food;
- Support and strengthen local food producers and sustainable agricultural practices;
- Address systemic inequities that contribute to food insecurity;
- Ensure culturally appropriate and equitable food access for all communities;
- Build a resilient, community-driven food system that promotes human dignity and environmental stewardship; and
- Encourage and enable restaurants, bakeries, and other food-service establishments to donate prepared foods to community partners within timelines that comply with Washington State Department of Health food safety regulations.

BE IT FINALLY RESOLVED that the Kitsap County Council for Human Rights will continue to use its platform to educate, advocate, and collaborate in support of a Kitsap County where all residents can realize their fundamental human right to food.

Meet Our Employees

Market Manager - Ellie Richmond
manager@pofarmersmarket.org
(360) 602-1022

Community Engagement Manager - Ingrid Hartsock
community@pofarmersmarket.org
(206) 659-5103

Market Assistant - Hana Chollar
assistant@pofarmersmarket.org

2026 Board of Directors

Erika Anderson - President

Sallie Nau - Vice President

Scheereen Dedman - Secretary

KC Pearson - Treasurer

Stephanie Neil

Heidi Fenton

Daniel Sullivan

Nate Bybee

Kelly Nelson

Kevin Brandy

Shaun Wood

THANK YOU SEASON & EVENT SPONSORS!

Presenting

Port of Bremerton

Power of Produce Kids Club

Astound Broadband

Music at the Market

Reck Law

Harvester

Port Orchard Tree Care

Gardener

Kitsap Bank

Port Orchard Rotary

Salmonberry Books

\$14,500
market revenue

\$14,000+
in-kind donations

Cultivator

Fisher Distinctive Dentistry

Kiwanis Club of Port Orchard

The TIPP Shop

Companion

Damn Fine Pizza

Pier Pioneer Travel

Rosanna Diggs Embroidery

Westbay Auto Parts

Bark-It at the Market

Ruff Seas Treats

Empty Bowls Soup Off

Sallie's Custom Clayworks

Volunteer Impact

55 Volunteers
1,220.5+ Volunteer Hours

“Alone we can do so little,
together we can do so much.”
-Helen Keller





Market Operations & Financial Performance

Vendor Sales

\$1,030,556!

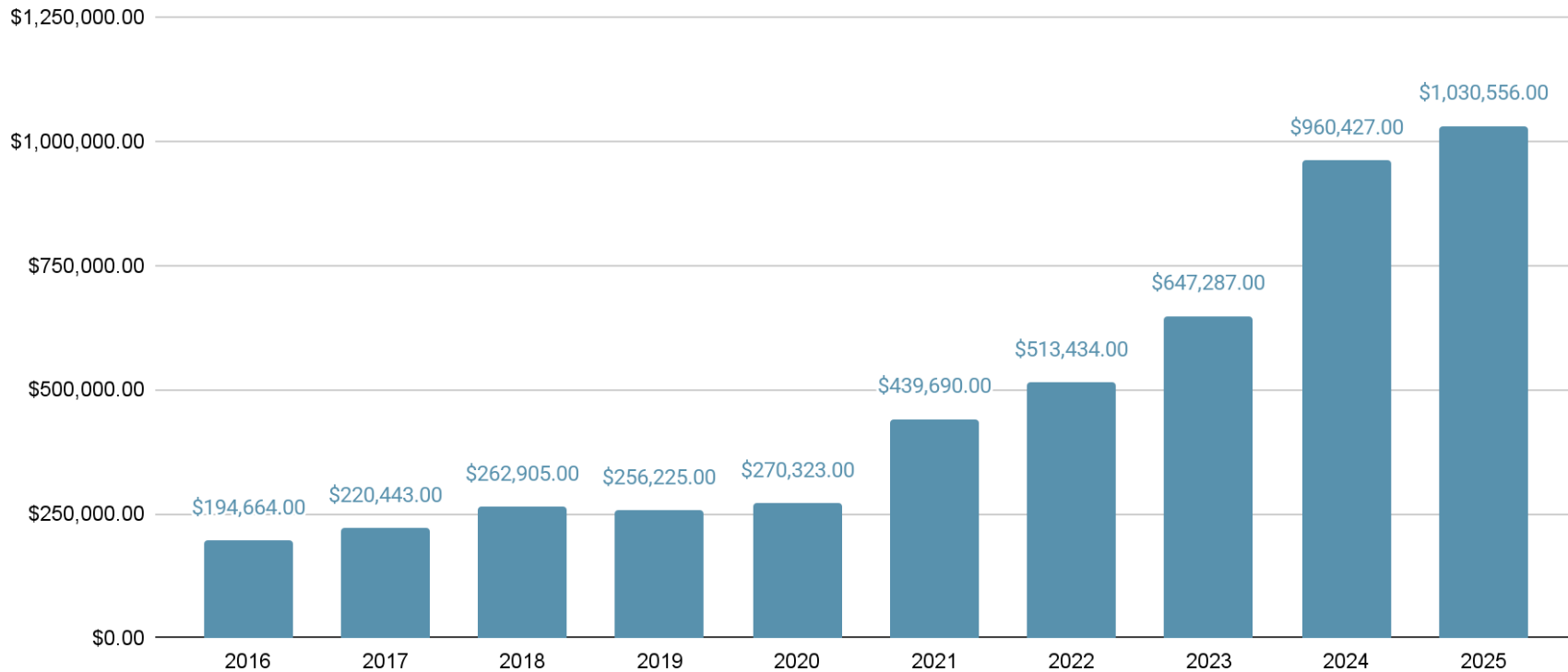
8% increase in sales over last year!

Average

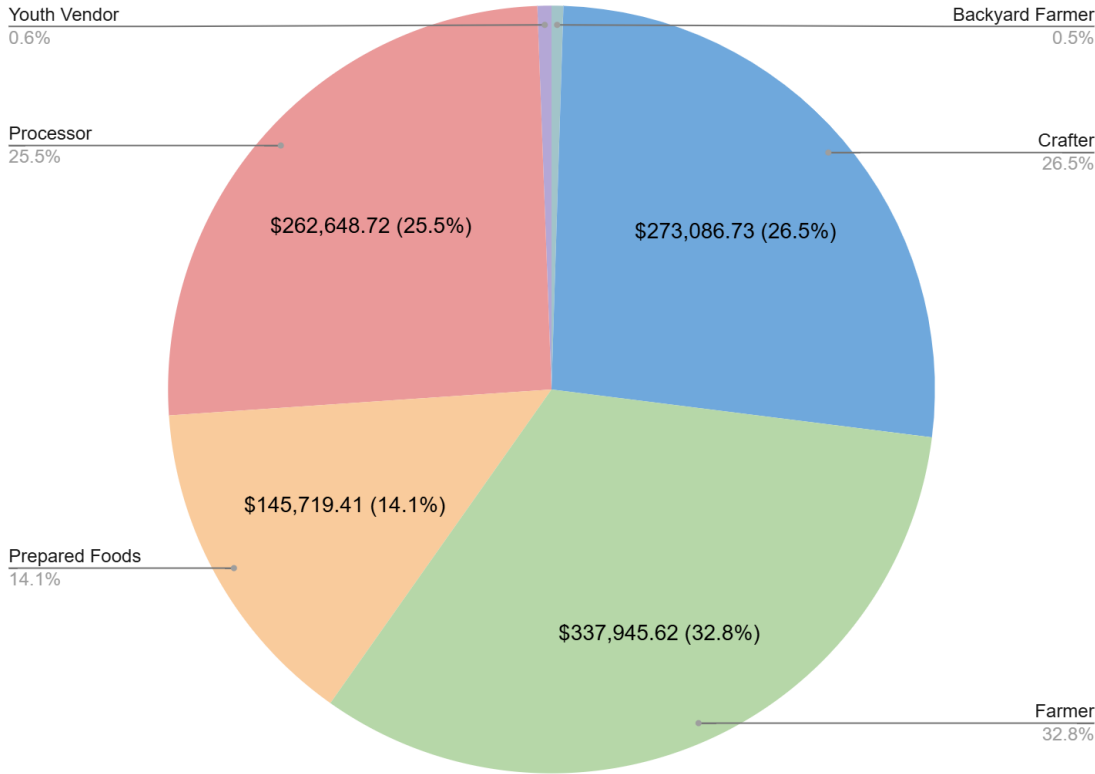
\$36,805.57 per Market Day

\$7,522.31 per HOUR

Vendor Sales Year to Year



Vendor Sales



	2025 Sales	Increase
Backyard Farmer	\$5,071.38	182%
Crafter	\$273,086.73	16%
Farmer	\$337,945.62	8%
Prepared Foods	\$145,719.41	37%
Processor	\$262,648.72	-11%
Youth Vendor	\$6,083.86	-1%

137 Vendors

30 Farmers

Farmers

55 Crafters

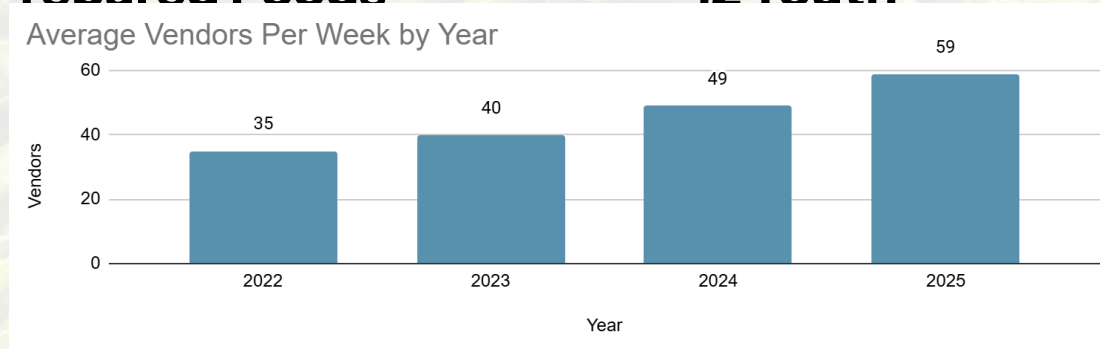
Processors

17 Prepared Foods

5 Backyard

18

12 Youth



Attendance

Year	Total	Average	\$/Visitor
2025	47,284	1,689	\$21.80
2024	41,956	1,498	\$22.89
2023	35,406	1,311	\$18.28
2022	23,264	895	\$22.07

Attendance is up 12.75% from last year

Food Assistance

\$7,187 in EBT Tokens

\$6,512 in SNAP Market Match

\$5,008 WIC / Senior FMNP

**\$5,123.96 Raised for South Kitsap Helpline
at our Empty Bowls Soup Off**



Community Engagement

Power of Produce Kids Club



Month	2025 Participants	2024 Participants
April	111	100
May	121	104
June	85	76
July	87	70
August	60	60
September	54	45
October	49	53
Participation Total	567	508
Unduplicated Total	412	383

POP Club Partners! Harbor Montessori School at Creekside, West Sound Beekeepers, The Xerces Society for Invertebrate Conservation, Kitsap Peninsula Mycological Society, and the WSU Extension Kitsap Master Gardeners.



POP Kids Club

Special thanks to Program Sponsor
Astound Broadband!

&

Fathoms O' Fun Royalty Court
for volunteering at every POP Kids Club.

Your dedication to community service and creating
a fun, engaging opportunity for kids at the market is
deeply appreciated!





Thank you for engaging with,
sharing, and creating content
that promotes the farmers
market!

Digital Outreach



SOCIAL STATS



	Facebook	Instagram
1/1/25 followers	10,800	2,204
11/7/25 followers	11,508	2,908

NEWSLETTER

1/1/25 subscribers	396
11/7/25 subscribers	675

WEBSITE

Since January 1, 2025	
Unique Visits	12,889
Page Views	19,845

Community Booths

89 booth spaces donated to local nonprofits, community organizations, and market sponsors.





Music at the Market

20 solo musicians and
bands played the market in
2025!

Special thanks to
Program Sponsor
Reck Law!

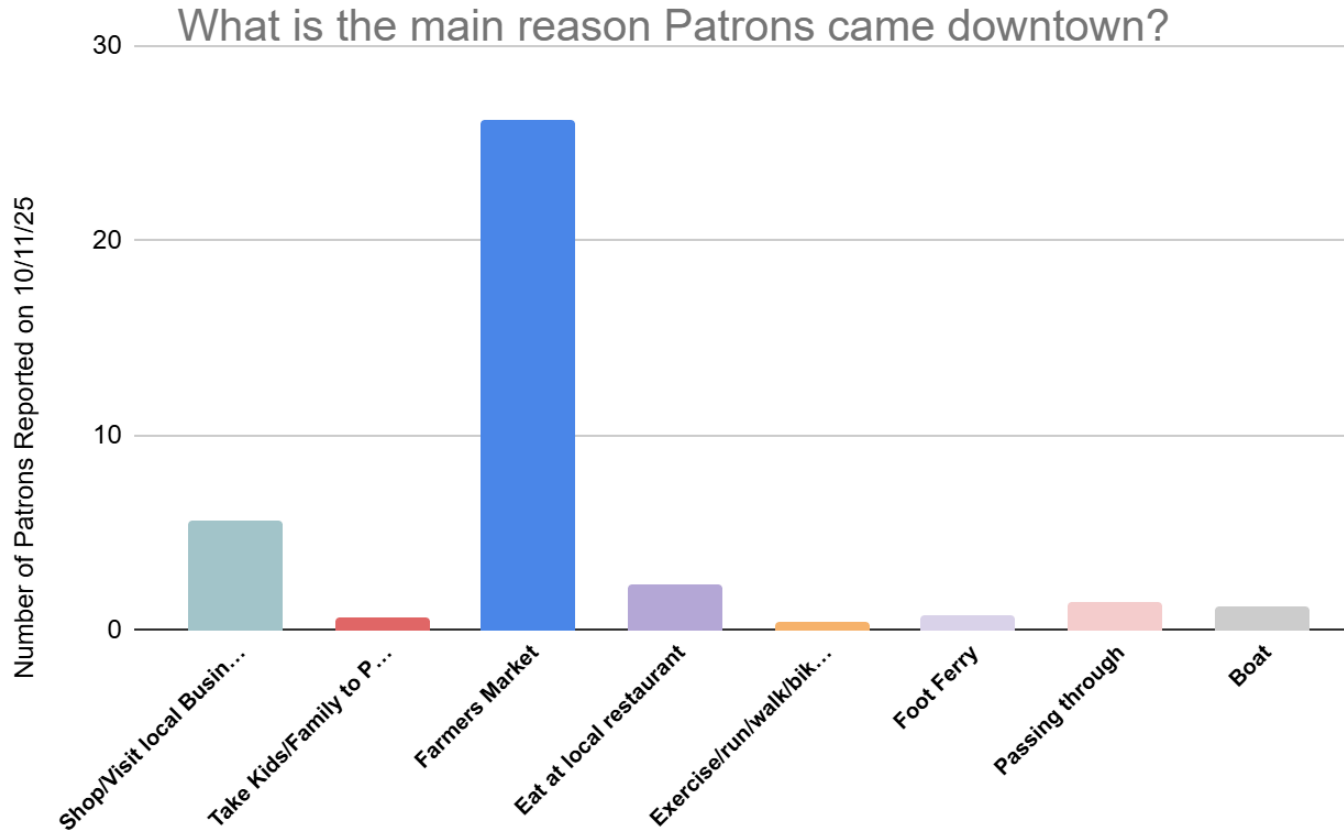


DOT Survey Results

Purpose: To provide information for grants and other funding sources as well as learn about our wonderful customers!



What brings our customers to the downtown?



Sample size: 1 Saturday

Oct 11th 2025

Findings: Majority of people reported that they visit downtown to visit the Farmers Market and to shop at local business.

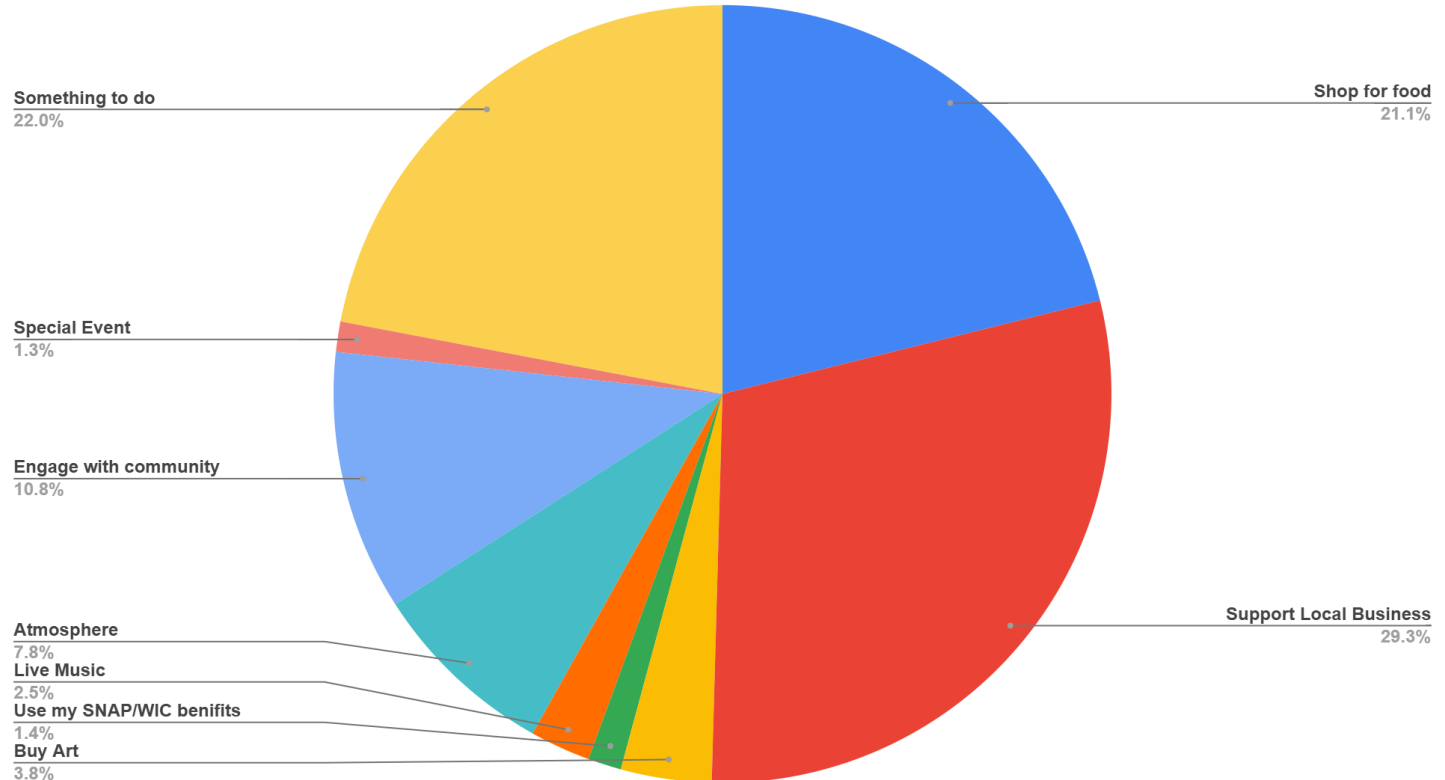
What brings our customers to the market?

What brings customers to our market?

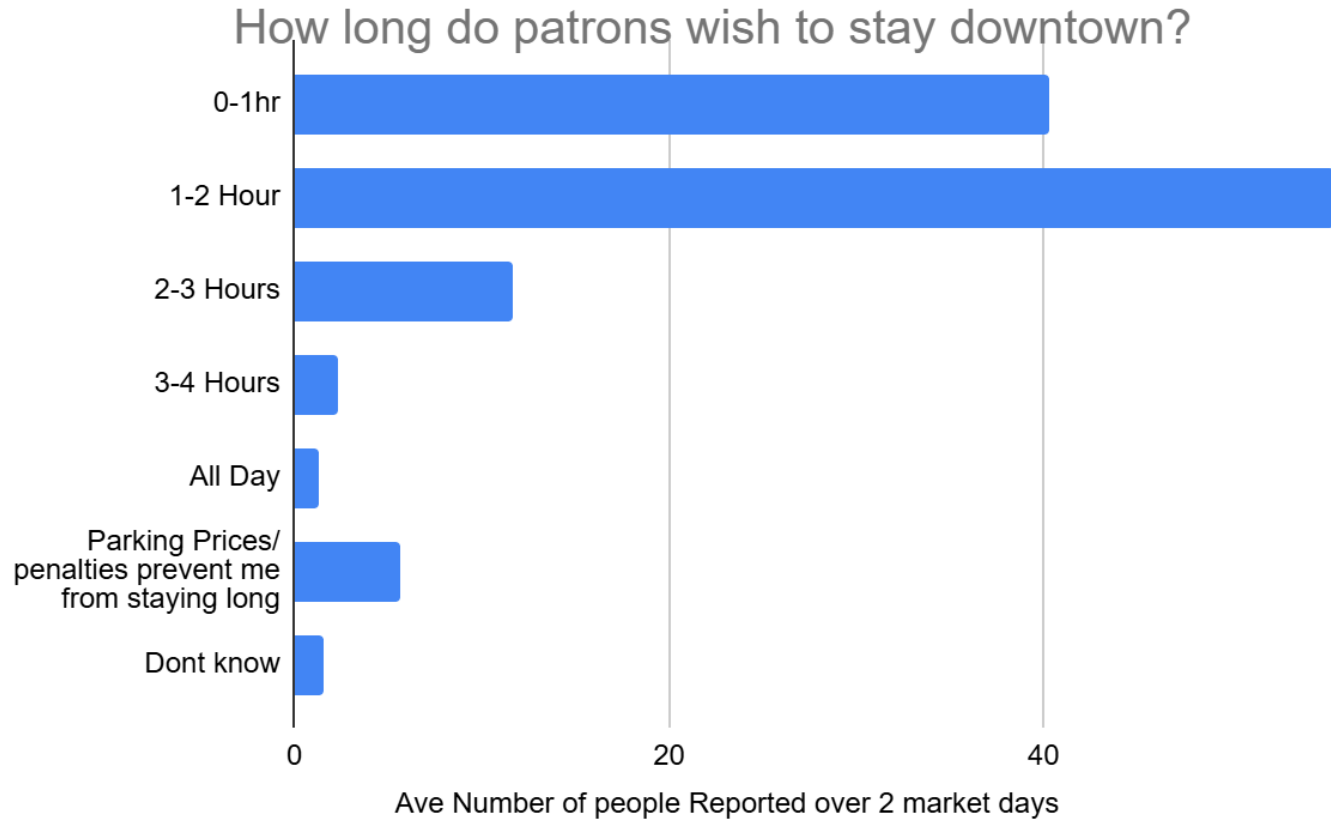
Sample size: 3 Saturdays

May, June, August

Findings: most customers come to shop for food, support local business, engage with community and find something to do. Very few shoppers reported coming to use their SNAP or EBT benefits.



How long do Patrons wish to stay downtown?



Sample size: 2 Saturdays

8/2/25 and 10/11/25

Findings: Majority of people reported they were planning to stay downtown between 0 and 2 hours (87%)

*note- patrons had the opportunity to note about parking prices if they wished- it did not seem to be a big issue for the majority of patrons (4.8%).

Was it easy to find parking?



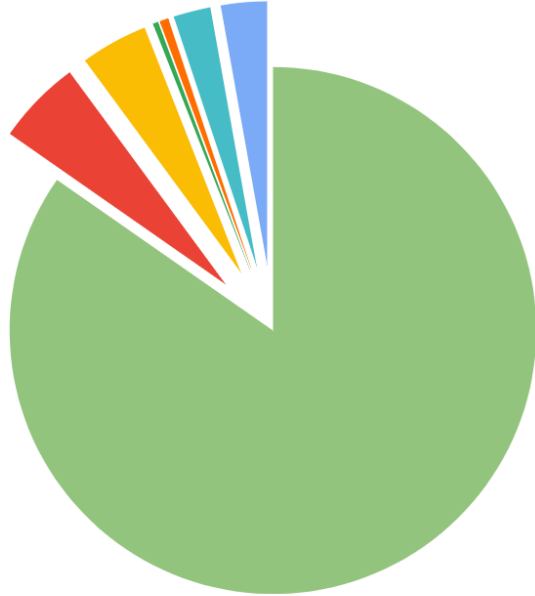
Sample size: 2 Saturdays

May and August

Findings: Majority of people reported that parking was easy and this number drops throughout the day while the difficult line trends upwards. .

What WA State areas visited?

WA State Visitors



Sample size: 5
Saturdays

5/31, 6/7, 8/29/13 and
10/11/25

Findings: 84% of visitors
from Washington State
were from Kitsap
County

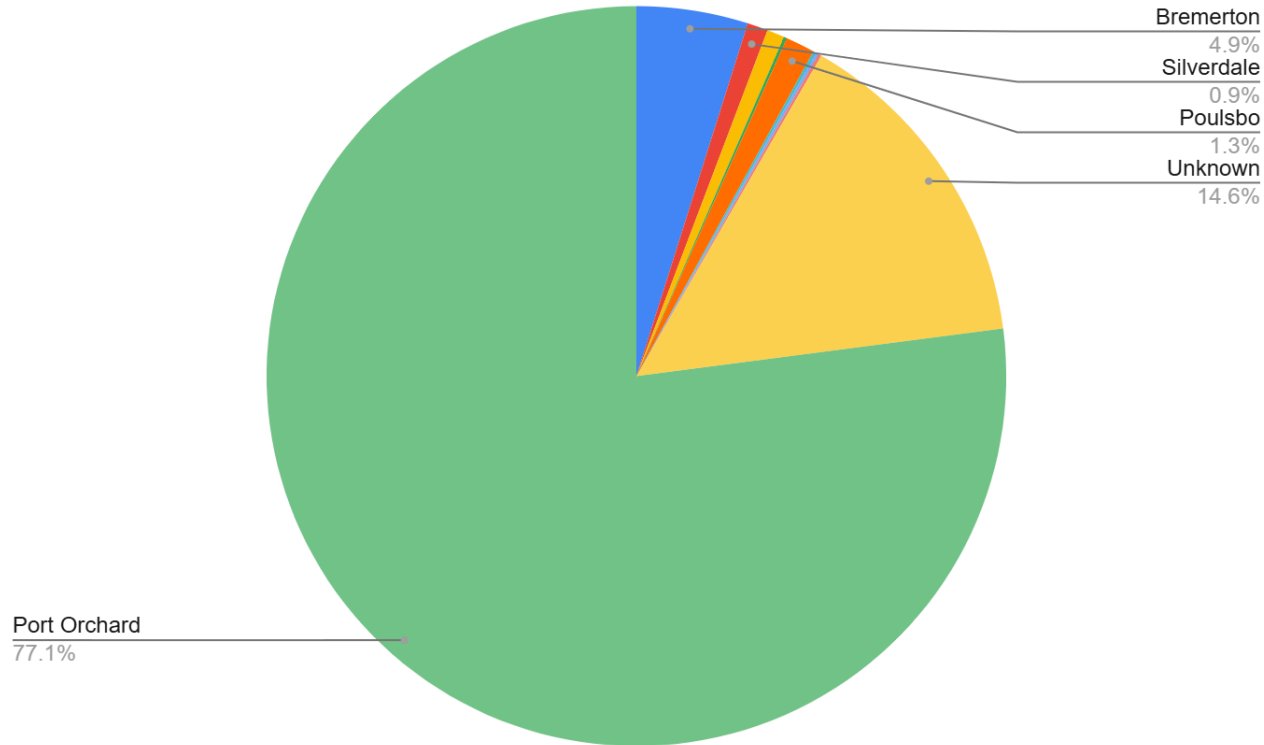
● Kitsap 84.7% ● Pierce County 5.2% ● King County 4.1% ● Jefferson .5%
● Thurston County .5% ● Mason 2.3% ● Other Unkn. 2.8%

Visitors from WA State came from :

Skagit	Lakebay
Benton	Lakewood
Allyn	Lynnwood
Belfair	Pierce
Burien	Renton
Chelan	Ridge Field
Clallam	Seattle
Clark	Snohomish
Des Moines	Snoqualmie
Federal Way	Spanaway
Gig Harbor	Spokane
Issaquah	Vashon
Kent	Vaughn
Key Peninsula	Westlake
Kittitas Co.	

Where in Kitap did people visit from?

Percentage of Kitsap County Visitors



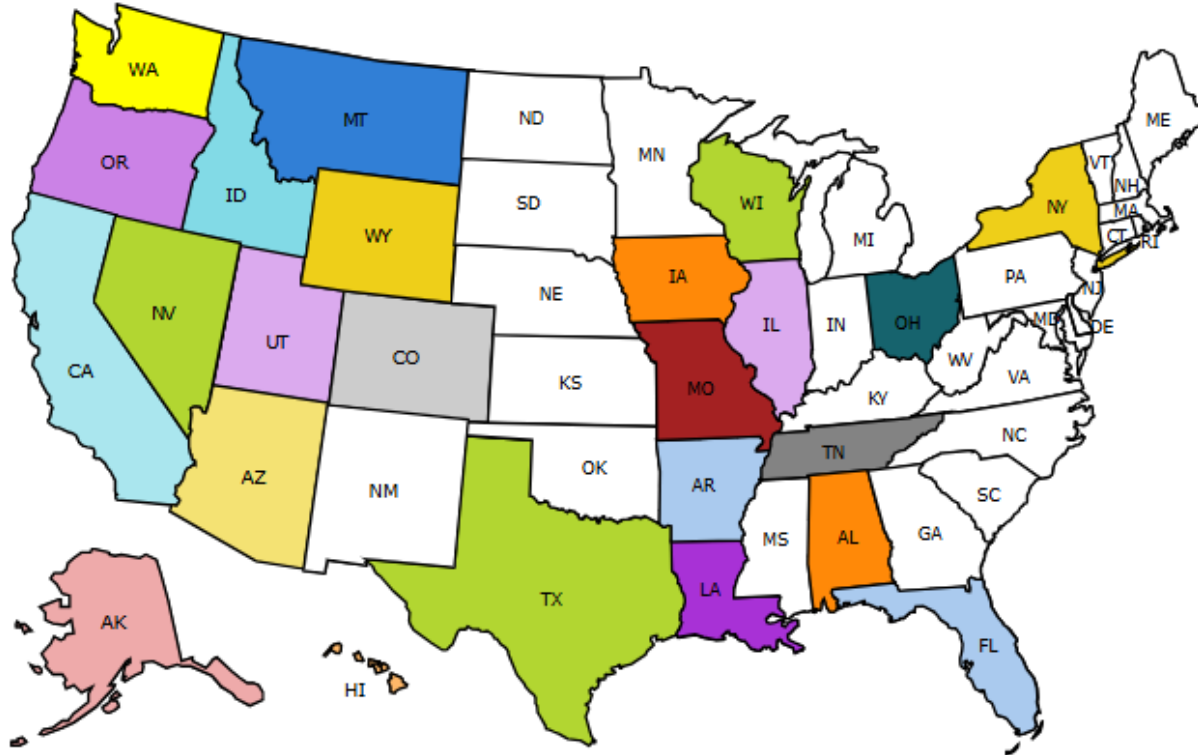
Sample size: 5 Saturdays

5/31, 6/7, 8/29/13 and
10/11/25

Findings: Visitors from
Kitsap County were our
very own Port Orchard
People- about a quarter
of Kitsap Visitors were
from elsewhere in the
County.

Where did people travel from across the US and beyond?

Nevada
Oregon
Illinois
Arizona
Idaho
Utah
California
Wyoming
Louisiana
Tennessee
Hawaii
Arkansas
Alabama
Ohio
Texas
Colorado
Montana
Missouri
Wisconsin
Florida
Iowa
New York



Sample size: 5 Saturdays

5/31, 6/7, 8/2, 9/13 and
10/11/25

**Findings: Visitors
came from all over
the US and the
World!**

United Kingdom
Japan
Germany
Estonia
Canada
Indonesia
Thailand
UK
Denmark
Guam

Any questions?



Questions? Contact
sallien@pofarmersmarket.org

*Thank
you!*



City of Port Orchard

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

Agenda Staff Report

Business Items: 7.A. Adoption of a Resolution Authorizing the Mayor to Execute a Contract with Baumwelt, PLLC for the Givens Park Master Plan Project (Ryan)

Meeting Date: March 10, 2026

Presenter: Denis Ryan, Public Works Director

Summary and Background:

The City published a Request for Qualifications (RFQ) for the Givens Park Master Plan in the Kitsap Sun and Daily Journal of Commerce on December 19 and December 26, 2025. The RFQ sought qualified Architecture and Engineering firms to provide professional services for the development of a comprehensive master plan addressing long term improvements at Givens Park. The project scope includes planning, conceptual design, preliminary engineering, community engagement, accessibility evaluation, cost estimating, and preparation of a final Master Plan. Givens Park is a highly utilized community park that features athletic courts, a playground, picnic shelters, and the Givens Active Club building. Recent enhancements have strengthened the parks amenities. The Master Plan will provide a cohesive framework for future capital investments, support eligibility and competitiveness for grant funding, and ensure consistency with Washington State RCO requirements.

By the January 16, 2026 deadline, the City received five (5) Statements of Qualifications. A review panel evaluated the submissions based on the criteria outlined in the RFQ and selected two (2) top ranked firms for interviews. Following interviews and consideration of technical expertise, project approach, understanding of community and accessibility priorities, Baumwelt, PLLC was identified as the most qualified consultant. Public Works staff subsequently met with Baumwelt, PLLC to negotiate and confirm the scope of work, schedule, project management approach, and contract terms. The resulting Professional Services Agreement has been prepared consistent with the services outlined in the RFQ.

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends adoption of a Resolution authorizing the Mayor to execute a Professional Services Agreement with Baumwelt, PLLC for development of the Givens Park Master Plan.

Motion for Consideration: I move to adopt a Resolution authorizing the Mayor to execute a Professional Services Agreement in a form acceptable to the City Attorney with Baumwelt, PLLC for the development of the Givens Park Master Plan in the amount of \$149,925.00.

Has item been presented to Committee/Work Study? No

If so, which one: No.

Fiscal Impact: Funding for the Givens Park Master Plan is included in the adopted 2026 Budget. The Professional Services Agreement with Baumwelt, PLLC totals \$149,925.00 dollars and will be funded through the Parks Capital budget. No additional appropriation is required.

Alternatives: Do not approve and provide further guidance.

Attachments:

1. 2026_0304_Givens_Master_Renovation_-_Baumwelt_Team_Landscape_Scope_-_R1
2. RESOLUTION_-_Givens_Park_Master_Plan
3. CONTRACT_PACKET_-_Givens_Park_Master_Plan

SCOPE OF WORK



Givens Park Sport Court Remodel City of Port Orchard Landscape Architecture Services Scope of Work – R1 March 4, 2024

GENERAL

In general the scope of work is to provide site planning, cost estimating, and grant application preparation for Givens Park in Port Orchard, Washington. The project aims to apply for Recreation and Conservation Office (RCO) funding within the next two months. The Client is City of Port Orchard (Client). The project is located along the edges of Srouf Street, Kendall Street, and Tacoma Avenue in Port Orchard, WA 98366.

Work performed by subconsultants is as follows:

*Civil Engineering – 3J Consulting
RCO Grant Writing – Juniper Court Consulting
Architectural Analysis – Revival Architects
Electrical Engineering - Cross Engineers*

I. ADMINISTRATION

A. Project Management – Schedule

Baumwelt will develop and maintain a project schedule from the project kick-off through approval of the master plan.

B. Project Management – Track and Report Progress

Baumwelt will track and report progress of the project and ensure team is completing tasks as scheduled and communicate status. Take steps as necessary to ensure contractual budget and timeline are met.

II. BACKGROUND INFORMATION

A. Onsite Conditions

Examine existing available information affecting the site. Obtain available site information including existing aerial photographs, topographic maps, past reports and surveys. The collected information will be consolidated and used as background information throughout the planning and design process. Photograph all significant areas of the site.

1. Natural Features

a) Assess:

- 1) Topography
- 2) Vegetation
- 3) Soil

2. Man-Made Features and Services

a) Coordinate and conduct a pre-development review with the city to review city policies and current and future plans that may affect the site:

- 1) possible field reconfiguration
- 2) active club building assessment
- 3) traffic: future road improvements
- 4) domestic water system and sanitary sewer
- 5) irrigation
- 6) fire protection
- 7) required permits

3. Prepare Written Summary

- a) water system: existing and potential/required upgrades
- b) sewage disposal system and storm drainage: existing and potential/required upgrades
- c) fire protection: existing condition and potential/required upgrades
- d) electrical: existing condition and potential/required upgrades

B. **Topographic Survey**

A topographic survey of the area of proposed improvements will be provided by the design team.

C. **Program Elements**

At a minimum, the following preliminary program elements as identified:

Active:

- ☐ Lighted Multi-use Synthetic Turf Sports Field
- ☐ Dugouts and Score Booth
- ☐ Accessible Playground
- ☐ Consider Pump Track
- ☐ Sand Volleyball Courts

Passive:

- ☐ Active Club Building Assessment
- ☐ Tables/Seating/Picnic Areas (Covered)
- ☐ Parking
- ☐ Open Space Natural Play Areas

D. **Client Meeting #1 Kick Off Meeting**

At this meeting, we will present and receive information gathered to date. The purpose of the first meeting is to gain an understanding of the specific needs and concerns of the client and to take advantage of their history with the site and previous use to refine the program and develop design criteria. We will also present background information gathered to date.

E. **Public Meeting #1**

This meeting will be held to review and confirm the existing program, and to gather public input prior to beginning design. It is principally to show the general public that all interests are being identified and that needs and concerns will be addressed. Baumwelt will prepare a written brief of the meeting that includes an evaluation of the public comments for effect on the program and design criteria.

F. **Stakeholder Meeting #1**

Formation of a group of project stakeholders. Similar process to the first public meeting, but with more direct conversations with members of the stakeholder group.

G. **Active Club Building Assessment**

Project Team will review existing conditions of the active club as a part of their high-level architectural assessment. This assessment will determine the viability of the structure for reuse including as summary of renovation constraints and opportunities

H. **Deliverables**

- 1. Minutes from all meetings.
- 2. Active Club Building Assessment.

III. RCO GRANT SUPPORT

A. Application for Recreation and Conservation Office (RCO) Grants

Due to the current public schedule for RCO applications, Baumwelt and team member Juniper Court Consulting will assist the client in preparing RCO grant application(s) for this project in advance of conducting the remaining master plan process. This is so that application can be made by the deadline. The city will provide input on what project elements to included in the application , including supporting graphics and plan specific information such as areas, quantities, etc, in advance of the April 30, 2026 RCO grant application deadline.

B. Deliverables

Completed RCO grant application(s) and presentation(s). NOTE: City of Port Orchard to deliver all presentations to RCO.

IV. DESIGN CRITERIA AND PROGRAM REFINEMENT

A. Update Design Criteria and Program

Using the physical and social input, suggest program and design criteria refinements to guide the development of alternative designs.

B. Deliverables

1. Assessment of preliminary program based upon site conditions and public input.
2. Minutes from all meetings.

NOTE: Final program prioritization, program element sizes (field dimensions, etc.), and program quantities will be determined by city Staff.

V. ALTERNATIVE PLANS

A. Alternative Conceptual Design Studies

Once the program and design criteria are set and we have a good understanding of the site we will develop any number of alternative plans as we progress towards the optimum plan for the site and the proposed program elements. In this effort we will address the design criteria and program that have evolved to this point. Scaled drawings and illustrations will be developed which graphically describe the various alternatives. Each plan will be sufficiently detailed to convey the conceptual differences between alternatives. Any number of variations will be developed for each program element.

B. Stakeholder Meeting #2

Review the alternative plans with the stakeholders and select one or portions of each for further refinement.

C. Client Meeting #2

Review the alternative plans with you and discuss input from stakeholder group. Identify any portions of the selected alternative for further refinement.

D. Refine Alternative Designs

1. Refine plans or portions of plans based on input to date.
2. Refine preliminary cost estimates for each alternative.

E. Deliverables

1. Scaled drawings and illustrations for each review.
2. Minutes from all meetings.

VI. PRELIMINARY MASTER PLAN

A. Creation of Preliminary Master Plan

Refine the final alternatives to a more detailed master plan. The preliminary master plan will be drawn at the same scale as the final master plan. This preliminary plan will be accompanied by sketches to clearly convey the design intent. Refined construction cost estimate and possible phasing will be developed. The plan will include schematic level utility locations and preliminary grading plan utilizing the current topographic survey.

B. Stakeholder Meeting #3

Review the preliminary master plan, cost and phasing.

C. Client Meeting #3

Review the preliminary master plan, cost and phasing.

D. Public Meeting #2

1. Present the preliminary master plan. Explain the entire process and basis for decisions to the public.
2. Prepare a list of public comments relating to preparation of the final plan.

E. Deliverables

1. Preliminary master plan. The plan will be colored and mounted for ease of display. The plan will be prepared at an appropriate scale and will be supplemented with color renderings.
2. Estimate of probable construction cost.
3. Suggested phasing plan. Phasing plan will graphically illustrate each site development area and phases based upon:
 - a. program priorities
 - b. logical construction sequences
 - c. coordination with potential funding

VII. FINAL MASTER PLAN

A. Creation of Final Master Plan

The preliminary master plan will be refined into a final master plan based on review comments. It will include a schematic level utility layout and a grading plan.

B. Stakeholder Meeting #4

Review the final master plan, costs and phases.

C. Client Meeting #4

Review the final master plan, costs and phases.

D. Creation of Final Master Plan

Make final revisions and submit.

E. Active Club Building Improvements & Renovation Options

Based upon the finding of the initial architectural assessment, Architect will develop up to two high-level conceptual improvements strategies.

F. Deliverables

1. Final colored master plan (mounted)
2. Phasing plan
3. Preliminary grading plan
4. Preliminary utilities plan
5. Cost estimate
6. Minutes from all meetings

SCOPE OF WORK



SCHEDULE

RCO grant application work will be completed by the State deadline of April 30, 2026 (approximately a two-month period). The remainder of the master plan process will be completed within a three (4) month period. Total scope of work time is anticipated to be completed within six (6) months of notice to proceed. Specific dates for each meeting and deliverables will be set prior to notice to proceed.

RCO Grant Support: March-April 2026
Master Plan Process: May-August 2026

DESIGN FEE

To be paid on a lump-sum basis established by percentage of work complete.

Baumwelt Landscape Design Fee: **\$63,700.00**

Includes Tasks:

- I. Administration*
- II. Background Information*
- III. RCO Grant Support*
- IV. Design Criteria & Program Support*
- V. Preliminary Plan*
- VI. Final Plan*

Subconsultants:

Civil Engineer – 3J Consulting	\$36,626.00
RCO Grant Specialist – Juniper Court Consulting	\$15,360.00
Architect – Revival Architects	\$13,000.00
Electrical – Cross Engineers (estimated)	\$5,100.00
Survey – Peninsula Survey	\$8,300.00

10% Markup on Subconsultants	\$7,839.00
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<u>Subconsultant Subtotal</u>	\$86,225.00
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Total	\$149,925.00
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SCOPE OF WORK



Provided by Client

1. Site Access

Rights-of-entry upon all lands necessary for the performance of the above-described Scope of Services.

2. As-Built Drawings

The Client will provide a copy of recorded easements and restrictions along with any as-built drawings of all existing utilities within or serving the site, including water rights.

3. Background Documents

The Client will provide any existing reports, plans, site geotechnical or soils information, environmental studies, and any other documents related to the project site.

EXTRA WORK

1. Expanded Scope of Work

If during the course of the project, the Client elects to expand the Scope of Work design fees for the additional work shall be negotiated.

2. Schedule

In the event the schedule through the construction document phase is extended by the Client, fees for additional time shall be negotiated.

RESOLUTION NO.

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT WITH BAUMWELT FOR THE GIVENS PARK
MASTER PLAN.**

WHEREAS, Givens Park is a heavily used community park that serves residents with recreational amenities including athletic courts, a playground, picnic shelters, and the Givens Active Club building; and

WHEREAS, recent improvements have strengthened the park's existing facilities, creating the need for a comprehensive master plan to guide future capital investments; and

WHEREAS, the City published a Request for Qualifications (RFQ) for the Givens Park Master Plan in the Kitsap Sun and Daily Journal of Commerce on December 19 and December 26, 2025, seeking qualified Architecture and Engineering firms to provide master plan development services; and

WHEREAS, by the January 16, 2026 deadline, the City received five (5) Statements of Qualifications, which were evaluated by a review panel in accordance with the criteria set forth in the RFQ; and

WHEREAS, following the evaluations, the two (2) highest-ranked firms were invited to participate in interviews, and Baumwelt, PLLC was determined to be the most qualified, responsible, and responsive firm based on technical expertise, project approach, and understanding of the City's goals for community engagement; and

WHEREAS, Public Works staff met with Baumwelt, PLLC to review and negotiate the project scope, schedule, project management structure, and contract terms, resulting in a Professional Services Agreement consistent with the services described in the RFQ;

WHEREAS, the Port Orchard City Council, in alignment with the State Auditor's Office recommendation, wishes to document the consultant selection process for this contract by Resolution. Now, therefore,

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

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

THAT: The City Council approves and authorizes the Mayor to execute a Professional Services Agreement with Baumwelt, PLLC for the Givens Park Master Plan, in an amount as negotiated and approved by Public Works and the City Attorney, as attached hereto as Exhibit A and incorporated herein by this reference.

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

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the Clerk in authentication of such passage this 10th March, 2026.

Robert Putaansuu, Mayor

ATTEST:

City Clerk, Brandy Wallace, MMC

Port Orchard Contract #: _____
Authorized Amount: \$149,925.00
Date Start: 3/10/2026
Date End: 3/10/2027

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the City of Port Orchard, Washington, a municipal corporation organized under the laws of the State of Washington ("City") and Baumwelt, PLLC, ("Consultant") organized under the laws of the State of Washington, located and doing business at 919 MLK Way, Tacoma, WA 98405 (hereinafter the "Consultant").

RECITALS:

WHEREAS, the City desires to have certain services performed for its residents; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions; and

WHEREAS, the City complied with the requirements for hiring Consultant contained in Chapter 39.80 RCW;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

AGREEMENT:

1. Scope of Services to be Performed by Consultant.

The Consultant shall perform those services described on Exhibit "A," which is attached hereto and incorporated herein by this reference as if set forth in full. In performing such services, the Consultant shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

If the services provided hereunder are funded in whole or in part under a Grant Funding Agreement, then Consultant will comply with the terms of such Grant Funding Agreement to ensure that the City is able to obtain the maximum funding under such Grant Funding Agreement. If this applies, the City will provide the Consultant with a copy of the Grant Funding Agreement.

2. Compensation.

The City shall pay the Consultant for services rendered according to the rates and methods set forth below.

X LUMP SUM. Compensation for these services set forth in Exhibit A shall be paid on a Lump Sum basis established by percentage of work complete \$149,925.00.

TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$_____ without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "B."

TIME AND MATERIALS. Compensation for these services shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "B."

OTHER _____

3. Payment.

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

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

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

D. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

E. If the services rendered do not meet the requirements of the Agreement, the Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval. However, if the City objects to all or any portion of an invoice, it shall notify Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

F. The City reserves the right to direct the Consultant's compensated services before reaching the maximum amount.

4. Duration of Agreement.

A. This Agreement shall be in full force and effect for a period commencing on 3/10/2026 and ending 3/10/2027 unless sooner terminated under the provisions of this Agreement. The City reserves the right to offer two (2) one-year extensions prior to expiration of the Agreement to retain the Consultant's services.

B. Time is of the essence of this Agreement in each and all of its provisions in which performance is required. If delays beyond the Consultant's reasonable control occur, the Parties will negotiate in good faith to determine whether an extension is appropriate.

C. The Consultant shall obtain a City of Port Orchard business license prior to commencing work pursuant to a written Notice to Proceed.

D. The Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

5. Standard of Care.

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

6. Ownership and Use of Documents.

A. *Ownership.* Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

B. *Records preservation.* Consultant understands that this Agreement is with a government agency and thus all records created or used in the course of Consultant's work for the City are considered "public records" and are subject to disclosure by the City under the Public Records Act, Chapter 42.56 RCW ("the Act"). Consultant agrees to safeguard and preserve records in accordance with the Act. The City may be required, upon request, to disclose the Agreement, and the documents and records submitted to the City by Consultant, unless an exemption under the Public Records Act applies. If the City receives a public records request and asks Consultant to search its files for responsive records, Consultant agrees to make a prompt and thorough search through its files for responsive records and to promptly turn over any responsive records to the City's public records officer at no cost to the City.

7. Relationship of the Parties; Independent Consultant.

The Parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

8. Indemnification.

Consultant shall indemnify the City, its officers, officials, employees, agents, and volunteers for any and all claims, injuries, damages, losses or suits including attorneys' fees, but only to the extent caused by the negligence of the Consultant in performance of this Agreement.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE,

TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

The provisions of this section shall survive the expiration or termination of this Agreement.

9. Insurance.

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

A. *Minimum Scope of Insurance.* Consultant shall obtain insurance of the types described below:

- i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Consultants and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv. Professional Liability insurance appropriate to the Consultant's profession.

B. *Minimum Amounts of Insurance.* Consultant shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- iii. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. *Other Insurance Provision.* The Consultant's Automobile Liability, Commercial General Liability, and Professional Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance

pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

D. *Acceptability of Insurers.* Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-VII.

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

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

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

H. *Limitation of Liability.* Consultant's liability for professional errors and omissions shall be limited to available proceeds of the Consultant's professional liability insurance.

10. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

11. City's Right of Inspection and Audit.

A. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

B. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement. All work products, data, studies, worksheets, models, reports, and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

12. Work Performed at the Consultant's Risk.

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

13. Termination.

A. *Termination without cause.* This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. *Termination with cause.* This Agreement may be terminated upon the default of the Consultant and the failure of the Consultant to cure such default within a reasonable time after receiving written notice of the default.

C. *Rights Upon Termination.*

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

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

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

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

F. Nothing in this Subsection shall prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

14. Discrimination Prohibited.

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

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

15. Force Majeure.

Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the Party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such Party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement specifies a time period for performance of an obligation of either Party, that time period shall be extended by the period of any delay in such Party's performance caused by a Force Majeure. Provided however, that the current COVID-19 pandemic shall not be considered a Force Majeure unless constraints on a Party's performance that result from the pandemic become substantially more onerous after the effective date of this Agreement.

16. Assignment and Subcontract.

The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City. Any assignment made without the prior approval of the City is void.

17. Conflict of Interest.

The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

18. Confidentiality.

All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

19. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

20. Entire Agreement.

This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

21. Non-waiver of Breach.

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

22. Modification.

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

23. Notices.

All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, in which case the notice or communication shall be deemed given on the date of receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, in which case the notice or communication shall be deemed given three (3) business days after the date of deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, in which case the notice or communication shall be deemed given one business day after the date of deposit with such courier. In addition, all notices shall also be emailed, however, email does not substitute for an official notice. Notices shall be sent to the following addresses:

Notices to the City of Port Orchard shall be sent to the following address:

City Clerk
City of Port Orchard
216 Prospect Street
Port Orchard, Washington 98366
Bwallace@cityofportorchard.us
Phone: 360.876.4407 Fax: 360.895.9029

Notices to the Consultant shall be sent to the following address:

Derrick Eberle
919 MLK Way, Tacoma, WA 98405
Phone No.: 253) 345-1400
Email: derrick@thebaumwelt.com

24. Resolution of Disputes; Governing Law.

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor, who shall determine the term or provision's true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the Mayor's decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in Kitsap County Superior Court, Kitsap County, Washington.

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

25. Compliance with Laws.

Consistent with the Standard of Care, the Consultant agrees to endeavor to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

26. Title VI.

The City of Port Orchard, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, must affirmatively insure that its contracts comply with these regulations.

Therefore, during the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees as follows:

A. *Compliance with Regulations.* The Consultant will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

B. *Nondiscrimination.* The Consultant, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix A, attached hereto and incorporated herein by this reference, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.

C. *Solicitations for Subcontracts, Including Procurements of Materials and Equipment.* In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.

D. *Information and Reports.* The Consultant will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. *Sanctions for Noncompliance.* In the event of the Consultant's noncompliance with the non-discrimination provisions of this Agreement, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- i. withholding payments to the Consultant under the Agreement until the contractor complies; and/or
- ii. cancelling, terminating, or suspending the Agreement, in whole or in part.

F. *Incorporation of Provisions.* The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the City to enter into any litigation to protect the interests of the City. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

27. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

28. Severability.

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the dates listed below.

CONSULTANT

By: _____
Title: _____
Date: _____

CITY OF PORT ORCHARD

By: _____
Robert Putaansuu, Mayor

Date: _____

ATTEST/AUTHENTICATE

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM

Port Orchard City Attorney’s Office

APPENDIX A

During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub- recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI,

you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SCOPE OF WORK



**Givens Park Sport Court Remodel
City of Port Orchard
Landscape Architecture Services
Scope of Work – R1
March 4, 2024**

GENERAL

In general the scope of work is to provide site planning, cost estimating, and grant application preparation for Givens Park in Port Orchard, Washington. The project aims to apply for Recreation and Conservation Office (RCO) funding within the next two months. The Client is City of Port Orchard (Client). The project is located along the edges of Srouf Street, Kendall Street, and Tacoma Avenue in Port Orchard, WA 98366.

Work performed by subconsultants is as follows:

*Civil Engineering – 3J Consulting
RCO Grant Writing – Juniper Court Consulting
Architectural Analysis – Revival Architects
Electrical Engineering - Cross Engineers*

I. ADMINISTRATION

A. Project Management – Schedule

Baumwelt will develop and maintain a project schedule from the project kick-off through approval of the master plan.

B. Project Management – Track and Report Progress

Baumwelt will track and report progress of the project and ensure team is completing tasks as scheduled and communicate status. Take steps as necessary to ensure contractual budget and timeline are met.

II. BACKGROUND INFORMATION

A. Onsite Conditions

Examine existing available information affecting the site. Obtain available site information including existing aerial photographs, topographic maps, past reports and surveys. The collected information will be consolidated and used as background information throughout the planning and design process. Photograph all significant areas of the site.

1. Natural Features

a) Assess:

- 1) Topography
- 2) Vegetation
- 3) Soil

2. Man-Made Features and Services

a) Coordinate and conduct a pre-development review with the city to review city policies and current and future plans that may affect the site:

- 1) possible field reconfiguration
- 2) active club building assessment
- 3) traffic: future road improvements
- 4) domestic water system and sanitary sewer
- 5) irrigation
- 6) fire protection
- 7) required permits

3. Prepare Written Summary

- a) water system: existing and potential/required upgrades
- b) sewage disposal system and storm drainage: existing and potential/required upgrades
- c) fire protection: existing condition and potential/required upgrades
- d) electrical: existing condition and potential/required upgrades

B. **Topographic Survey**

A topographic survey of the area of proposed improvements will be provided by the design team.

C. **Program Elements**

At a minimum, the following preliminary program elements as identified:

Active:

- ☐ Lighted Multi-use Synthetic Turf Sports Field
- ☐ Dugouts and Score Booth
- ☐ Accessible Playground
- ☐ Consider Pump Track
- ☐ Sand Volleyball Courts

Passive:

- ☐ Active Club Building Assessment
- ☐ Tables/Seating/Picnic Areas (Covered)
- ☐ Parking
- ☐ Open Space Natural Play Areas

D. **Client Meeting #1 Kick Off Meeting**

At this meeting, we will present and receive information gathered to date. The purpose of the first meeting is to gain an understanding of the specific needs and concerns of the client and to take advantage of their history with the site and previous use to refine the program and develop design criteria. We will also present background information gathered to date.

E. **Public Meeting #1**

This meeting will be held to review and confirm the existing program, and to gather public input prior to beginning design. It is principally to show the general public that all interests are being identified and that needs and concerns will be addressed. Baumwelt will prepare a written brief of the meeting that includes an evaluation of the public comments for effect on the program and design criteria.

F. **Stakeholder Meeting #1**

Formation of a group of project stakeholders. Similar process to the first public meeting, but with more direct conversations with members of the stakeholder group.

G. **Active Club Building Assessment**

Project Team will review existing conditions of the active club as a part of their high-level architectural assessment. This assessment will determine the viability of the structure for reuse including as summary of renovation constraints and opportunities

H. **Deliverables**

- 1. Minutes from all meetings.
- 2. Active Club Building Assessment.

III. RCO GRANT SUPPORT

A. Application for Recreation and Conservation Office (RCO) Grants

Due to the current public schedule for RCO applications, Baumwelt and team member Juniper Court Consulting will assist the client in preparing RCO grant application(s) for this project in advance of conducting the remaining master plan process. This is so that application can be made by the deadline. The city will provide input on what project elements to included in the application , including supporting graphics and plan specific information such as areas, quantities, etc, in advance of the April 30, 2026 RCO grant application deadline.

B. Deliverables

Completed RCO grant application(s) and presentation(s). NOTE: City of Port Orchard to deliver all presentations to RCO.

IV. DESIGN CRITERIA AND PROGRAM REFINEMENT

A. Update Design Criteria and Program

Using the physical and social input, suggest program and design criteria refinements to guide the development of alternative designs.

B. Deliverables

1. Assessment of preliminary program based upon site conditions and public input.
2. Minutes from all meetings.

NOTE: Final program prioritization, program element sizes (field dimensions, etc.), and program quantities will be determined by city Staff.

V. ALTERNATIVE PLANS

A. Alternative Conceptual Design Studies

Once the program and design criteria are set and we have a good understanding of the site we will develop any number of alternative plans as we progress towards the optimum plan for the site and the proposed program elements. In this effort we will address the design criteria and program that have evolved to this point. Scaled drawings and illustrations will be developed which graphically describe the various alternatives. Each plan will be sufficiently detailed to convey the conceptual differences between alternatives. Any number of variations will be developed for each program element.

B. Stakeholder Meeting #2

Review the alternative plans with the stakeholders and select one or portions of each for further refinement.

C. Client Meeting #2

Review the alternative plans with you and discuss input from stakeholder group. Identify any portions of the selected alternative for further refinement.

D. Refine Alternative Designs

1. Refine plans or portions of plans based on input to date.
2. Refine preliminary cost estimates for each alternative.

E. Deliverables

1. Scaled drawings and illustrations for each review.
2. Minutes from all meetings.

VI. PRELIMINARY MASTER PLAN

A. Creation of Preliminary Master Plan

Refine the final alternatives to a more detailed master plan. The preliminary master plan will be drawn at the same scale as the final master plan. This preliminary plan will be accompanied by sketches to clearly convey the design intent. Refined construction cost estimate and possible phasing will be developed. The plan will include schematic level utility locations and preliminary grading plan utilizing the current topographic survey.

B. Stakeholder Meeting #3

Review the preliminary master plan, cost and phasing.

C. Client Meeting #3

Review the preliminary master plan, cost and phasing.

D. Public Meeting #2

1. Present the preliminary master plan. Explain the entire process and basis for decisions to the public.
2. Prepare a list of public comments relating to preparation of the final plan.

E. Deliverables

1. Preliminary master plan. The plan will be colored and mounted for ease of display. The plan will be prepared at an appropriate scale and will be supplemented with color renderings.
2. Estimate of probable construction cost.
3. Suggested phasing plan. Phasing plan will graphically illustrate each site development area and phases based upon:
 - a. program priorities
 - b. logical construction sequences
 - c. coordination with potential funding

VII. FINAL MASTER PLAN

A. Creation of Final Master Plan

The preliminary master plan will be refined into a final master plan based on review comments. It will include a schematic level utility layout and a grading plan.

B. Stakeholder Meeting #4

Review the final master plan, costs and phases.

C. Client Meeting #4

Review the final master plan, costs and phases.

D. Creation of Final Master Plan

Make final revisions and submit.

E. Active Club Building Improvements & Renovation Options

Based upon the finding of the initial architectural assessment, Architect will develop up to two high-level conceptual improvements strategies.

F. Deliverables

1. Final colored master plan (mounted)
2. Phasing plan
3. Preliminary grading plan
4. Preliminary utilities plan
5. Cost estimate
6. Minutes from all meetings

SCOPE OF WORK



SCHEDULE

RCO grant application work will be completed by the State deadline of April 30, 2026 (approximately a two-month period). The remainder of the master plan process will be completed within a three (4) month period. Total scope of work time is anticipated to be completed within six (6) months of notice to proceed. Specific dates for each meeting and deliverables will be set prior to notice to proceed.

RCO Grant Support: March-April 2026
Master Plan Process: May-August 2026

DESIGN FEE

To be paid on a lump-sum basis established by percentage of work complete.

Baumwelt Landscape Design Fee: **\$63,700.00**

Includes Tasks:

- I. Administration*
- II. Background Information*
- III. RCO Grant Support*
- IV. Design Criteria & Program Support*
- V. Preliminary Plan*
- VI. Final Plan*

Subconsultants:

Civil Engineer – 3J Consulting	\$36,626.00
RCO Grant Specialist – Juniper Court Consulting	\$15,360.00
Architect – Revival Architects	\$13,000.00
Electrical – Cross Engineers (estimated)	\$5,100.00
Survey – Peninsula Survey	\$8,300.00

10% Markup on Subconsultants	\$7,839.00
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<u>Subconsultant Subtotal</u>	<u>\$86,225.00</u>
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Total	\$149,925.00
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SCOPE OF WORK



Provided by Client

1. Site Access

Rights-of-entry upon all lands necessary for the performance of the above-described Scope of Services.

2. As-Built Drawings

The Client will provide a copy of recorded easements and restrictions along with any as-built drawings of all existing utilities within or serving the site, including water rights.

3. Background Documents

The Client will provide any existing reports, plans, site geotechnical or soils information, environmental studies, and any other documents related to the project site.

EXTRA WORK

1. Expanded Scope of Work

If during the course of the project, the Client elects to expand the Scope of Work design fees for the additional work shall be negotiated.

2. Schedule

In the event the schedule through the construction document phase is extended by the Client, fees for additional time shall be negotiated.



Meeting Location:
Council Chambers
216 Prospect Street
Port Orchard, WA 98366

Contact us:
Phone (360) 876-4407
cityhall@portorchardwa.gov
www.portorchardwa.gov

City Council Minutes

Work Study Session of Tuesday, February 17, 2026

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

Roll Call was taken by the City Clerk as follows:

Present: John Morrissey, Councilmember, Position No. 2
Shirah Dedman, Councilmember, Position No. 6
Mark Trenary, Councilmember, Position No. 1
Eric Worden, Councilmember, Position No. 4
Heidi Fenton, Councilmember, Position No. 5
Robert Putaansuu, Mayor

Absent: Jay Rosapepe, Councilmember, Position At-Large
Scott Diener, Mayor Pro-Tempore, Position No. 3

Audio/Visual was successful.

Staff present: Public Works Director Ryan, Community Development Director Bond, City Clerk Wallace, and Deputy City Clerk Floyd.

Staff present via Zoom Councilmember Morrissey and City Clerk Wallace.

1. CALL TO ORDER

A. Pledge of Allegiance

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

2. DISCUSSION ITEMS

A. Community Event Center Update

Donor Program

Angie Tomisser with Rice Fergus Miller (RFM), Jemma Radick with Studio SC, and Cory Binau, Studio SC, provided a presentation 'Port Orchard Community Events Center Donor Program' which included tiered donor strategies, costs, donor recognition wall, donor room naming and signage, material options, locations, Stories of our Shores, and donor wall options.

Additional discussion was held which included donor campaigns, the look of the donor recognition wall, lettering for glass doors, bench plaques, stainless steel or black tipped lettering options, donor room name costs-assigned value or names places per square foot, fundraising and community outreach, concerns with donor pricing and constructing before we are ready, and corporate sponsors.

Council direction: Council would like to move forward with the stone work donor recognition wall, look into hiring a contracted development person to raise funds, and using the rounded assigned values as a starting point.

Kraken Sculpture/Play Structure

Holly Williams with PSOMAS provided a brief presentation which included location, vision, and quality.

Additional discussion was held which included liability on having a play structure instead of a sculpture, features of the kraken sculpture, costs, different materials, play surfacing, scale and maximizing the space, engraving and naming, fundraising, and next steps.

Council direction: Staff to negotiate a scope and fee for designing the kraken as pictured in the presentation.

B. Tree Canopy

Public Works Director Ryan provided an update of the City's NPDES storm water permit. One of the upcoming requirements is that we will have to maintain certain standards for tree canopy, particularly in underserved areas.

Public Works Director Ryan and Community Development Director Bond provided a presentation 'Tree Canopy Requirements' which included overburdened communities, City of Port Orchard's overburdened population, and tree canopy planning-path forward.

Additional discussion was held regarding what an overburdened community is, 2022 overburdened communities assessment, key factors, overburdened audiences, set long-term tree canopy goals, integrate stormwater management, prioritize equity, McCormick Woods and McCormick West tree canopy, and enhancements to city owned properties.

Council direction: No direction was given.

C. Washington Opportunity Zones Program 2.0

Community Development Director Bond said the City was just notified that the Department of Commerce is soliciting proposals for opportunity zones and provided a brief background. This opportunity zone proposal is focused specifically on incomes. At the end of the year, the governor is going to identify which zones have been nominated and pick them through that process.

Port Orchard has two census tracts eligible for nomination, purely based on income; the Bethel census tract north of Sedgwick; and the Bethel census tract south of Bethel, located in both Port Orchard and the unincorporated county. The threshold is for the median family income to be 70% or below average. Our downtown census tract was an opportunity zone but is no longer eligible because the income has risen and the criteria has changed. Applications open March 11th and close April 10th.

Discussion was held regarding opportunity zones in Port Orchard and Kitsap County, tribal land, incentives, and tax breaks.

Council direction: Community Development Director Bond will complete applications and submit for both census tracts.

D. Town Hall Dates and Locations

Mayor Putaansuu explained there are tentative dates for the Town Hall meetings and mentioned Councilmember Morrissey asked about not having them all on a Thursday. The dates are Thursday, April 2, Thursday, June 4, and Thursday, September 3.

Discussion was held regarding the two Councilmembers who are not in attendance to provide their feedback, locations, Easter weekend falls around the April 2nd date, not using City Hall as a location, who is responsible for reserving the locations, possible changes to the June 4th and September 3rd dates, and Mayor Putaansuu will add this discussion to the next Council meeting agenda if there is time.

Council direction: Move the Town Hall meeting from April 2nd to April 9th and hold at McCormick Woods, meet at Gathered [702 Bay Street Port Orchard] on June 4th, meeting at a church for the September meeting, and Mayor Putaansuu will contact the two Councilmembers who are not in attendance and provide an update.

3. GOOD OF THE ORDER

Councilmember Dedman voiced her concerns about opportunity zones, explaining that people who are struggling to pay their property tax, property values can go up from people buying and selling and not putting real investment into this community.

4. ADJOURNMENT

The meeting adjourned at 8:22 p.m. No other action was taken.

Brandy Wallace, MMC, City Clerk

Robert Putaansuu, Mayor

CITY COUNCIL ADVISORY COMMITTEE MEETING DATES

STANDING COMMITTEE	Date & Time	Location
Economic Development and Tourism	March 9, 2026; 9:30am; 2nd Monday of the month	Remote Access
Utilities	March 10, 2026; 4:30pm; 2nd Tuesday of the month	Remote Access
Finance	March 17, 2026; 4:30pm; 3rd Tuesday of the month	Remote Access
Transportation	March 24; 2026; 4:45pm 4 th Tuesday of the month	Remote Access
Land Use	March 18, 2026; 4:45pm; 3rd Wednesday of the month	Remote Access
Lodging Tax Advisory	TBD; 2026	City Hall
Sewer Advisory	June 16, 2026; 3:30pm	WSUD
Outside Agency Committees	Varies	Varies
Ad-hoc Review of POMC 2.04	TBD; 2026	City Hall

*Dates subject to change

MAYOR

Robert (Rob) Putaansuu
Mayor
 Administrative Official

CITY COUNCIL

Scott Diener
Councilmember Position 3
 Land Use Committee
 Transportation Committee

Mark Trenary
Councilmember Position 1
 Finance Committee, **Chair**
 Transportation Committee
 KRCC-alt
 KEDA-alt

Jay Rosapepe
Councilmember Position At-Large
 Utilities/Sewer Advisory Committee, **Chair**
 Land Use Committee
 Kitsap Public Health District
 PSRC-alt
 Kitsap Transit

John Morrissey
Councilmember Position 2
Mayor Pro-Tem
 Finance Committee
 E/D & Tourism Committee, **Chair**
 Lodging Tax, **Chair**
 Kitsap Economic Development Alliance

Eric Worden
Councilmember Position 4
 Transportation Committee, **Chair**
 Finance Committee

Heidi Fenton
Councilmember Position 5
 Utilities/Sewer Advisory Committee
 E/D & Tourism Committee
 KRCC
 911-alt

Shirah Dedman
Councilmember Position 6
 E/D & Tourism Committee
 Utilities/Sewer Advisory Committee
 Land Use Committee

DEPARTMENT DIRECTORS

Tim Drury
Municipal Court Judge

Debbie Lund, CEBS SPHR SHRM-SCP
Human Resources Director

Noah Crocker, M.B.A.
Finance Director

Brandy Wallace, MMC, CPRO
City Clerk

Matt Brown
Police Chief

Nicholas Bond, AICP
Community Development Director

Denis Ryan, CPWP-M, CPRP
Public Works Director