

Marysville City Council Meeting

May 26, 2020

7:00 p.m.

Teleconference

PUBLIC NOTICE:

Pursuant to Governor Inslee’s Proclamation 20-28, in an effort to curtail the spread of the COVID-19 virus, City Council Meetings and Work Sessions will take place by teleconference. Councilmembers and members of the public will not attend in person. Anyone wishing to provide written or verbal public comment, must pre-register at this link: www.marysvillewa.gov/remotepubliccomment

To listen to the meeting without providing public comment:

Dial in (Toll Free): 1-866-899-4679

Access Code: 411 759 133

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Committee Reports

Presentations

A. Declaring June 2020 Men’s Health Month

B. Declaring June 2020 as Class of 2020 Month

Audience Participation

Approval of Minutes *(Written Comment Only Accepted from Audience.)*

1. Approval of the April 13, 2020 City Council Minutes

2. Approval of the April 27, 2020 City Council Minutes

Consent

3. Approval of the May 6, 2020 Claims in the Amount of \$582,450.68 Paid by EFT Transactions and Check Numbers 140904 through 140956 with No Check Numbers Voided.

Review Bids

Marysville City Council Meeting**May 26, 2020****7:00 p.m.****Teleconference****Public Hearings****New Business**

4. Consider Approving the Three-Party Contract between Boulder Park Project and King County for Biosolids Beneficial Use Services
5. Consider Approving the Interagency Agreement with the Washington State Department of Commerce through the Coronavirus Relief Fund for Local Governments
6. Consider Approving to Initiate and Administer the Business Rent Relief Grant Program, including Final Grant Awards

Legal**Mayor's Business****Staff Business****Call on Councilmembers****Adjournment/Recess****Executive Session**

- A. Litigation
- B. Personnel
- C. Real Estate

Reconvene**Adjournment**

Special Accommodations: The City of Marysville strives to provide accessible meetings for people with disabilities. Please contact the City Clerk's office at (360) 363-8000 or 1-800-833-6384 (Voice Relay), 1-800-833-6388 (TDD Relay) two business days prior to the meeting date if any special accommodations are needed for this meeting.

A



PROCLAMATION

Declaring June 2020 Men’s Health Month in the City of Marysville

WHEREAS, despite advances in medical technology and research, men continue to live an average of five years less than women, with Native American and African-American men having the lowest life expectancy; and

WHEREAS, education about the importance of a healthy lifestyle and early detection of male health problems will result in reducing rates of mortality from disease; and

WHEREAS, men who understand the value that preventative health can play in prolonging their lifespans and their roles as productive family members are more likely to participate in health screenings; and

WHEREAS, fathers who maintain a healthy lifestyle are role models for their children and have happier, healthier children; and

WHEREAS, the Men’s Health Network worked with Congress to develop a national men’s health awareness period as a special campaign to help educate men, boys and their families about the importance of positive health attitudes and preventative health practices; and

WHEREAS, the Men’s Health Month website at www.MensHealthMonth.org features resources and information about awareness events and activities, including Wear Blue for Men’s Health; and

WHEREAS, Marysville residents are encouraged to increase awareness of the importance of a healthy lifestyle, regular exercise, and medical check-ups.

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby proclaim June 2020 as

MEN’S HEALTH MONTH

in the City of Marysville. I encourage all residents of Marysville to pursue preventative health practices and early detection efforts.

Under my hand and seal this twenty-sixth day of May, 2020.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor

B



PROCLAMATION

Declaring June 2020 Class of 2020 Month in Marysville

- WHEREAS, 2020 gave way to unprecedented circumstances that are preventing traditional high school graduation, year-end activities and celebrations; and
- WHEREAS, high school seniors in the greater Marysville community have demonstrated incredible strength, resilience and perseverance and have risen to the challenges before them; and
- WHEREAS, educators in the Marysville, Lakewood and Lake Stevens School Districts work closely and passionately with our students and families to provide a wonderful education; and
- WHEREAS, this year’s graduates of Marysville Pilchuck, Marysville Getchell, Legacy, Heritage, Lakewood and Lake Stevens High Schools make our community proud of their commitment to responsible citizenship in this historic time; and
- WHEREAS, the Class of 2020 includes future leaders, pioneers, creators, motivators and role models who will represent their hometown with honor as they go on to create their futures nearby and far afield; and
- WHEREAS, the greater Marysville community honors, supports and congratulates all of our 2020 graduates who will continue to shine long after this crisis has ended.

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby proclaim June 2020 as

CLASS OF 2020 MONTH

in the City of Marysville. I encourage all residents of Marysville to show your school pride and support for graduating high school seniors, their parents and families in your neighborhood.

Under my hand and seal this twenty-sixth day of May, 2020.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor

Index #1

City Council



**1049 State Avenue
Marysville, WA 98270**

**Regular Meeting
Minutes
April 13, 2020**

Call to Order

Mayor Nehring called the teleconference meeting of the Marysville City Council to order at 7:00 p.m.

Invocation

The invocation was given by Chaplain Greg Kanehen.

Pledge of Allegiance

Mayor Nehring led those present in the Pledge of Allegiance.

Roll Call

CAO Hirashima called the roll.

Present:

Mayor: Jon Nehring

Council: Councilmember Jeff Vaughan, Councilmember Tom King, Councilmember Mark James, Councilmember Michael Stevens, Councilmember Kelly Richards, Councilmember Steve Muller, Council President Kamille Norton

Staff: Finance Director Sandy Langdon, Chief Administrative Officer Gloria Hirashima, Public Works Director Kevin Nielsen, Parks & Recreation Director Tara Mizell, Interim Police Chief Jeff Goldman, Human Resources Manager Teri Lester, City Attorney Jon Walker, Fire Chief Martin McFalls, Public Relations Administrator Connie Mennie, Information Services Manager Worth Norton, Systems Analyst Mike Davis

Approval of the Agenda

Motion to Approve the Agenda moved by Councilmember James seconded by Councilmember Richards.

AYES: ALL

Committee Reports

Councilmember Richards commented that Snohomish County Tomorrow is reminding everyone to fill out their census. There is also a survey that Snohomish County Parks is asking people to complete.

Presentations

A. Holocaust Remembrance Day

Mayor Nehring read the Proclamation recognizing April 20, 2020 as Holocaust Day of Remembrance in Marysville.

B. Juror Appreciation Week

Mayor Nehring read the Proclamation designating April 26-May 2, 2020 as Marysville Juror Appreciation Week.

Audience Participation (Pre-registration required, see public notice above.)

Audience participation was solicited. There was none.

Approval of Minutes (Written Comment Only Accepted from Audience.)

1. Approval of the February 24, 2020 City Council Meeting Minutes

Motion to Approve the February 24, 2020 City Council Meeting Minutes moved by Councilmember King seconded by Councilmember Richards.

AYES: ALL

2. Approval of the March 2, 2020 City Council Meeting Minutes

Motion to Approve the March 2, 2020 City Council Meeting Minutes moved by Councilmember Richards seconded by Councilmember James.

VOTE: Motion carried 6 - 0

ABSTAIN: Councilmember Muller

3. Approval of the March 23, 2020 City Council Meeting Minutes

Motion to Approve the March 23, 2020 City Council Meeting Minutes moved by Council President Norton seconded by Councilmember James.

AYES: ALL

Consent

4. Approval of the March 25, 2020 Claims in the Amount of \$1,525,408.96 Paid by EFT Transactions and Check Numbers 139196 through 139441 with Check Number 139149 Voided
5. Approval of the April 1, 2020 Claims in the Amount of \$5,725,526.02 Paid by EFT Transactions and Check Numbers 139442 through 139738 with No Check Numbers Voided
15. Approval of the April 3, 2020 Payroll in the Amount of \$1,423,818.98 Paid by EFT Transactions and Check Numbers 33019 through 33043
16. Approval of the April 8, 2020 Claims in the Amount of \$1,528,839.58 Paid by EFT Transactions and Check Numbers 139739 through 140188 with Check Number 138802 Voided
8. Consider Approving the Renewal Amendment Inter-local with State of Washington Department of Corrections for Community Correction Officer Assignment
9. Consider Approving an Agreement with Benefit Coordinators Corporation
10. Consider Approving an Agreement with Premera Blue Cross
11. Consider Approving an Agreement with Delta Dental of Washington
12. Consider Approving an Agreement with Navia Benefit Solutions
13. Consider the Supplemental Professional Services Agreement with KeyBank National Association

Motion to Approve Consent Agenda items 4, 5, 15, 16, and 8-13 moved by Councilmember Muller seconded by Councilmember King.

AYES: ALL

Review Bids

6. Consider Awarding the 83rd Ave NE and Soper Hill Rd Intersection Improvement Project Contract with Reece Construction in the Amount of \$773,059.70 and Approve a Management Reserve of \$77,305.97, for a Total Allocation of \$850,365.67

Director Nielsen had no additional information.

Motion to Approve authorizing the Mayor to sign and execute the 83rd Ave NE and Soper Hill Rd Intersection Improvement Project Contract with Reece Construction in the

Amount of \$773,059.70 and Approve a Management Reserve of \$77,305.97, for a Total Allocation of \$850,365.67 moved by Councilmember Richards seconded by Councilmember James.

AYES: ALL

7. Consider Awarding the 2020 Biosolids Removal and Reuse Project Contract with American Process Group, Inc. in the Amount of \$8,397,697.00 and Approve a Management Reserve of \$419,884.85, for a Total Allocation of \$8,817,581.85

Director Nielsen had no new information on this project.

Motion to Approve authorizing the Mayor to sign and executive the 2020 Biosolids Removal and Reuse Project Contract with American Process Group, Inc. in the Amount of \$8,397,697.00 and Approve a Management Reserve of \$419,884.85, for a Total Allocation of \$8,817,581.85 moved by Councilmember Vaughan seconded by Council President Norton.

AYES: ALL

Public Hearings

New Business

14. Consider Approving a Resolution Delegating Contracting Authority, Establishing Minimum Procurement Procedures, and Repealing Resolution No. 2469

Motion to Approve Resolution No. 2486 moved by Council President Norton seconded by Councilmember King.

AYES: ALL

Legal

Mayor's Business

- Mayor Nehring gave an update on the City's COVID-19 response.
- Community Transit had a Board Meeting where they discussed extremely low ridership and other issues affecting the agency.
- Dom Amor is the new interim CEO of Economic Alliance Snohomish County as the previous CEO has taken an opportunity elsewhere.
- Association of Washington Cities cancelled their summer conference in Yakima, but they will be doing the business meeting online.

Staff Business

Human Resources Manager Lester had no new comments.

Interim Chief Goldman announced the Police Department is healthy and doing well. Criminal activity is down due to a well-executed plan.

Director Langdon reminded everyone that the Finance Committee meeting scheduled for Wednesday had been cancelled.

Community Information Officer Mennie had no comments.

Director Mizell announced that one of the two boats has been removed from the waterfront.

Chief McFalls welcomed Kristin Banfield to Marysville. He is looking forward to seeing everyone soon.

Director Nielsen thanked Council for approving the two projects tonight. These are essential projects for getting the economy rolling again.

City Attorney Walker stated the need for three Executive Session items tonight - one regarding pending litigation with action expected, one regarding purchase of real estate with no action expected, and one regarding labor relations discussions with action expected. He estimated 30 minutes for the three items.

CAO Hirashima had no comments.

Call on Councilmembers

Councilmember Stevens reminded everyone to file their F1s.

Councilmember King commented that there is a Fire Board meeting coming up this week. There is also a meeting with the Strawberry Festival committee to finalize a decision about the Strawberry Festival.

Councilmember Muller had no comments.

Councilmember James commended Mayor Nehring and Interim Chief Goldman for their quick work in addressing a situation with a camper on the waterfront trail.

Councilmember Vaughan asked Director Nielsen about the effects of the stay-at-home order on utilities. Director Nielsen replied that consumption is up. The number one concern is flushable wipes which cause problems in the system. The City is working on communications with the public to address this. As far as capacity goes, there haven't been any issues.

Councilmember Vaughan reported that the Health District has been very busy with other issues in addition to COVID-19. He is looking forward to getting back together in person.

Councilmember Richards commended all city staff for keeping things going. He misses seeing everyone in person.

Council President Norton asked Chief Goldman if the SRO's are back on patrol. Interim Chief Goldman reported that they are either serving in other capacities, on vacation, or are at home due to being in a high-risk category.

Adjournment/Recess

Council recessed into Executive Session at 7:38 p.m. for 30 minutes to discuss three items: one item regarding pending litigation with action expected, one regarding purchase of real estate with no action expected, and one regarding labor relations discussions with action expected.

Executive Session

- A. Litigation - one item, RCW 42.30.110(1)(i)
- B. Personnel - one item, RCW 42.30.140(4)(a)
- C. Real Estate - one item, RCW 42.30.110(1)(b)

Executive Session was extended 10 minutes.

Reconvene

Council reconvened following the Executive Session at 8:18 p.m.

Motion to Approve the settlement agreement with Bonta, LLC moved by Council President Norton seconded by Councilmember Richards.

AYES: ALL

Motion to Approve the Mayor offering employees a voluntary early retirement program, excluding the directors moved by Councilmember King seconded by Councilmember Muller.

AYES: ALL

Adjournment

Motion to Adjourn at 8:22 p.m. moved by Councilmember James seconded by Councilmember Richards.

AYES: ALL

The meeting adjourned at 8:22 p.m.

Approved this _____ day of _____, 2020.

Mayor
Jon Nehring

Index #2

City Council



**1049 State Avenue
Marysville, WA 98270**

**Regular Meeting
Minutes
April 27, 2020**

Call to Order

Mayor Nehring called the teleconference meeting of the Marysville City Council to order at 7:00 p.m.

Invocation

Pastor John Mason of Mt. View Presbyterian Church gave the invocation.

Pledge of Allegiance

Mayor Nehring led the group in the Pledge of Allegiance.

Roll Call

CAO Hirashima gave the roll call.

Present:

Mayor: Jon Nehring

Council: Councilmember Jeff Vaughan, Councilmember Tom King, Councilmember Mark James, Councilmember Kelly Richards, Councilmember Michael Stevens, Councilmember Steve Muller, Council President Kamille Norton

Staff: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Public Works Director Kevin Nielsen, Parks Director Tara Mizell, Interim Police Chief Jeff Goldman, City Attorney Jon Walker, Community Development Director Jeff Thomas, Fire Chief Martin McFalls, Human Resources Manager Teri Lester, Public Relations Administrator Connie Mennie, Information Services Manager Worth Norton, Systems Analyst Mike Davis

Approval of the Agenda

Motion to Approve the agenda moved by Councilmember Richards seconded by Councilmember James.

AYES: ALL

Committee Reports

Councilmember King reported that the Fire Board Personnel Committee met on Friday and interviewed for two firefighter positions.

Councilmember Richards noted that Jan Brown did a video conference last week to talk to the CERT (Community Emergency Response Team) representatives.

Councilmember James reported on the kickoff meeting of the Law and Justice Council on Thursday, April 16.

Presentations

A. Proclamation: Declaring Crosswalk Safety Month in Marysville

Mayor Nehring read the Proclamation into the record.

B. Proclamation: Declaring Women's Health Month in Marysville

Mayor Nehring read the proclamation into the record.

Audience Participation

Mayor Nehring solicited public comments. There were none.

Approval of Minutes (Written Comment Only Accepted from Audience.)

1. Approval of the February 27-28, 2020 Council Retreat Minutes

Motion to Approve the February 27-28, 2020 Council Retreat Minutes moved by Councilmember Muller seconded by Councilmember King.

AYES: ALL

Consent

2. Approval of the April 15, 2020 Claims in the Amount of \$420,513.39 Paid by EFT transactions and Check Numbers 140189 through 140456 with Check Number 140184 Voided

3. Approval of the April 24, 2020 Payroll in the Amount of \$1,356,116.47 Paid by EFT Transactions and Check Numbers 33044 through 33065

4. Approval of the April 22, 2020 Claims in the Amount of \$2,330,784.63 Paid by EFT Transactions and Check Numbers 140457 through 140727 with Check Number 138698 Voided

Motion to Approve Consent Agenda items 2, 3, and 4 moved by Council President Norton seconded by Councilmember Richards.

AYES: ALL

Review Bids

Public Hearings

New Business

5. Consider Approving the Professional Services Agreement with Makers Architecture and Urban Design, LLP for Consultant Services

Director Thomas reviewed this item. There were no comments or questions from Council.

Motion to Approve authorizing the Mayor to sign and execute the Professional Services Agreement with Makers Architecture and Urban Design, LLP for Consultant Services moved by Councilmember King seconded by Councilmember James.

AYES: ALL

Legal

Mayor's Business

6. Discussion Regarding Affordable Housing Sales Tax Credit COVID-19 Program

Mayor Nehring reviewed this item utilizing grant funding for people in the community that are suffering as a result of COVID-19 related job loss or loss of income. Finance Director Langdon discussed the application process.

Councilmember Richards asked how much money would be in the fund for this purpose. Mayor Nehring estimated about \$93,000; the maximum per individual as recommended by staff would be \$1500 per person.

Councilmember James commented that this could help a significant number of households. He asked how fraud would be handled. Mayor Nehring commented that the funds would be paid directly to the landlord. City Attorney Walker also responded.

Councilmember Muller asked how realistic it is that they could implement this in the next 60 days. Finance Director Langdon explained that they would work with Connie Mennie to get the word out through a variety of channels. Mayor Nehring added that if there was money leftover it would just stay in the fund for another purpose later. Councilmember

Muller asked if there would be an ending date on it. Mayor Nehring replied that they could.

Councilmember James noted that some of these people might not have computers. He also suggested reaching out to other organizations that work with low income individuals to get the word out. Finance Director Langdon indicated that staff had considered this.

Councilmember Richards suggested reaching out to the landlord group to let them know about this opportunity. Mayor Nehring indicated they could do that.

Council President Norton wondered if this could create an enticement for someone to not pay their rent. She stated that she was a little uncomfortable with putting the City in the position of picking "winners and losers". She noted that other cities do more of a lottery scenario. She also wondered if they would be better off waiting until they have a better idea of the impact of this crisis.

Councilmember Vaughan expressed concern about setting up the City to do something they are not already doing, especially when there are other organizations that already do this work. He suggested channeling the money to an organization already serving this population. He also commented that a lot of those who are furloughed are currently making more money now than they were when they were working. He also thought it could be wise to wait and see what happens. He likes the idea of using these funds for the MESH houses in the future when they may be more necessary than ever.

Councilmember Richards liked the idea of possibly waiting to see what happens a little later as most people are getting unemployment and stimulus checks.

Councilmember James asked where this idea came from. Mayor Nehring explained that he and Finance Director Langdon had been discussing it. They have since learned that several other cities are also considering this.

Councilmember King spoke in support of the idea.

Councilmember James asked about getting some pre-applications from people in order to get more of an idea about the need. Finance Director Langdon suggested they could call United Way or other organizations to see what kind of calls they are getting from people in the area.

There appeared to be a consensus to wait to take any action on this for now. Mayor Nehring noted that it could be taken up at any time in the future. He suggested bringing this back to the last meeting in May.

Other Mayor's Business:

- He thanked councilmembers for brainstorming other good ideas.

- There is \$33,000 from the CDBG grant fund which will be used to support businesses or non-profits that are helping people with COVID-19.
- The CARES Act will also be available soon. This will be a microbusiness program.
- He put together a call with all the mayors in the county to put together a coalition to send a message to the community and a corresponding letter to the governor to get some real benchmarks and a timeline for re-opening the community.

Staff Business

Director Thomas gave an update on the idea to postpone expiration dates of business licenses. He discussed the status of construction activity in the city during Phase 1. He also discussed a grant program for small businesses up to \$10,000 per businesses which is through the State.

Director Langdon announced that the audit began a week and a half ago, but it is being done remotely.

Human Resources Manager Lester had no comments.

Director Mizell commented that she was involved in a group of directors across the state to communicate with the Governor. Some of their recommendations were reflected in the Governor's recent update.

Interim Chief Goldman announced that the crime rate is continuing to go down in all areas. He gave an update on new hires.

Director Nielsen gave an update on public works projects around the City.

Public Relations Administrator Mennie thanked Councilmember Vaughan for bringing attention to resident concerns about the virtual Council meetings. She noted that more information about public access to these meetings has been added to the website.

Chief McFalls thanked staff for the information about grant funding.

City Attorney Walker stated the need for an Executive Session to discuss three items - two items regarding property leases and one item regarding collective bargaining negotiations. No action was expected on any of the items, and the total time was estimated to be 15 minutes.

CAO Hirashima reported that the civic center is continuing to be under construction. The City has been notified that there have been COVID-related construction cost impacts, but no costs have been accrued yet.

Call on Councilmembers

Councilmember Muller thanked staff for all the updates. He asked Director Nielsen about DOT projects. Director Nielsen replied they are still scheduled to move forward.

Councilmember King commended Interim Police Chief Goldman for police response to a situation at WinCo last week. He commented that the bridges are looking good. He also noted that *The Herald* had a good article about the Mayors' meeting.

Councilmember Vaughan had the following comments:

- He thanked the Mayor and staff for all the regular communication.
- He thanked Director Thomas for getting copies of the safety plans for construction projects. This will be a benefit for the community. He asked to recognize the contractor that made these available.
- He thanked Connie Mennie for responding to the citizen concerns about the virtual meetings.
- He commended the community for complying with the Governor's Stay Home Stay Safe order. He discussed concerns that he is hearing from the public.
- He recommended working closely with local businesses to find ways to lessen financial burdens and impacts they are facing.
- He recommended looking at the resources available through the faith community. He also suggested engaging and empowering community groups and non-profits.
- He recommended beginning to open up some recreational type activities which are currently more stringent than the state requirements.
- Finally, he expressed concerns he has heard about liberties and civil rights.

Councilmember Stevens expressed appreciation to Councilmember Vaughan for his comments.

Councilmember James had the following comments:

- He commended the Mayor and the staff for their hard work.
- He thanked the Marysville Police Department for helping out with food bank operations.
- He asked Director Thomas for the name of the contractor who had provided the safety plans. Director Thomas acknowledged J.R. Riley Construction from Bellevue for making the plans available.
- He thanked residents for cooperating with the Governor's guidelines.

Councilmember Richards thanked staff for their hard work. He also thanked J.R. Riley Construction who helped with the safety plan. He read a draft letter he had proposed sending to Governor Inslee in support of starting to cautiously open things up.

Council President Norton thanked Councilmember Richards for the letter. As advocates for the citizens she agreed it is important to start looking forward and getting better answers.

Adjournment/Recess

Council recessed at 8:32 p.m. for eight minutes before reconvening into Executive Session at 8:40 p.m. to discuss three items - two items regarding property leases and one item regarding collective bargaining negotiations. No action was expected on any of the items, and the total time was estimated to be 15 minutes.

Executive Session

- A. Litigation
- B. Personnel - one item, RCW 42.30.140(4)(a)
- C. Real Estate - two items, RCW 42.30.110(1)(c)

Executive Session was extended 20 minutes.

Reconvene

Council reconvened following the Executive Session at 9:15 p.m. No action was taken.

Adjournment

The meeting adjourned at 9:15 p.m.

Approved this _____ day of _____, 2020.

Mayor
Jon Nehring

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 05/26/2020

AGENDA ITEM: Claims	AGENDA SECTION:	
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:	
ATTACHMENTS: Claims Listings	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Please see attached.

<p>RECOMMENDED ACTION:</p> <p>The Finance and Executive Departments recommend City Council approve the May 6, 2020 claims in the amount of \$582,450.68 paid by EFT transactions and Check No.'s 140904 through 140956 with no Check No.'s voided.</p> <p>COUNCIL ACTION:</p>
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BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-5

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$582,450.68 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 140904 THROUGH 140956 WITH NO CHECK NO.'S VOIDED** THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **8th DAY OF JUNE 2020**.

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/30/2020 TO 5/6/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
140904	PREMERA BLUE CROSS	PREMERA CLAIMS PAID 4/19-4/25	MEDICAL CLAIMS	39,717.94
140905	AKANA	PROFESSIONAL SERVICES	SEWER CAPITAL PROJECTS	22,359.91
140906	ALBERTS, HEIDI	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
	ALBERTS, HEIDI		PARKS-RECREATION	80.00
140907	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	56.56
140908	ARMSTRONG, RON	UB REFUND	WATER/SEWER OPERATION	127.76
140909	BHC CONSULTANTS	PROFESSIONAL SERVICES	WASTE WATER TREATMENT	6,837.95
140910	BOYS & GIRLS CLUBS	CDBG-MARYSVILLE CAPITAL PROJECT	COMMUNITY	14,999.27
140911	BRULEY, MIKE & TARA	UB REFUND	WATER/SEWER OPERATION	238.04
140912	BURNS, MELISSA		WATER/SEWER OPERATION	289.87
140913	CASCADE COLUMBIA	ALUMINUM CHLORIDE	WASTE WATER TREATMENT	1,149.84
	CASCADE COLUMBIA		WASTE WATER TREATMENT	12,980.23
	CASCADE COLUMBIA		WASTE WATER TREATMENT	13,319.43
140914	CASCADE SECURITY	SECURITY SERVICES	PROBATION	1,013.25
	CASCADE SECURITY		MUNICIPAL COURTS	3,039.75
140915	CIVICPLUS	DESIGN COSTS	EXECUTIVE ADMIN	960.00
140916	CLICK2MAIL	REPLENISH POSTAGE	COMMUNITY	971.69
140917	CNR INC	LICENSE RENEWALS	EXECUTIVE ADMIN	114.76
	CNR INC		FACILITY MAINTENANCE	114.76
	CNR INC		WATER DIST MAINS	114.76
	CNR INC		POLICE TRAINING-FIREARMS	114.76
	CNR INC		COMPUTER SERVICES	688.61
140918	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	286.24
140919	DATABAR	BAIL NOTICES	MUNICIPAL COURTS	947.15
140920	DEFREESE, DANIELLE	EVENT CANCELLATION REFUND	PARKS-RECREATION	75.00
140921	FASTSIGNS	OH SIGNS	OPERA HOUSE	252.78
140922	FILES, SAVANNA	EVENT CANCELLATION REFUND	PARKS-RECREATION	125.00
140923	FINLEY, JOSEPH	MILEAGE REIMBURSEMENT	COMPUTER SERVICES	68.53
140924	FRONTIER COMMUNICATI	ACCT #36065894930725005	POLICE INVESTIGATION	34.06
	FRONTIER COMMUNICATI		RECREATION SERVICES	34.19
	FRONTIER COMMUNICATI	ACCT #36065150331108105	EXECUTIVE ADMIN	36.42
	FRONTIER COMMUNICATI	ACCT #36065125170927115	STREET LIGHTING	54.19
	FRONTIER COMMUNICATI	ACCT #36065774950927115	STREET LIGHTING	54.19
	FRONTIER COMMUNICATI	ACCT #36065771080927115	STREET LIGHTING	58.71
	FRONTIER COMMUNICATI	ACCT #36065836350725085	COMMUNITY	59.75
	FRONTIER COMMUNICATI		UTIL ADMIN	59.76
	FRONTIER COMMUNICATI	ACCT #42539763250319985	PARK & RECREATION FAC	59.98
	FRONTIER COMMUNICATI	ACCT #36019703390831185	SEWER LIFT STATION	61.61
	FRONTIER COMMUNICATI	ACCT #36065885751214185	STORM DRAINAGE	66.85
	FRONTIER COMMUNICATI	ACCT #36065831360617105	MUNICIPAL COURTS	73.31
	FRONTIER COMMUNICATI	ACCT #36065962121015935	MAINT OF GENL PLANT	73.31
	FRONTIER COMMUNICATI	ACCT #36065150871007945	PARK & RECREATION FAC	85.67
	FRONTIER COMMUNICATI	ACCT #36065827660617105	MUNICIPAL COURTS	87.19
	FRONTIER COMMUNICATI	ACCT #36065976670111075	OFFICE OPERATIONS	87.19
	FRONTIER COMMUNICATI	ACCT #36065852920604075	PERSONNEL ADMINISTRATION	89.60
	FRONTIER COMMUNICATI	ACCT #36065191230801065	WATER FILTRATION PLANT	106.36
	FRONTIER COMMUNICATI	ACCT #36065943981121075	PUBLIC SAFETY BLDG	106.97
	FRONTIER COMMUNICATI	ACCT #36065340280125085	CITY HALL	109.02
	FRONTIER COMMUNICATI	ACCT #36065755320112185	OPERA HOUSE	121.84
	FRONTIER COMMUNICATI	ACCT #42533578930731175	SUNNYSIDE FILTRATION	221.66
	FRONTIER COMMUNICATI	ACCT #36065852920604075	MUNICIPAL COURTS	270.58
140925	GARCIA, LILIA	EVENT CANCELLATION REFUND	PARKS-RECREATION	75.00
140926	GORDON, MELINDA		PARKS-RECREATION	15.00
	GORDON, MELINDA		PARKS-RECREATION	15.00
140927	GOVCONNECTION INC	LANGUARD LICENSES	COMPUTER SERVICES	512.84
	GOVCONNECTION INC	SYMANTEC LICENSES	COMPUTER SERVICES	740.51
	GOVCONNECTION INC	SURFACE PRO	GENERAL	1,321.36

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/30/2020 TO 5/6/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
140928	GRANT WRITING USA	GRANT TRAINING	COMPUTER SERVICES	455.00
140929	GREATAMERICA FINANCI	POSTAGE LEASE PAYMENT	CITY CLERK	40.78
	GREATAMERICA FINANCI		EXECUTIVE ADMIN	40.78
	GREATAMERICA FINANCI		FINANCE-GENL	40.78
	GREATAMERICA FINANCI		PERSONNEL ADMINISTRATION	40.78
	GREATAMERICA FINANCI		UTILITY BILLING	40.78
	GREATAMERICA FINANCI		LEGAL - PROSECUTION	40.78
	GREATAMERICA FINANCI		POLICE INVESTIGATION	46.82
	GREATAMERICA FINANCI		POLICE PATROL	46.82
	GREATAMERICA FINANCI		OFFICE OPERATIONS	46.82
	GREATAMERICA FINANCI		DETENTION & CORRECTION	46.82
	GREATAMERICA FINANCI		POLICE ADMINISTRATION	46.82
	GREATAMERICA FINANCI		COMMUNITY	49.16
	GREATAMERICA FINANCI		ENGR-GENL	49.16
	GREATAMERICA FINANCI		UTIL ADMIN	49.16
140930	HACH COMPANY	PH PROBES	WASTE WATER TREATMENT	721.33
140931	HAGSTROM, KAREN	EVENT CANCELLATION REFUND	PARKS-RECREATION	45.00
140932	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	38,231.09
	HDR ENGINEERING		GMA - STREET	130,643.60
140933	HEWLETT PACKARD	PRINTER CHARGES	PERSONNEL ADMINISTRATION	1.40
	HEWLETT PACKARD		WATER QUAL TREATMENT	7.10
	HEWLETT PACKARD		SEWER MAIN COLLECTION	11.99
	HEWLETT PACKARD		STORM DRAINAGE	11.99
	HEWLETT PACKARD		COMMUNITY SERVICES UNIT	12.69
	HEWLETT PACKARD		UTIL ADMIN	18.11
	HEWLETT PACKARD		PARK & RECREATION FAC	19.05
	HEWLETT PACKARD		LEGAL - PROSECUTION	19.15
	HEWLETT PACKARD		WASTE WATER TREATMENT	40.58
	HEWLETT PACKARD		CITY CLERK	71.80
	HEWLETT PACKARD		FINANCE-GENL	71.80
	HEWLETT PACKARD		MUNICIPAL COURTS	83.16
	HEWLETT PACKARD		UTILITY BILLING	111.70
	HEWLETT PACKARD		COMPUTER SERVICES	352.49
140934	HOMAGE SENIOR	CDBG-MEALS ON WHEELS	COMMUNITY	3,065.00
	HOMAGE SENIOR	CDBG-MINOR HOME REPAIR	COMMUNITY	26,941.16
140935	HOUSING HOPE	CDBG-BEACHWOOD APT SUPPORT SRVCS	COMMUNITY	4,201.46
140936	KARP, BRENNAN	UB REFUND	WATER/SEWER OPERATION	29.54
140937	KNOCKWOOD, JESSE	REFUND PERMIT FEES	NON-BUS LICENSES AND	154.50
140938	KNOWBE4, INC.	LICENSE RENEWALS	COMPUTER SERVICES	252.52
140939	LEGEND DATA SYSTEMS	BADGE HOLDERS	PERSONNEL ADMINISTRATION	45.09
140940	NORTHFIELD PROPERTY	UB REFUND	GARBAGE	165.00
140941	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	3.27
	OFFICE DEPOT		UTIL ADMIN	11.73
	OFFICE DEPOT		ENGR-GENL	11.73
	OFFICE DEPOT		UTIL ADMIN	16.02
	OFFICE DEPOT		UTIL ADMIN	16.26
	OFFICE DEPOT		UTIL ADMIN	61.70
	OFFICE DEPOT		UTIL ADMIN	63.58
	OFFICE DEPOT		ENGR-GENL	70.91
	OFFICE DEPOT		CUSTODIAL SERVICES	91.79
	OFFICE DEPOT		PURCHASING/CENTRAL	93.74
	OFFICE DEPOT		ENGR-GENL	123.28
140942	PATTERSON, DAWN	EVENT CANCELLATION REFUND	PARKS-RECREATION	15.00
	PATTERSON, DAWN		PARKS-RECREATION	15.00
140943	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	12.07
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	59.47
	PETROCARD SYSTEMS		COMMUNITY	64.48
	PETROCARD SYSTEMS		PARK & RECREATION FAC	79.10

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/30/2020 TO 5/6/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
140943	PETROCARD SYSTEMS	FUEL CONSUMED	GENERAL	251.07
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	1,224.06
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	2,614.80
	PETROCARD SYSTEMS		POLICE PATROL	3,293.00
140944	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	3,975.19
	PGC INTERBAY LLC		MAINTENANCE	7,234.57
140945	PREMIER GOLF CENTERS	MANAGEMENT SERVICES-GOLF COURSE	GOLF ADMINISTRATION	8,926.88
140946	PUD	ACCT #205136245	SEWER LIFT STATION	14.84
	PUD	ACCT #202461034	UTIL ADMIN	15.12
	PUD	ACCT #202031134	PUMPING PLANT	16.03
	PUD	ACCT #221100092	GMA - STREET	16.44
	PUD	ACCT #203569751	STORM DRAINAGE	24.66
	PUD	ACCT #201610185	TRANSPORTATION	27.88
	PUD	ACCT #220792733	STREET LIGHTING	31.86
	PUD	ACCT #200650745	TRANSPORTATION	32.74
	PUD	ACCT #202794657	TRANSPORTATION	34.31
	PUD	ACCT #202178158	SEWER LIFT STATION	36.53
	PUD	ACCT #202140489	TRANSPORTATION	37.46
	PUD	ACCT #201670890	TRANSPORTATION	39.18
	PUD	ACCT #203199732	TRANSPORTATION	39.24
	PUD	ACCT #203430897	STREET LIGHTING	46.38
	PUD	ACCT #202368544	TRANSPORTATION	48.17
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	51.29
	PUD	ACCT #200827277	TRANSPORTATION	57.41
	PUD	ACCT #202288585	TRANSPORTATION	58.04
	PUD	ACCT #202143111	TRANSPORTATION	64.06
	PUD	ACCT #202524690	PUMPING PLANT	66.89
140947	PUD	ACCT #202557450	STREET LIGHTING	77.51
	PUD	ACCT #203231006	TRANSPORTATION	82.35
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	88.39
	PUD	ACCT #202000329	PARK & RECREATION FAC	94.88
	PUD	ACCT #202463543	SEWER LIFT STATION	95.95
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	98.21
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	111.58
	PUD	ACCT #222025900	PUMPING PLANT	113.39
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	129.24
	PUD	ACCT #200790061	PARK & RECREATION FAC	131.71
	PUD	ACCT #200625382	SEWER LIFT STATION	162.23
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	162.73
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	182.67
	PUD	ACCT #201065281	PARK & RECREATION FAC	200.42
	PUD	ACCT #200223857	PARK & RECREATION FAC	210.85
	PUD	ACCT #201021607	PARK & RECREATION FAC	226.11
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	258.06
	PUD	ACCT #201247699	STREET LIGHTING	262.79
	PUD	ACCT #201021698	PARK & RECREATION FAC	318.93
	PUD	ACCT #202689287	WASTE WATER TREATMENT	597.06
140948	PUD	ACCT #201147253	PUMPING PLANT	661.61
	PUD	ACCT #200303477	WATER FILTRATION PLANT	893.35
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,361.14
	PUD	ACCT #201463031	PUBLIC SAFETY BLDG	3,123.10
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	3,369.04
	PUD	ACCT #202075008	WASTE WATER TREATMENT	4,836.22
	PUD	ACCT #201577921	PUMPING PLANT	5,436.29
	PUD	ACCT #201420635	WASTE WATER TREATMENT	9,077.03
	PUD	ACCT #201721180	WASTE WATER TREATMENT	15,136.19
140949	QUADIENT LEASING USA	SURE SEAL	MUNICIPAL COURTS	35.99
	QUADIENT LEASING USA	POSTAGE LEASE PAYMENT	PROBATION	124.35

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 4/30/2020 TO 5/6/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
140949	QUADIENT LEASING USA	POSTAGE LEASE PAYMENT	MUNICIPAL COURTS	373.05
140950	SAYLES, WARD	UB REFUND	WATER/SEWER OPERATION	175.86
140951	STEPMAN PROPERTIES L	UB REFUND	WATER/SEWER OPERATION	53.12
140952	TRANSOURCE SERVICES	VIRTUAL SERVER NODE	IS REPLACEMENT ACCOUNTS	30,509.39
140953	UNIVERSAL FIELD	PROFESSIONAL SERVICES	GMA - STREET	852.01
140954	USDA-APHIS-WILDLIFE		STORM DRAINAGE	1,280.64
140955	VANHALEN, LEE	REFUND PERMIT FEES	GENL FUND BUS LIC &	65.00
140956	WASTE MANAGEMENT	YARD WASTE/RECYCLE SERVICE	RECYCLING OPERATION	140,232.93
WARRANT TOTAL:				<u><u>582,450.68</u></u>

REASON FOR VOIDS:

- INITIATOR ERROR
- CHECK LOST/DAMAGED
- UNCLAIMED PROPERTY

Index #4

CITY OF MARYSVILLE AGENDA BILL**EXECUTIVE SUMMARY FOR ACTION****CITY COUNCIL MEETING DATE: May 26th, 2020**

AGENDA ITEM:	
Biosolids Beneficial Use Three-Party Contract (Boulder Park Project, King County and City of Marysville)	
PREPARED BY:	DIRECTOR APPROVAL:
Adam Benton, Project Engineer	
DEPARTMENT:	
Public Works, Engineering	
ATTACHMENTS:	
Three Party Contract	
BUDGET CODE:	AMOUNT:
402305594.563000, S2001	N/A
SUMMARY:	

The City of Marysville entered into a contract with American Process Group, Inc. (APG) on April 30th, 2020 for the 2020 Biosolids Removal and Reuse Project. APG has elected to use the Boulder Park Project Beneficial Use Facility as one of their certified beneficial use disposal sites (BUF). King County is a partial owner of the Boulder Park Project BUF and is requesting the City of Marysville enter into a contract with the County and Boulder Park so that APG can utilize Boulder Park as a BUF for this project.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the three-party contract between the Boulder Park Project, King County and the City of Marysville.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the contract.

BIOSOLIDS BENEFICIAL USE SERVICES FOR THE CITY OF MARYSVILLE PUBLIC WORKS AT THE BOULDER PARK PROJECT

2020



CONTRACT No.
20-0004

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ATTACHMENTS:

- A: PROJECT ROLES & RESPONSIBILITIES
- B: EQUIPMENT LEASE RATE TABLE 2020
- C: SPILL PREVENTION & RESPONSE PLAN
- D: KING COUNTY LETTER OF SELF-INSURANCE

DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Beneficial Use Facility, or BUF: means a receiving-only facility consisting of a site or sites where biosolids from other treatment works treating domestic sewage are applied to the land for beneficial use, which has been permitted as a treatment works treating domestic sewage in accordance with the provisions of WAC 173-308-310, and that has been designated as a beneficial use facility through the permitting process.

Biosolids: the nutrient-rich product of the wastewater treatment process that meets requirements for beneficial use and used to improve soil fertility and enhance plant growth and crop yield. Biosolids are not considered a commercial fertilizer.

Boulder Park Inc., or BPI: designates the farmer-owned company with headquarters in Mansfield, Washington, that manages biosolids land application operations.

Boulder Park Project, or BPP: designates the name of the biosolids land application project in Douglas County in operation since 1992. This project is jointly operated and managed as a BUF by BPI and King County as outlined in Attachment A, Project Roles and Responsibilities from Contract #471783.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the City for the performance of services or Work under this Contract.

Party or Parties: City of Marysville (City), King County (KC), and Boulder Park Inc. (BPI).

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Project: Same as Boulder Park Project (BPP).

Project Participants: General term to include the primary people who are involved with the Boulder Park Project (BPP). This would include the local farmers, local government agencies, local residents, Washington State Department of Ecology (Ecology), other public agencies, Washington State University extension service, etc.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either BPI, KC or the City, as applicable, and means that BPI, KC, or the City, as applicable, has thereby entered into a covenant with the other Party or Parties to do or perform the same.

Soil Amendment Value: A monetary value that the farmer agrees to pay BPI for the nutrient, organic matter and other benefits of biosolids to the soil and crop.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with BPI and/or KC to perform any portion of the Work covered by this Contract.

Subsection: For reference or citation purposes, Subsection shall refer to the paragraph, or paragraphs, called out by part, section and alphanumeric designator.

Work: Everything to be done and provided by BPI and KC for the fulfillment of the Contract.

This Contract is made and entered into effective as of May 25, 2020 by and between the City of Marysville, a code city, (hereinafter referred to as the “City”), Boulder Park Inc., a Washington corporation (hereinafter referred to as “BPI”), and King County, a home rule charter county of the State of Washington (hereinafter referred to as “KC”). The City, BPI and KC may also be collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, the City produces dewatered lagoon solids (hereinafter referred to as “biosolids”) as a by-product of its wastewater treatment process (aerated lagoon with filtration system) and desires to manage and beneficially use such biosolids; and

WHEREAS, the City has delegated all Work to its Contractor to include lagoon dredging, dewatering, sampling and testing, transportation, and land application operations; and

WHEREAS, the Boulder Park Project (BPP), located in Douglas County, Washington, is a Beneficial Use Facility (BUF) that has been permitted by the Washington State Department of Ecology (Ecology) for the application of biosolids; and

WHEREAS, BPI and KC have entered into a contract to jointly manage and operate the BPP in accordance with all applicable local, state and federal laws, regulations and best management practices regarding applying dewatered biosolids as a soil amendment to lands; and

WHEREAS, the City desires to enter into this Contract with BPI and KC for the application of the City's biosolids at the BPP in accordance with all applicable federal, state and local regulations and with BPP requirements; and

WHEREAS, the City or its Contractor currently possesses and agrees to maintain all necessary regulatory permits and approvals and to comply with all laws, rules and regulations applicable to the transport of biosolids material pursuant to this Contract; and

WHEREAS, it is in the best interests of the environment, the City and the public health, safety and welfare of the citizens served by City that this Contract be entered into; and

WHEREAS, all Parties agree to support and work towards excellence in biosolids management practices and provide meaningful opportunities for public participation.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, it is hereby agreed as follows:

SECTION 1 PURPOSE

1.1 The purpose of this Contract is (a) to allow the City or its Contractor to deliver biosolids to the BPP for land application.

1.2 The further purpose of this Contract is to provide the City or its Contractor with a biosolids management and utilization option with oversight and sound operational practices.

1.3 The City or its Contractor may provide BPI with biosolids during the months of May through December.

1.4 The City or its Contractor will provide BPI with an estimated schedule of deliveries. The City or its Contractor, in its sole discretion, may adjust its estimated schedule of deliveries upon reasonable notice to BPI. Such schedule shall include estimated quantities and estimated timing of deliveries consistent with the operating plan and distribution needs.

1.5 During the term of the Contract, BPI agrees to accept up to one hundred (100) percent of the City's biosolids that have a total solids content of no less than ten (10) percent. Biosolids having a total solids content of less than ten (10) percent may be accepted at BPI's sole discretion, and may be subject to the additional charges to be agreed upon by the City or its Contractor.

1.6 All biosolids provided to the BPP by the City or its Contractor shall meet Table 1 – Ceiling Concentration Limits and Table 3 – Pollutant Concentration Limits contained in Chapter 173-308-160 WAC, Biosolids Pollutant Limits; the pathogen reduction requirements of Chapter 173-308-170 WAC, Pathogen Reduction; and, the vector attraction requirements of Chapter 173-308-180 WAC, Vector Attraction Reduction (VAR). The City or its Contractor shall notify BPI and KC immediately if the City's biosolids do not meet any of the requirements above.

SECTION 2 BPI'S RESPONSIBILITIES

2.1 BPI shall be solely responsible for biosolids management as defined below, including land application after acceptance of biosolids from the City or its Contractor. These biosolids management responsibilities shall include, but are not limited to, the following:

- A. The City or its Contractor agrees BPI shall have no responsibility for any transportation activities related to hauling of the City's biosolids to the BPP. Biosolids shall be considered in possession of the BPP upon delivery to the designated site of ultimate disposition;
- B. Tracking reported wet tonnage of the City's biosolids delivered to the location of ultimate disposition at the BPP. The City or its Contractor shall provide an accurate record of wet tons of biosolids delivered to BPI;
- C. Submitting a periodic statement to KC that clearly shows the City's tons applied and the date of application;
- D. Ultimate disposition of biosolids including management, application, monitoring, permitting, record keeping and reporting;
- E. Compliance with all local, state, and federal laws and regulations applicable to said operations including best management practices;
- F. Payment of employees, subcontractors, lenders, and suppliers associated with BPI's management and beneficial use of biosolids, and all related taxes, fees, charges and all other costs; and
- G. Maintenance and operation of all KC-owned equipment per the contractual agreement between KC and BPI (per KC-BPI Contract #471783);

2.2 BPI warrants and represents that it has the business, professional, and technical expertise necessary to manage, handle, and utilize the City's biosolids in a safe, prudent, workmanlike, and legal manner. Furthermore, BPI warrants and represents that it has the equipment and employee resources required to perform this Contract, and that such equipment shall at all times relevant to the performance of services hereunder be maintained in a good and safe condition and fit for the use as required.

2.3 BPI shall keep all equipment and any land application sites clean and orderly. No unsightly debris, broken down equipment, trash, garbage or deleterious materials not necessary for the operation shall be allowed to accumulate. BPI shall cooperate fully with the City or its Contractor to maintain the highest reasonable image for such services. The City or its Contractor shall have no responsibility for the selection or use of an application site by BPI and assumes no responsibility or liability for the adequacy or legality of such site for the beneficial use of biosolids.

2.4 BPI shall be responsible for maintaining necessary security at application sites to protect the public health and safety, and to avoid unauthorized uses of the biosolids material. BPI shall not cause

a nuisance, as defined in RCW 7.48.120, at any application site. It is BPI's responsibility to adequately inform its personnel or any subcontractors that wastewater treatment plants process sanitary and industrial waste; that any workers involved in biosolids beneficial use may be exposed to pathogens; and what are the proper hygienic precautions in the handling of biosolids.

SECTION 3 KING COUNTY'S RESPONSIBILITIES

3.1 KC shall:

- A. Have first-right of usage as it relates to KC-owned equipment;
- B. Provide access and use by BPI to project-specific, KC-owned equipment so that BPI may use such equipment to apply the City's biosolids as part of the BPP;
- C. Replace and/or refurbish KC-owned equipment per an equipment replacement schedule, which is incorporated by reference as if fully stated herein;
- D. Regularly communicate with BPI regarding daily project activities and perform routine site inspections, which are filed at KC's office;
- E. Calculate biosolids application rates based on the City's current biosolids quality data (these calculations are reviewed by Washington State University research scientists and sent to Ecology for approval);
- F. Maintain and update the BPP Site-Specific Land Application Plan (SSLAP), and promptly provide any revisions to the City or its Contractor when periodic changes are made; and
- G. Secure and maintain all necessary state and local permits and/or approvals for biosolids to be applied at the BPP, and comply with all applicable federal, state and local regulations.

SECTION 4 JOINT BPI/KC's RESPONSIBILITIES

4.1 BPI and KC shall be responsible for obtaining and maintaining all permits and registrations necessary for the management of biosolids land application. Costs for required permits and registrations shall be included in the unit price for biosolids management. BPI and KC shall provide the City or its Contractor with current copies of all permit applications, permits, registrations, records and reports required by local, state and federal laws and regulations throughout the life of the Contract. Costs for documentation shall be included in the unit price for biosolids management. Review of such materials is for the City or its Contractor's information only, implies no approval of BPI's or KC's compliance with applicable requirements, and in no way relieves BPI or KC of its obligations under this Contract.

4.2 BPI and KC shall be responsible for any public involvement or public information efforts associated with biosolids management outside of the City's service area. The City may, at its discretion, handle public involvement or information for a particular situation solely, or in conjunction with BPI or KC. BPI and KC shall record and respond to all complaints within a reasonable time. Written copies of the complaints and the response shall be provided to the City. The City shall assist BPI and KC in similar efforts within the City's service area as may be necessary for developing a public involvement program to implement and maintain its biosolids management program.

SECTION 5 CITY'S OR ITS CONTRACTOR'S RESPONSIBILITIES

5.1 City or its Contractor shall:

- A. Be responsible for assuring that all transportation activities are performed in compliance with any applicable federal, state or local environmental or public health laws, codes or regulations. The City or its Contractor is solely responsible for obtaining and maintaining all permits and registrations

necessary for the transportation of the City's biosolids. The City or its Contractor agrees BPI and KC shall have no responsibility for any transportation activities related to the hauling of the City's biosolids to the BPP. Biosolids shall be considered in possession of the BPP upon delivery to the designated location of ultimate disposition;

- B. Provide timely communication of any significant variation in biosolids quantities to be delivered;
- C. Maintain record of the delivered wet tons that has been reconciled with BPI on a monthly basis or sooner;
- D. Secure and maintain all necessary state and local permits and comply with all applicable federal, state and local regulations;
- E. Provide an Spill Prevention/Response Plan that meets requirements in WAC 173-308-100 and confirm that the truck hauler has the most current copy of the Spill Prevention/Response Plan and is familiar with who to contact in case of accident or emergency;
- F. Verify the credentials of the truck hauler and agrees to provide quality and professional personnel. Truck haulers deemed to be unsatisfactory by BPI or KC will be subject to termination upon agreement by all parties;
- G. Conduct representative sampling and testing of the City's biosolids in accordance with applicable law; review the reported analytical data for accuracy and completeness; provide BPI and KC the biosolids quality data necessary for BPI and KC to use or otherwise manage the biosolids; and, immediately notify BPI and KC if the City's biosolids do not meet any of the requirements in sections 1.5 or 1.6;
- H. Pay BPI the agreed upon service and lease fees as provided in reconciled invoices; and
- I. Not operate or maintain KC-owned equipment.

SECTION 6 TERMS OF CONTRACT

6.1 The term of this Contract is from the effective date specified above through December 31, 2020. Any extension of the term of this Contract shall be in writing, mutually agreeable by BPI, KC and the City.

6.2 BPI's, KC's, and the City's obligations and responsibilities shall commence upon the signing of this Contract by all parties.

SECTION 7 BASIS FOR PAYMENT

7.1 The City or its Contractor shall transport the City's biosolids using their equipment to the BPP. Transportation of the City's biosolids to the BPP is not part of this Contract.

7.2 BPI shall submit invoices for payment in an approved format that has been reconciled with the City's or its Contractor's records. Payment shall be made based on a cost per delivered wet ton of biosolids transported and delivered to the BPP. Within thirty (30) days after receipt of an invoice, the City or its Contractor shall pay BPI for authorized materials accepted and/or services, satisfactorily performed, including the leasing of KC equipment, at the rate of \$13.00 (\$3.16 KC, \$0.24 Tax at Mansfield rate of 7.7%, and \$9.60 BPI) per wet ton (BPI base unit price). Acceptance of such payment by BPI shall constitute full compensation for all tasks completed by BPI and KC, including but not limited to supervision, management, labor, supplies, materials, work, equipment and the use thereof, and for all other necessary expenses incurred by BPI and KC in performing the land application services. Adjustments shall be made in billing for errors in measurement discovered within twelve (12) months of the error.

7.3 BPI will submit a periodic statement to KC that clearly shows the City's tons applied and the date of application. The County after receipt and verification of the statement will submit an invoice to BPI for payment of the KC equipment lease fee. BPI shall pay the invoice and will remit payment to:

Accounts Receivable
King County Department of Finance
500 Fourth Avenue, Room 620
Seattle, WA 98104-2387

7.4 The base unit price shall include everything necessary for the prosecution and completion of the Contract including but not limited to furnishing all materials, application equipment lease fee, tools, and all BPI and KC management, superintendence, labor and service, except as may be provided otherwise in the Contract, provided, Washington State sales tax is not included in the price.

7.5 The base unit price shall remain firm throughout the term of the contract, except for price adjustments allowed in Section 8. Rate changes may also be made at the time this Contract is extended providing BPI and KC supply adequate documentation of the change in its costs acceptable to the City or its Contractor. Requests for any such change are to be made in writing to the City or its Contractor. Any agreed-to change shall take effect at the time of the Contract extension and shall remain in effect throughout the extension period.

SECTION 8 PRICE ADJUSTMENTS

8.1 No scheduled price adjustments per this Contract.

SECTION 9 ADDITIONAL WORK

9.1 Additional work means the furnishing of materials or equipment and/or the doing of work or service not presently contemplated by the Contract. If the City or its Contractor requires additional work, it may direct BPI in writing to do the additional work at the base unit price (see Subsection 7.2), or it may direct BPI to do the additional work at a mutually agreed upon lump sum or mutually agreed upon unit prices. Performance of additional work without the prior express written consent of the City or its Contractor shall be at BPI's sole expense. Additional work will be authorized either with a purchase order number or according to the requirements in Subsection 8.2 and 9.2.

9.2 Change orders for material or services will be without effect unless issued and authorized in writing by the City or its Contractor.

SECTION 10 LIABILITY OF BPI AND KC

10.1 BPI and KC accept the risks and resulting liabilities of managing conforming biosolids when biosolids arrive at the BPP designated application sites. For the purposes of this agreement, conforming biosolids shall mean that all the City's biosolids shall meet Ecology standards for regulated parameters as specified in Subsection 12.6. These risks potentially include, but are not limited to, the following:

- Contamination of groundwater
- Contamination of surface water
- Contamination of air
- Odor issues at the site and how to mitigate them for surrounding neighbors
- Human health impacts
- Impacts to soil
- Impacts to crops, vegetation or livestock
- Impacts to future uses of sites to which biosolids have been applied.

10.2 BPI shall be completely responsible for securing conforming biosolids loaded into the means of transport selected by BPI against spillage, leakage or public exposure, and for providing properly designed locations for the safe and secure unloading of biosolids at BPI's designated application sites.

SECTION 11 TRANSFER OF MANAGEMENT RESPONSIBILITIES

All biosolids accepted by BPI shall become BPI's responsibility to manage under the terms of this contract. Acceptance of biosolids is considered to occur when the biosolids are delivered to the Boulder Park Project site. BPI shall accept all biosolids which are within the range of "Biosolids Quantities and Characteristics" as specified in Section 13 of the Contract. BPI is solely responsible for the handling and ultimate disposition of all biosolids loaded onto the BPI-provided transportation.

SECTION 12 COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS AND BEST MANAGEMENT PRACTICES

12.1 BPI and KC agree to comply with all applicable local, state and federal laws and regulations at all times and obtain and maintain all required permits and registrations necessary for the management of biosolids land application by BPI and KC. Specific laws and regulations specifically applicable to biosolids management include but are not limited to the following:

- 40 CFR 503 Standards for the Use or Disposal of Sewage Sludge
- WAC 173-308 Biosolids Management
- WAC 173-200 Water Quality Standards for Groundwaters of the State of Washington
- WAC 173-201A Water Quality Standards for Surface Waters of the State of Washington

12.2 Biosolids are defined as municipal sewage sludge that is primarily organic, semisolid product recovered during the wastewater treatment process that can be beneficially utilized and meets all applicable requirements under Washington State Chapter 173-308 and conforms to all applicable federal rules adopted under the Federal Clean Water Act. Biosolids rules are enforced by Ecology. BPI and KC shall be responsible for contacting all agencies and jurisdictions necessary to obtain any permits necessary for its performance under this Contract. BPI and KC shall contact Ecology for regulations and permits in effect when this Contract is in effect, including, without limitation, permits and regulations regarding the specific management methods proposed for use by BPI and KC with respect to the City's biosolids.

12.3 BPI and KC shall manage biosolids using applicable best management practices. Best management practices may be found in the Biosolids Management Guidelines for Washington State published by Ecology. The most recent publication available on or before September 2010 shall be used as best management practices for the Contract. Updated versions of best management practices shall be incorporated into this Contract based on the provisions of Subsection 9.1.

12.4 Other permits and registrations, if any, shall be obtained and maintained by BPI and KC as required for the specific location of biosolids handling, application and disposition sites and specific biosolids management approaches at the project sites. BPI and KC shall be solely responsible for knowledge of and compliance with all laws, regulations and permits required for operation and maintenance of biosolids management application sites and functions.

12.5 BPI and KC shall be responsible for all environmental compliance and monitoring required for the management of biosolids land application. The costs of this environmental compliance and monitoring shall be included in the BPI base unit price hereinbefore agreed to.

12.6 The City will make available to BPI and KC all biosolids monitoring and environmental compliance required by its National Pollution Discharge Elimination System (NPDES) permit and its

Washington State General Permit for Biosolids Management, sections WAC 173-308-160 (Biosolids pollutant limits), WAC 173-308-170 (Pathogen reduction) and WAC 173-308-180 (Vector attraction reduction). Results of additional testing performed by the City will be made available to BPI and KC at no cost when necessary for BPI and KC to perform under this Contract.

SECTION 13 BIOSOLIDS QUANTITIES AND CHARACTERISTICS

13.1 The City may develop other biosolids management options during the term of this Contract, delivering biosolids in quantities in accordance with subsection 1.4. The City will provide biosolids on a uniform basis as possible given influent wastewater variations, treatment process conditions, and solids handling operations. The City is responsible for reviewing plant records to determine, estimate and plan for annual, monthly, and weekly averages and variability and informing BPI and KC of substantial changes in biosolids quality.

13.2 The City affirms that its biosolids are produced from domestic, commercial and industrial wastewaters generated in the City's wastewater service area.

SECTION 14 INSURANCE

14.1 The Parties shall obtain and maintain the minimum insurance as set forth below covering the operations and activities required by the Contract. By requiring such minimum insurance, the Parties shall not be deemed to have assessed the risks that may be applicable to each Party under this Contract. Each Party shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Each Party shall also require its subcontractors to maintain the minimum insurance set forth below or such other minimum insurance as is appropriate with respect to the work to be performed. Each Party shall obtain certificates of insurance for all of its subcontractors and make them available for inspection by the any other Party on request.

14.1.1 **Commercial General Liability.** \$1,000,000 combined single limit per occurrence and for those policies with aggregate limits, a \$2,000,000 aggregate limit.

14.1.2 **Automobile Liability.** \$1,000,000 combined single limit per accident. If the potential exists to release pollutants either as cargo or from the automobile (as defined by the standard auto policy exclusion of pollution) the auto policy shall be endorsed to include endorsement CA 9948 (or its equivalent).

14.1.3 **Workers' Compensation. Statutory requirements of the State of residency.** Coverage shall be at least as broad as Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "other States" State Law.

14.1.4 **Employer's Liability or "Stop Gap". For a limit of \$ 1,000,000** Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

14.1.5 OTHER INSURANCE PROVISIONS

- A. The insurance policies required in this Contract are to contain and be endorsed to contain the following provisions:
1. With respect to all Liability Policies except Professional Liability and Workers Compensation:

- (i) BPI or its subcontractor shall add the other Parties, its officers, officials, employees, and agents to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of BPI or the subcontractor in connection with this Contract. The City shall add the other Parties, their officers, officials, employees and agents as additional insureds as respects liability arising out of activities performed by or on behalf of the City in connection with this Contract. The Parties acknowledge that KC maintains a self-insurance program for the handling of its liabilities, and as such, cannot add other parties as additional insureds.
- (ii) Each Parties' insurance coverage shall be primary insurance as respects the other Parties, its officers, officials, employees, agents, and consultants. Any insurance and/or self-insurance maintained by the other Parties, its officers, officials, employees, agents and consultants shall not contribute with the Parties' insurance or benefit the Party in any way.
- (iii) BPI or its subcontractors' insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

14.1.6 In lieu of the aforementioned liability policies, KC, maintains a fully funded Self=Insurance program for the protection and handling of KC's liabilities including injuries to persons and damage to property.

14.1.7 In the alternative, a Party to this Contract may fulfill the insurance obligations contained herein by maintaining membership in a joint self-insurance program or risk pool authorized by applicable law. In this regard, the Parties understand that the Party to this Contract who is a member of such a joint self-insurance program or risk pool is not able to name the other Parties as an "additional insured" under the liability coverage provided by the joint self-insurance program or risk pool.

14.2 Unless otherwise approved by the City, all insurance shall be on an "occurrence" basis and shall be maintained through the term of this Contract and for a period of three hundred sixty-five (365) days after termination or acceptance of work, as the case may be. All insurance shall be provided on forms and by insurance companies satisfactory to the City.

14.3 Except as may be provided in Section 19 of this Contract, no provision in this Contract shall be construed to limit the liability of any Party as provided by law. Each Parties' liability shall extend as far as the appropriate periods of limitation provided by law.

14.4 BPI shall provide the other Parties with certificates and endorsements evidencing insurance from the insurer(s) certifying to the coverage of all insurance required herein within ten (10) days after Notice to Proceed. If BPI neglects to obtain and maintain in force any such insurance or deliver such policy or policies and receipts to the City, then the City may, at its option, terminate this Contract immediately, purchase required insurance coverage by withholding the premium amounts from payments due BPI, or demand BPI purchase the required insurance within a time frame acceptable to the City.

14.5 Failure to provide such required insurance shall entitle any Party to suspend or terminate the other Parties' work hereunder for default in accordance with Subsection 17.2. Suspension or termination of this Contract shall not relieve any Party from its insurance obligations hereunder.

SECTION 15 COORDINATION WITH THE CITY'S TREATMENT PLANT

The City will provide BPI with e-mail notification when the normal weekly delivery schedule changes. The City will attempt to keep biosolids availability to BPI as uniform as possible.

SECTION 16 DAMAGES

16.1 Nothing in this Contract is intended to waive any damages the City may be entitled to as a result of BPI's default. Should BPI fail to commence or continue performance of this Contract after issuance of the Notice to Proceed, BPI shall reimburse the City for the actual damages and costs incurred by the City until other satisfactory arrangements for up to the remaining term of this Contract can be implemented. The City shall have the right to deduct such costs or damages from any amount due, or that may become due BPI, or the amount of such damages shall be due and collectable from BPI or Surety. The City agrees to make all reasonable and practicable efforts to mitigate its damages.

SECTION 17 TERMINATION OR CONTRACT SUSPENSION

17.1 Any of the Parties may terminate this Contract in whole or in part for any reason by delivering written notice to each of the other Parties at the mailing addresses stated herein, properly executed, at least ninety (90) days before the proposed termination date. BPI and KC shall be paid any amounts owing, including necessary and reasonable Contract close-out costs, up to the date of termination as specified in the notice, less any deductions provided by this Contract or by law. The City shall have at least ninety (90) days to find a suitable replacement, as determined by the City. BPI shall promptly submit its request for the termination payment, together with detailed supporting documentation. If BPI has any property in its possession belonging to the City, BPI shall account for the same and handle it in the manner the City directs.

17.2 Any Party may terminate the Contract for default in the event of a failure by either of the other two Parties to comply with the provisions of this Contract including, but not limited to, the following:

- (A) failure to perform services or other work as required;
- (B) failure to comply with any material terms or provisions of the Contract;
- (C) failure to comply with laws or regulations;
- (D) failure or delay due to inability to obtain the required employees or equipment; or
- (E) failure to provide continuous and solvent business operations.

Termination for default may be delivered by mail and shall be effective upon mailing, directed to the defaulting Party (or Parties) at the mailing addresses stated above, setting forth the manner in which the Party is (or Parties are) in default.

17.3 In the event the City believes BPI is in default, the City may include a compliance schedule with the Notice of Termination, which must be met in order to avoid termination. The compliance schedule shall state that within a time period specified by the City, BPI shall submit to the City a written detailed plan describing the actions required to achieve compliance that is subject to the City's approval.

17.4 In the event the Contract is terminated for default, BPI and KC will only be paid the base unit price for services or work delivered or performed in accordance with the Contract, less any deductions authorized by this Contract. Further, if BPI is in default then, BPI shall be responsible for additional direct and indirect costs incurred by the City to have the work under this Contract performed by other parties or any other damages or injuries to the City, its facilities or personnel related to BPI's services.

SECTION 18 RECORDS, REPORTS AND MEETINGS

18.1 BPI shall, for the term of the Contract and six (6) years thereafter, consistently maintain full, complete and accurate books of account and records related to this Contract at its principal place of business. These records shall also include detailed information describing the application rates to all project sites. The City shall have the right during reasonable business hours to inspect and audit such books and records. All books and records of account shall be maintained by BPI according to generally accepted accounting principles and applicable requirements of the State of Washington.

18.2 The following books of account and reports may be reviewed by the City and shall be made available upon request to the City:

- a daily project site log (including generator, field identification, delivery dates and tonnage) during application of biosolids;
- a weekly project site summary of activities and events;
- application logs (including application rate, date, acreage and tonnage) for each project site that is applied;
- WAC 173-308 annual report (the City shall assist BPI and KC in collecting and documenting the data required for this regulatory report); and
- copies of all written correspondence relating to this project.

18.3 The City shall have the right during reasonable business hours to inspect the BPP biosolids management facilities. BPI shall provide the City access to perform said inspections.

SECTION 19 INDEMNIFICATION

19.1 BPI agrees that it shall be liable for and shall indemnify, defend, and hold harmless the City and KC, and their officers, agents, and employees, from and against any claims, actions, suits, costs, and damages of any nature whatsoever, including reasonable attorney's fees in defense thereof, for injuries or death to persons, or damage to property, (hereinafter "Claim"), arising directly or indirectly out of BPI's intentional or negligent act or omission in the performance of its duties as described in this Contract, BPI's breaches of this Contract, or BPI's acts or omissions in violation of law, including fines, penalties, and judgments. In the event of any Claim arising out of the concurrent negligence of BPI and the City, or BPI, the City, and KC, BPI's defense and indemnification obligations under this section shall be limited to the extent of BPI's negligence.

19.2 KC agrees that it shall be liable for and shall indemnify, defend, and hold harmless the City, and its officers, agents, and employees, from and against any claims, actions, suits, costs, and damages of any nature whatsoever, including reasonable attorney's fees in defense thereof, for injuries or death to persons, or damage to property, (hereinafter "Claim"), arising directly or indirectly out of KC's intentional or negligent act or omission in the performance of its duties as described in this Contract, KC's breaches of this Contract, or KC's acts or omissions in violation of law, including fines, penalties, and judgments. In the event of any Claim arising out of the concurrent negligence of KC and the City, or KC, the City, and BPI, KC's defense and indemnification obligations under this section shall be limited to the extent of KC's negligence.

19.3 The City agrees that it shall be liable for and shall indemnify, defend, and hold harmless BPI and KC, and its officers, agents, and employees, from and against any claims, actions, suits, costs, and damages of any nature whatsoever, including reasonable attorney's fees in defense thereof, for injuries or death to persons, or damage to property, (hereinafter "Claim"), arising directly or indirectly out of the City's intentional or negligent act or omission in the performance of its duties as described in this Contract, the City's breaches of this Contract, or the City's acts or omissions in violation of law, including fines, penalties, and judgments. In the event of any Claim arising out of the concurrent negligence of the City and BPI or the City, KC, and BPI, the City's defense and indemnification obligations under this section shall be limited to the extent of the City's negligence.

19.4 Solely for the purposes of paragraphs 19.1, 19.2, and 19.3 above, each Party, by mutual negotiation, hereby waives any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

19.5 The indemnification obligations under this section shall not expire with the termination of this Contract.

SECTION 20 DISPUTES UNDER THIS CONTRACT

20.1 In the event that a dispute arises under this Contract, then representatives from the Parties involved in the dispute shall meet and confer in an effort to resolve the dispute. If the Parties' representatives cannot resolve the dispute within fifteen (15) calendar days then any Party involved in the dispute may request that the Parties involved in the dispute engage in mediation, with each such Party to share equally in the costs of mediation. If the dispute is not resolved to the satisfaction of the Parties involved through mediation then any of the involved Parties may take whatever steps it deems appropriate, including but not limited to, bringing a civil action in a court of competent jurisdiction. Nothing in this section shall be construed to prohibit any Party from exercising its right to terminate this Contract as otherwise provided herein or be construed as a precondition to the exercise of such right to terminate.

20.2 Pending final decision of a dispute hereunder, all Parties shall proceed diligently with the performance of the Contract.

SECTION 21 SEVERABILITY

21.1 If any part of the Contract is declared to be invalid or unenforceable, the rest of the Contract shall remain binding.

SECTION 22 INDEPENDENT CONTRACTOR

22.1 Each Party hereto is and shall perform this Contract as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. None of the Parties nor anyone employed by them shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of any of the other Parties.

SECTION 23 SUBCONTRACTORS

23.1 BPI shall identify all proposed suppliers or subcontractors for items or services under this Contract expected to equal or exceed fifty percent (50%) of the estimated service fees to be received by BPI for services under this Contract. The City reserves the right to reject in writing within fifteen (15) days of such submission of any such supplier or subcontractor. The City's right to reject shall not be unreasonably exercised.

SECTION 24 FORCE MAJEURE

24.1 Should any of the Parties be prevented wholly, or in part, from performing their respective obligations under this Contract by a cause reasonably outside of and beyond the control of the Party affected thereby, including but not limited to war, government regulation, restriction or action, strike, lockout, accidents, storms, earthquake, fire, acts of God or public enemy or any similar cause beyond the control of the Parties, then such Party shall be excused hereunder during the time and to the extent that the performance of such obligation are so prevented, and such Party shall have no liability whatsoever for any damages, consequential or otherwise, resulting therefrom.

SECTION 25 NON-WAIVER

25.1 Failure by any of the Parties to enforce their rights under any provision of this Contract shall not be construed to be a waiver of that provision. No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

SECTION 26 ASSIGNMENT

26.1 No Party may assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without the prior written consent of the other Parties. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors and/or assigns.

SECTION 27 NOTICES

27.1 All notices required under this Contract shall be personally delivered or mailed by certified or registered mail, postage prepaid as follows:

If to the City, addressed to:

Name Adam Benton, Project Engineer
 Address City of Marysville
 80 Columbia Avenue
 Marysville, WA 98270
 (360) 363-8283
abenton@marysvillewa.gov

If to BPI, addressed to:

Name: David K. Ruud, Operations Manager
 Address: Boulder Park, Inc.
 P.O. Box 285, Mansfield, WA 98830
 (509) 683-1142
ruudbpi@aol.com

If to KC, addressed to:

Name: Jake Finlinson, Biosolids Project Manager
 Address: King County Wastewater Treatment Division
 201 S. Jackson Street, #KSC-NR-0512, Seattle, WA 98104
 (206) 477-3524
jake.finlinson@kingcounty.gov

Or to such other address as any Party shall specify by written notice so given. Notices shall be deemed to have been given and received as of the date so delivered or three (3) business days after being deposited in the US mail.

SECTION 28 ENTIRE CONTRACT; AMENDMENT

This Contract constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any and all other communications, representations, proposals, understandings or agreements, either written or oral, between the Parties with respect to such subject matter. This Contract may not be modified or amended, in whole or in part, except in writing signed by all Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the date above written.

CITY OF MARYSVILLE

BOULDER PARK, INC.

By _____
Jon Nehring, Mayor

By _____
Leroy Thomsen, President

Date _____

Date _____

KING COUNTY

By _____
Mark Isaacson
Director, Wastewater Treatment Division

Date _____

Approved as to form only:

Verna Bromley, Sr. Deputy Prosecuting Attorney

Date

Index #5

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 26, 2020

AGENDA ITEM:	
Interagency Agreement with the Washington State Department of Commerce through the Coronavirus Relief Fund for Local Governments	
PREPARED BY:	DIRECTOR APPROVAL:
Sandy Langdon, Finance Director	
DEPARTMENT:	
Finance	
ATTACHMENTS:	
Interagency Agreement Mayor Nehring's CARES Funding Memo	
BUDGET CODE:	AMOUNT:
	\$2,034,600.00
SUMMARY:	

The Coronavirus Aid, Relief, and Economic Security Act provides for direct distribution to states and local government entities with populations of 500,000 or more. The State of Washington has now shared a portion of its distribution with cities and counties that fall below the 500,000 population threshold. The allocation is based on the same formula that was used for the direct distribution, \$30.00 per capita. The City of Marysville allocation is \$2,034,600. These funds will be distributed on a reimbursement basis beginning on March 1, 2020 and ending on October 31, 2020. The grant is being administered through the Washington State Department of Commerce.

These funds provide for necessary expenditures incurred due to the public health emergency with respect to the COVID-19. Expenditures may include addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions.

The proposed budget for this grant is described in the attached memo.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute Interagency Agreement with the Washington State Department of Commerce through the Coronavirus Relief Fund for Local Governments.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the Interagency Agreement.



MARYSVILLE
MAYOR JON NEHRING

Date: May 22, 2020
To: Marysville City Council
From: Mayor Jon Nehring
Subject: CARES Funding

Governor Inslee allocated part of Washington's federal CARE funding directly to local governments under 500,000 in population, who were otherwise ineligible for direct funding under the CARES Act. Through the Department of Commerce, the state is contracting with local jurisdictions to enable COVID-19 related reimbursements, for expenses occurring between March 1 and October 31, 2020. Cities were allocated funds based on population size. Use of these funds is limited, and not intended to replace lost revenues. Cities will have until October 31 to submit for reimbursement and use the funding. Cities are required to notify the Department of Commerce by October of unspent funds, so that the state can reallocate the remaining amounts to their programs.

Marysville's allocation is \$2,034,600.00. We have identified the following areas for reimbursement and believe that the funds would be fully expended under this plan:

City of Marysville Fund Expenses:

Families First Compliance	\$ 270,000
Overtime	\$ 160,000
Salaries/Wages related to EOC Activation	\$ 500,000
Salaries/Wages for redirected work	\$ 249,600
Unemployment Costs (up to 50%)	\$ 25,000
PPE/Sanitation/Screening	\$ 150,000
Technology/Infrastructure Upgrades	\$ 180,000

Community Grants:

Small Business Rental Relief	\$ 250,000
PPE Purchasing for Businesses	\$ 25,000
Direct food purchase for Marysville Food Bank distribution	\$ 25,000
Utility payment subsidy	\$ 25,000
Domestic Violence Services (community advocate-DVS)	\$ 25,000
Small Business Rental Relief (second round if needed)	\$ 150,000

I would appreciate your thoughts on the aforementioned plan. We would like to move forward with the community grants swiftly in order to make money available to businesses and community members who have been impacted financially by COVID-19 related circumstances. If the City Council has other considerations or grant ideas, we will work to implement them.

(360) 363-8000

Marysville City Hall
1049 State Avenue
Marysville, WA 98270



Interagency Agreement with

City of Marysville

through

the Coronavirus Relief Fund for Local Governments

For

Costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020.

Start date: March 1, 2020

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Washington State Department of Commerce
 Local Government Division
 Community Capital Facilities Unit
 Coronavirus Relief Fund for Local Governments

1. Contractor City of Marysville 1049 State Ave. Marysville, Washington 98270		2. Contractor Doing Business As (optional)	
3. Contractor Representative Sandy Langdon Finance Director 360.363.8017 Finance@marysvillewa.gov		4. COMMERCE Representative «Full_Name» P.O. Box 42525 Project Manager 1011 Plum Street SE «LU_Project_ManagerPhone_Number» Olympia, WA 98504-2525 Fax 360-586-5880 «Mgr_Email»	
5. Contract Amount \$2,034,600.00	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date March 1, 2020	8. End Date October 31, 2020
9. Federal Funds (as applicable) «Amount»	Federal Agency: US Dept. of the Treasury	CFDA Number: 21.999	Indirect Rate (if applicable): «Indirect_Rate»
10. Tax ID # 91-6001459	11. SWV # 0000432	12. UBI # 314000001	13. DUNS # 0766586730000
14. Contract Purpose To provide funds for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020. Final invoices must be received by November 15, 2020.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget & Invoicing, Attachment "C" – A-19 Certification, Attachment "D" – A-19 Activity Report			
FOR CONTRACTOR _____ Jon Nehring, Mayor _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director, Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 05-01-2020. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
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1. AUTHORITY

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

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce.”

3. CONTRACT MANAGEMENT

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

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

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

4. COMPENSATION

COMMERCE shall pay an amount not to exceed the contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

5. EXPENSES

Contractor shall receive reimbursement for allowable expenses as identified in the Scope of Work (Attachment A) or as authorized in advance by COMMERCE as reimbursable.

Travel expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

6. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

7. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the Contractor for eligible Project expenditures, up to the maximum payable under this Contract. When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the COMMERCE Project Manager upon request.

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The voucher must be certified by an official of the Contractor with authority to bind the Contractor. The final voucher shall be submitted to COMMERCE no later than November 15, 2020.

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, reimbursable expenditures as set forth under the Scope of Work (Attachment A) and Budget & Invoicing (Attachment B). The invoice shall include the Contract Number as stated on the Face Sheet.

Each voucher must be accompanied by an A-19 Certification (Attachment C) and A-19 Activity Report (Attachment D). The A-19 Certification must be certified by an authorized party of the Contractor to certify and attest all expenditures submitted on the voucher are in compliance with the United States Treasury Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

The A-19 Activity Report must be submitted which describes, in Excel spreadsheet and narrative form, a detailed breakdown of the expenditures within each applicable budget sub-category identified in the voucher, as well as a report of expenditures to date. COMMERCE will not release payment for any reimbursement request received unless and until the A-19 Certification and A-19 Activity Report is received. After approving the Invoice Voucher, A-19 Certification and Activity Report, COMMERCE shall promptly remit a warrant to the Contractor.

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

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

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

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

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

Should the Contractor be found to spent funds inconsistent with federal laws, rules, guidelines, or otherwise inappropriately, it is the responsibility of the Contractor to reimburse Commerce for any amount spent on disallowed costs.

8. AUDIT

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

**SPECIAL TERMS AND CONDITIONS
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- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Contractor is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Contractor shall notify COMMERCE they did not meet the single audit requirement.

The Contractor shall send all single audit documentation to auditreview@commerce.wa.gov.

9. DEBARMENT

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

10. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

**SPECIAL TERMS AND CONDITIONS
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United States Laws, Regulations and Circulars (Federal)

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

11. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget & Invoicing
- Attachment C – A-19 Certification
- Attachment D – A-19 Activity Report

**GENERAL TERMS AND CONDITIONS
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1. DEFINITIONS

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

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

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

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COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

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

6. COPYRIGHT

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

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

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

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

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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

**GENERAL TERMS AND CONDITIONS
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9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

The Contractor shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

13. SAVINGS

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

14. SEVERABILITY

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

15. SUBCONTRACTING

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

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they

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relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. Contractor shall incorporate 2 CFR Part 200, Subpart F audit requirements into all subcontracts. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree

**GENERAL TERMS AND CONDITIONS
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with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

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

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

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

20. TREATMENT OF ASSETS

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

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

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

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21. WAIVER

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

Scope of Work

This funding is made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) and Section V and VI of the CARES Act, for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Under the CARES Act, the Coronavirus Relief Fund may be used to cover costs that:

1. **Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); AND**
2. **Are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government.**

These funds may be used to reimburse for expenditures incurred during the period of March 1, 2020 thru Oct. 31, 2020. Please note: In order to ensure all funds have been fully utilized prior to the US Treasury’s December 30, 2020 end date, the State of Washington must closeout contracts by October 31, 2020. All final requests for reimbursement must be received no later than November 15, 2020.

Expenditures must be used for necessary actions taken to respond to the public health emergency. These may include expenditures incurred to allow the local government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

Payments may be used only to cover costs not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either:

1. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
2. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget is the enacted budget for the relevant fiscal period for the particular government. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Allowable expenditures include, but are not limited to:

1. Medical expenses such as:
 - a. COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - c. Costs of providing COVID-19 testing, including serological testing.
 - d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - e. Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:

- a. Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
 - d. Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - e. Expenses for public safety measures undertaken in response to COVID-19.
 - f. Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
 4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - c. Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - d. Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - e. COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
 5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - b. Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
 6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Budget & Invoicing

The Contractor shall determine the appropriate budget and use of funds within the following 6 budget categories and their sub-categories:

1. Medical
2. Public Health
3. Payroll
4. Actions to Comply with Public Health Measures
5. Economic Support
6. Other Covid-19 Expenses

The Contractor shall submit invoice reimbursement requests to the Commerce Representative using the Commerce Contract Management System's (CMS) Online A-19 Portal. Each reimbursement request must include:

1. A-19 Certification form – An authorized party of the local government will certify each invoice (A19) submitted for reimbursement and attest that all incurred expenditures meet the US Treasury Department's guidance: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>
2. A-19 Activity Report
3. A detailed breakdown of the expenditures incurred within each applicable budget sub-category on the A-19 Activity Report.

The A-19 Certification and Activity Report templates will be provided with the executed contract. The documents are included in Attachment C and Attachment D for reference.

Receipts and proof of payment for costs incurred do not need to be submitted with A-19s. All contractors are required to maintain accounting records in accordance with state and federal laws. Records must be sufficient to demonstrate the funds have been used in accordance with section 601(d) of the Social Security Act. Commerce reserves the right to audit any costs submitted for reimbursement. The Contractor shall comply with Commerce A-19 audits and provide the appropriate records upon request.



LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

I, **<FIRST, LAST NAME>**, am the **<TITLE>** of **<LOCAL GOVERNMENT>**, and I certify that:

1. I have the authority and approval from the governing body on behalf of the Local Government to request reimbursement from the Department of Commerce (Commerce) per contract number **<COMMERCE CONTRACT NUMBER>** from the allocation of the Coronavirus Relief Fund as created in section 5001 of H.R.748, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding A-19 invoice voucher for report period **<REPORT PERIOD FROM A-19>**.
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between Commerce and the Local Government may become necessary.
3. I understand Commerce will rely on this certification as a material representation in processing this reimbursement.
4. I certify the use of funds submitted for reimbursement from the Coronavirus Relief Funds under this contract were used only to cover those costs that:
 - a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
 - c. Were incurred during the period that begins on March 1, 2020, and ends on October 31, 2020.
5. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury¹ and certify costs meet the required guidance. Any funds expended by the Local Government or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Washington.

Footnote:

1 – Guidance available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf> (4/30/2020)

LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION
Page 2 of 2

- 6. I understand the Local Government receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be produced to Commerce upon request and may be subject to audit by the State Auditor.

- 7. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.

- 8. I understand funds received pursuant to this certification cannot be used for expenditures for which the Local Government has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.



Printed Name



Title

Signature



Date:

CRF A-19 Activity Report
INSTRUCTIONS

INSTRUCTIONS:

A completed CRF A-19 Certification and Activity Report must be submitted with each A-19 reimbursement request. The A-19 Activity Report must be submitted as an Excel spreadsheet, not a PDF. You must also include a detailed breakdown of the individual expenditures reported in **Column F** for each applicable sub-category included on the A-19 Activity Report.

There are 6 primary budget categories;

1. Medical Expenses
2. Public Health Expenses
3. Payroll expenses for public employees dedicated to COVID-19
4. Expenses to facilitate compliance with COVID-19-measures
5. Economic Supports
6. Other COVID-19 Expenses

Each primary budget category includes sub-categories and provides an option to add "other" sub-categories not listed.

Follow the below instructions when completing the A-19 Activity Report:

- 1 REPORT PERIOD** - Enter the report period into **Cell D1** of the A-19 Activity Report.
 - a This should match the report period entered on the corresponding A-19.
 - b Report period should include MM/YY to MM/YYYY, i.e. 03/20, March 2020, 03/2020, etc.
- 2 COLUMN E** - Enter the total amount of all previous reimbursement requests submitted to Commerce for each applicable sub-category.
- 3 COLUMN F** - Enter the total amount being requested in the current reimbursement request for each applicable sub-category.
- 4 COLUMN H: USE OF FUNDS** - You must include a general description of the use of the funds being requested for each applicable sub-category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds helped address the COVID-19 emergency. If applicable, please consider:
 - a Providing a brief description of the specific activities performed.
 - b Identifying specific populations served.
 - c Identifying specific programs created or utilized.
 - d Including any known or intended outcomes, results, or community impacts.
- 5 OTHER SUB-CATEGORIES** - Budget categories 1-5 include a placeholder to add an additional sub-category if necessary.
 - a Enter a **Title** for other expenses added within the appropriate budget category.
 - b Enter titles into **Cells: D10, D19, D27, D36, and D41**.
 - c There is only one "other" placeholder in each budget category section. Please combine multiple "other" sub-categories added to the same budget category.
- 6 OTHER BUDGET CATEGORIES** - Budget category 6 is where you should include any eligible expenditures that don't fall under budget categories 1-5.
 - a Enter a **Title** for these "other" expenses within budget category 6.
 - b Enter titles into **Cells D44 - D48**.
 - c There are only 5 entry fields available within Budget Category 6.

Coronavirus Relief Fund
A-19 Activity Report

Report Period:

Eligible Expenditures	Previously Reported Expenditures	Current Expenditures this Invoice	Total Cumulative Expenditures	Brief Description of Use of Funds
1 Medical Expenses				
A. Public hospitals, clinics, and similar facilities	\$ -	\$ -	\$ -	
B. Temporary public medical facilities & increased capacity	\$ -	\$ -	\$ -	
C. COVID-19 testing, including serological testing	\$ -	\$ -	\$ -	
D. Emergency medical response expenses	\$ -	\$ -	\$ -	
E. Telemedicine capabilities	\$ -	\$ -	\$ -	
F. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
2 Public Health Expenses				
A. Communication and enforcement of public health measures	\$ -	\$ -	\$ -	
B. Medical and protective supplies, including sanitation and PPE	\$ -	\$ -	\$ -	
C. Disinfecting public areas and other facilities	\$ -	\$ -	\$ -	
D. Technical assistance on COVID-19 threat mitigation	\$ -	\$ -	\$ -	
E. Public safety measures undertaken	\$ -	\$ -	\$ -	
F. Quarantining individuals	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
3 Payroll expenses for public employees dedicated to COVID-19				
A. Public Safety	\$ -	\$ -	\$ -	
B. Public Health	\$ -	\$ -	\$ -	
C. Health Care	\$ -	\$ -	\$ -	
D. Human Services	\$ -	\$ -	\$ -	
E. Economic Development	\$ -	\$ -	\$ -	
F. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
4 Expenses to facilitate compliance with COVID-19-measures				
A. Food access and delivery to residents	\$ -	\$ -	\$ -	
B. Distance learning tied to school closings	\$ -	\$ -	\$ -	
C. Telework capabilities of public employees	\$ -	\$ -	\$ -	
D. Paid sick and paid family and medical leave to public employees	\$ -	\$ -	\$ -	
E. COVID-19-related expenses in county jails	\$ -	\$ -	\$ -	
F. Care and mitigation services for homeless populations	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
5 Economic Supports				
A. Small Business Grants for business interruptions	\$ -	\$ -	\$ -	
B. Payroll Support Programs	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
6 Other COVID-19 Expenses				
A. Other:	\$ -	\$ -	\$ -	
B. Other:	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
D. Other:	\$ -	\$ -	\$ -	
E. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
TOTAL:	\$ -	\$ -	\$ -	

Index #6

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

DRAFT

CITY COUNCIL MEETING DATE: May 26, 2020

AGENDA ITEM:	
Business Rent Relief Grant Program	
PREPARED BY:	DIRECTOR APPROVAL:
Sandy Langdon, Finance Director	
DEPARTMENT:	
Finance	
ATTACHMENTS:	
Business Rent Relief Grant Program Draft	
BUDGET CODE:	AMOUNT:
	\$250,000
SUMMARY:	

The Coronavirus Aid, Relief, and Economic Security Act provides for direct distribution to states and local government entities with populations of 500,000 or more. The State of Washington has now shared a portion of its distribution with cities and counties that fall below the 500,000 population threshold. The allocation is based on the same formula that was used for the direct distribution, \$30.00 per capita. The City of Marysville allocation is \$2,034,600. These funds will be distributed on a reimbursement basis beginning on March 1, 2020 and ending on October 31, 2020.

These funds provide for necessary expenditures incurred due to the public health emergency with respect to the COVID-19. Expenditures may include addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions. It is this economic support that the proposed Business Rent Relief Grant Program would address.

The proposed Business Rent Relief Grant Program would allot \$250,000 with a limit of \$4,000 per applicant/business. Businesses would have to be located within city limits, be current with business licenses, have no more than 25 employees, been negatively impacted by COVID-19, and have been in business on or before 1/1/2020.

Application period would be open for a two week period. Applications received will be reviewed for eligibility by Finance and forwarded to Economic Development Committee for recommendation to Mayor.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to initiate and administer the Business Rent Relief Grant Program, including final grant awards.

RECOMMENDED MOTION:

I move to authorize the Mayor to initiate and administer the Business Rent Relief Grant Program, including final grant awards.

City of Marysville Business Rent Relief Grant Program - DRAFT

Applications will be open May 28th and will be accepted through June 11th.

No applications will be accepted after this deadline. Mailed applications must be received by deadline.

Mail application to: Marysville Cares
City of Marysville, 1049 State Ave., Marysville, WA, 98270

Apply on-line or email application to: renthelp@marysvillewa.gov

Questions: Contact (TBD)

Background:

The City of Marysville announces the availability of funds for small businesses through the Marysville Business Rent Relief Program. Funding through the Federal 2020 CARES Act to Marysville by a grant from the WA Department of Commerce.

Goal: COVID-19 is causing a catastrophic economic impact nationwide and Marysville small businesses are no exceptions. Small businesses are vital to our Marysville community by providing jobs to our residents and through sales tax collections to support the services that are critical to our public. The Business Rent Relief Grant is a piece to the overall recovery.

Funding:

The City has \$250,000 to distribute to qualifying small businesses for grants up to \$4,000 to cover 1 to 2 months of rent/lease/mortgage (up to \$4,000 per award). Grants will be awarded 1 time per business.

Eligibility Criteria (must meet all of the following):

- Have a physical location in Marysville city limits (not including home occupancy businesses)
- Have a current Marysville/WA State business license (one application per business license)
- Have 25 or fewer full time employees (including owner)
- Have experienced business interruptions, loss of sales, closure or curtailed operations, or other negative financial impacts on the business due to restrictions imposed to address COVID-19
- Are applying for eligible lease/rent/mortgage payments
- Must be at least 51% majority owner in the business
- Must have been in business on or before 1/1/2020

Eligible costs:

Eligible costs are for payment or reimbursement of existing and current lease/rent/mortgage payments. Documentation of expense is required.

Application Information

Date:

Submitted by:

Title:

Business owner name:

Business name:

Type of business:

Business address:

Number of years in business in Marysville:

Applicant home address:

Contact telephone:

Contact email:

UBI number:

DUNS number:

City of Marysville business license number:

Business organization format: sole proprietor LLC corporation partnership

Number of employees, including yourself: full time part-time

Application Questions

1. Provide a short description of your business:
2. Describe business interruptions, loss of sales, closure or curtailed operations, or other negative financial impacts on the business due to restrictions imposed to address COVID-19:
3. Have you had to furlough or lay off employees? Explain
4. Will this grant significantly help you to re-open, retain/rehire employees, avoid bankruptcy, etc.?
5. Request amount (maximum request is 4,000):
6. What is your current monthly rent/lease/mortgage payment amount?
7. Have you received any other financial assistance?
8. Have you prepared a recovery plan for your business?

Attachments

Proof of current monthly rent/lease mortgage

Business License

Proof of 51% majority owner in business

Owner Name

Owner Signature

Date